



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Module de réception des soumissions - TPSGC /
Bid Receiving Unit - PWGSC
50 rue Victoria Street
(Salle de courrier/Mailroom : C114
Gatineau
Québec
K1A 0C9
Bid Fax: (819) 997-9776

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Marine Emergency Response Division/Division des
Interventions en cas d'urgence maritime
Centennial Towers 7th Floor - 7W11
200 Kent Street
Ottawa
Ontario
K1A0S5

Title - Sujet AtoN - Batteries for 4 Season Buoys AtoN - Batteries for 4 Season Buoys	
Solicitation No. - N° de l'invitation F2563-240001/A	Date 2024-05-28
Client Reference No. - N° de référence du client F2563-240001	GETS Ref. No. - N° de réf. de SEAG PW-\$ERD-017-29355
File No. - N° de dossier 017erd.F2563-240001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2024-06-26 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Bates, Bruce	Buyer Id - Id de l'acheteur 017erd
Telephone No. - N° de téléphone (343)598-1269 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	a) CCG Sorel base 15 rue Prince Sorel Québec) CCG Prescott Base, 401 King St W, Prescott, ON	I - 1	For 730085 - Mélanie Colin 101 Boul. Champlain G1K 7Y7 uébec , Québec or 730087 - Sharon Osborne, 520 Exmouth St, N7T 8B1, Sarnia, ON



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	Plant/Usine		
1	A two (2) year Regional Individual Standing Offer for submersible batteries for use in four season buoys (ELA and SABIK SVV 500 types), with one (1) year options.	D - 1	I - 1	1	Each	\$	\$	See Herein – Voir ci-inclus	

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Public Works and Government Services Canada

Please note this document is part of the Contract Modernization Initiative. For more information please consult the following <https://buyandsell.gc.ca/contract-modernization-initiative>.

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1. Solicitation of Offers.

1.1. Introduction. Canada requests offers from Offerors to meet its requirements. For the convenience of Offerors, a brief description is set out below with detailed requirements in subsequent sections of this solicitation of offers. If interested and able to meet these requirements, Canada appreciates and welcomes an offer.

1.2. Offers. Canada is seeking offers from Offerors to provide a Regional Individual Standing Offer (RISO) for the supply of battery cells to power the lanterns on floating aids to support its short-range Aids to Navigation (AtoN) Program for the Four Season Buoy program to the Canadian Coast Guard.

1.3. Standing Offer Process.

- a. **Process Overview.** One method that Public Works and Government Services Canada (PWGSC) uses to satisfy Canada’s supply requirements is to arrange with potential suppliers to submit a standing offer to provide goods, services or both during a specified period. PWGSC then authorizes specific departments and agencies to make call-ups against the standing offer, during the effective period of the standing offer and in accordance with the predetermined conditions, detailing the exact quantities of goods or level of services they wish to order.
- b. **Start of Process.** The process normally starts with a Request for Standing Offers (RFSO), which suppliers may obtain through the Government Electronic Tendering Service (GETS). An RFSO is an invitation to potential suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services, and estimated expenditure specified in the RFSO are only Canada’s approximation of its requirements. An RFSO does not commit PWGSC to authorize the use of a standing offer or to procure or contract for any goods or services. A standing offer is not a contract. PWGSC’s issuance of a Standing Offer and Call-up Authority to successful offerors and to departments and agencies authorized to make call-ups does not constitute Canada’s agreement to order any such goods or services. Departments and agencies may make one or several call-ups against a standing offer.

1.4. Term. The period of the Standing Offer is from the date of standing offer award to 2 (two) years beyond that date, inclusive; and the period during which the Standing Offer is extended, if Canada chooses to exercise the options set out in the Standing Offer.

1.5. Delivery Points. Delivery of the requirement will be made to delivery point(s) specified at **Annex C** of the Standing Offer.

1.6. Use of an e-Procurement System (EPS). Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Offer that is issued under this solicitation, refer to the section titled Transition to an e-Procurement Solution (EPS) in the Offer. The Government of Canada’s press release provides additional information.

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1.7. Phased Offer Compliance Process. The Phased Offer Compliance Process (POCP) applies to this requirement.

2. Offer Requirements.

2.1. Security Requirements. There are no security requirements associated with this solicitation of offers.

2.2. Environmentally Preferable Packaging - Mandatory.

- a. **Environmentally Preferable Packaging Specifications.** The Offeror must meet the environmentally preferable packaging specifications for this procurement as indicated in the Statement of Work.
- b. **Procurement of Environmentally Preferable Plastic Products.** Canada is committed to supporting the procurement of environmentally preferable plastic products and the reduction of associated plastic packaging waste to protect the environment by integrating environmentally preferable packaging specifications, in accordance with the [Policy on Green Procurement](#) and the [Government of Canada actions on plastic waste in federal operations](#),
- c. **Packaging Material.** All packaging material related to this requirement, except for excluded material and specialized packaging as defined below, must be reusable, returnable, or recyclable in accordance with Annex Solicitation of Offers Definitions.
- d. **Excluded material.** Environmentally preferable material alternatives in packaging tape are not widely available. As a result, packaging tape is considered to be excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.
- e. **Specialized packaging.** Packaging can be considered "specialized" if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

3. Offeror Requirements.

3.1. Offeror Responsibilities. Each Offeror must

- a. obtain any clarification it considers necessary of the solicitation of offers requirements before submitting an offer;
- b. prepare its offer in accordance with the solicitation of offers instructions;
- c. submit a complete offer by the closing date and time as per the instructions noted in section titled "Offer Submission";
- d. provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will enable Canada to complete its evaluation based on the solicitation of offers criteria, and
- e. comply with all other requirements of this solicitation of offers.

3.2. Legal Capacity. The offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership, or a corporate body, the Offeror must provide, if requested by the

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Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to offerors submitting an offer as a joint venture.

3.3. Compliance with Code of Conduct. The Offeror must comply with Canada's [Code of Conduct for Procurement](#).

3.4. Ineligibility and Suspension Policy. The Offeror must (i) comply with Canada's [Ineligibility and Suspension Policy](#) and applicable directives in effect on the date Canada issues the solicitation of offers, which are incorporated into the solicitation of offers, and (ii) submit an [Integrity Declaration Form](#).

3.5. Conflict of Interest.

- a. **Right to Reject.** Canada may reject an offer if the Offeror, any of its subcontractors, or any of their respective employees or former employees
 - i. was involved in any manner in the preparation of the solicitation of offers or in any situation of conflict of interest or appearance of a conflict of interest, or
 - ii. had access to information related to the solicitation of offers that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- b. **Experience Not an Unfair Advantage.** Canada will not consider any experience any Offeror has acquired by providing the goods and/or services described in the solicitation of offers (or similar goods and/or services), in itself, as conferring an unfair advantage or creating a conflict of interest.
- c. **Notification of Rejection.** If Canada intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations.

3.6. Federal Contractors Program for Employment Equity. The [Federal Contractors Program for Employment Equity](#) applies to this procurement.

3.7. Insurance. The successful Offeror will be responsible to meet insurance requirements in accordance with the resulting contract section entitled "Insurance".

4. Offer Submission.

4.1. Offer Receipt. Subject to provisions for delayed offers, Canada will consider only offers submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 and the "Offer Submission" section of the solicitation.

4.2. Offer Sections. Offerors are requested to submit their offers separated into the following sections:

- Section I: Technical Offer;
- Section II: Financial Offer;
- Section III: Offer Submission Form and Offeror Declaration Form.

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4.3. Delayed Offers.

- a. **Late Offers.** Canada will not consider offers delivered after the offer submission closing date and time, unless they qualify as a delayed offer as described below. Canada will return late offers submitted physically, and will delete late offers submitted electronically (while retaining the transaction history).
- b. **Cause of Delay.** Canada may consider an offer delivered after the solicitation of offers closing date but before Canada awards the Standing Offer if the Offeror can prove the delay is due solely to a delay in the delivery caused by the Canada Post Corporation (or the national equivalent of a foreign country). Canada will not consider delayed offers due to private couriers (Purolator Inc., FedEx Inc., etc.) misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers.
- c. **Evidence of Delay.** The only evidence relating to a delay in the CPC system that Canada will accept are (i) a CPC cancellation date stamp, (ii) a CPC Priority Courier bill of lading, (iii) a CPC Xpresspost label that clearly indicates that the Offeror mailed the offer before the solicitation of offers closing date, or (iv) a Canada Post Corporation Connect date and time record indicated in the Connect conversation history that clearly indicates that the Offeror sent the offer before the solicitation of offers closing date and time. Postage meter imprints are not acceptable as proof of timely mailing. For the national equivalent to the CPC in a foreign country, Canada will accept the local equivalent to these CPC documents.

4.4. Offers Submitted by Canada Post Corporation's (CPC) Connect service.

- a. **Submission by CPC Connect.** Offerors must submit their offers by CPC [Connect](#) provided by Canada Post Corporation.
- b. **CPC Connect Address.** Unless specified otherwise in the solicitation, Offerors may submit offers by CPC Connect to:
 - i. PWGSC, National Capital Region at tpsgc.pareceptiondessomissions-apbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca,
Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation or to send offers through an CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect.
- c. **CPC Connect Requirements.**
 - i. **Submission Process.** To submit an offer using CPC Connect, the Offeror must either:
 1. send its offer directly to the specified PWGSC offer Receiving Unit, using its own licensing agreement for CPC Connect provided by CPC, or
 2. send, as early as possible, and in any case at least six business days before the solicitation closing date and time, an email that includes the solicitation number to the specified PWGSC offer Receiving Unit requesting to open an CPC Connect conversation. Canada may not answer any requests to open an CPC Connect conversation received after that time.
 - ii. **Transmission Capacity.** The CPC Connect system has the capacity to receive multiple documents, with a limit of 1GB per single message posted and a limit of 20GB per conversation.

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- iii. **CPC Connect Conversations.** If the Offeror sends an email requesting CPC Connect to the specified offer Receiving Unit in the solicitation, an officer of the offer Receiving Unit will then initiate an CPC Connect conversation. This will create an email notification from Canada Post Corporation prompting the offeror to access and action the message within the conversation. The offeror will then be able to transmit its offer.
- iv. **Conversation Time Periods.** If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the CPC Connect conversation open for at least 30 business days after the solicitation closing date and time.
- v. **Message Fields.** The Offeror must identify the solicitation number in the CPC Connect message field of all electronic transfers.
- vi. **Acknowledgement of Receipt.** The offer Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the CPC Connect conversation. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.
- vii. **Canadian Mailing Address.** The use of CPC Connect requires a Canadian mailing address. Offerors that do not have a Canadian mailing address may use the offer Receiving Unit address specified in the solicitation in order to register for CPC Connect
- d. **Use of Correct Email Address.** Offerors must ensure that they are using the correct email address for the offer Receiving Unit when initiating a conversation in CPC Connect or communicating through an CPC Connect conversation.
- e. **Errors in CPC Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of an offer transmitted by CPC Connect.

4.5. Offer Submission Method Restrictions. Canada will not accept offers submitted in any other manner.

4.6. Discrepancies.

- a. **Submission via CPC Connect Service.** If the Offeror provides simultaneous copies of its offer using multiple acceptable delivery methods and there is a discrepancy between the wording of any of these copies and the copy provided through CPC Connect service, the wording of the copy provided through CPC Connect service will have priority.

4.7. Technical Difficulties of Offer Transmission. Despite anything to the contrary in this solicitation of offers, where an Offeror has commenced transmission of its offer through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the solicitation of offers closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Offer by the deadline, Canada may nonetheless accept the entirety of the Offer received after the solicitation of offers closing date and time, provided that the Offeror can demonstrate the following:

- a. The offeror contacted Canada in advance of the solicitation of offers closing date and time to attempt to resolve its technical difficulties; OR
- b. The electronic properties of the Offer documentation clearly indicate that all components of the Offer were prepared in advance of the solicitation of offers closing date and time.

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4.8. Completeness of the Offer. After the closing date and time of this solicitation of offers, Canada will examine the Offer to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the offer can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Offer meets any standard or is responsive to all solicitation of offers requirements, but will be solely limited to assessing completeness. Canada will provide the Offeror with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice. The offer will be reviewed and deemed to be complete when the following elements have been submitted by the offeror:

- a. certifications or securities required at offer closing are included;
- b. offers are properly signed, that the offeror is properly identified;
- c. acceptance of the terms and conditions of the solicitation of offers and resulting contract;
- d. that all documents (including certifications, declarations and proofs) created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

4.9. Provision of Documentation. Canada will make available Notices of Proposed Procurement, solicitation of offers, and related documents for download through the Government Electronic Tendering Service. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third Parties. Canada will not notify Offerors if it amends a Notice of Proposed Procurement, a solicitation of offers, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Offerors are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third Party.

4.10. Offer Costs. The Offeror is solely responsible for all costs associated with preparing, submitting, and evaluating its offer.

4.11. Applicable Laws. The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the Parties determined, by the laws in force in a Canadian province or territory. Offerors may insert the Canadian province or territory of their choice in the Offer Submission Form. If the Offeror does not include this information in the Offer Submission Form, the applicable laws will be those in force in Ontario.

4.12. Entire Requirement. The solicitation of offers documents contain all the requirements relating to the solicitation of offers; no other information or documentation is relevant. Offerors should not assume that practices used under previous solicitations of offers or contracts will continue or that the Offeror's existing capabilities meet the requirements of the solicitation of offers simply because they have met previous requirements.

5. Communications.

5.1. Communications During Solicitation of Offers Period. To ensure the integrity of the competitive process, the Offeror must direct all questions and other communications regarding the solicitation of

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offers only to the Standing Offer Authority identified in the solicitation of offers. Failure to comply may result in Canada rejecting the offer.

- a. **Period for Questions.** Offerors should submit all questions in writing no later than 10 days business days before the offer closing date. Canada may not respond to questions submitted after this.
- b. **Detail of Questions.** Offerors must accurately reference the numbered item of the solicitation of offers to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.
- c. **Proprietary Questions.** For any technical questions containing proprietary information, Offerors must clearly mark those questions as "proprietary". Canada will treat such questions as proprietary except where Canada determines that the question is not of a proprietary nature. Canada may edit the question(s) or may request that the Offeror revise the question(s) to eliminate the proprietary nature of the question(s) and Canada can provide the answer to all Offerors. Canada may not answer questions that are not in a form it can distribute to all Offerors.

5.2. Offer Debriefings. Offerors may request a debriefing on the results of the solicitation of offers process. Offerors should make such a request to the Standing Offer Authority within 15 business days from its receipt of the results of the solicitation of offers process. Canada may provide the debriefing in writing, by telephone, or in person.

5.3. Offer Challenge and Recourse Mechanisms.

- a. **Challenges to Procurement Process.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including issuance of a Standing Offer. Canada encourages suppliers to first bring their concerns to the attention of the Standing Offer Authority.
- b. **Offer Challenge and Recourse Mechanisms.** Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)", contains information on potential complaint bodies such as:
 - i. Office of the Procurement Ombudsman (OPO)
 - ii. Canadian International Trade Tribunal (CITT)
- c. **Deadlines for Filing Complaints.** There are strict deadlines for filing complaints; the time periods vary depending on the particular complaint body. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

6. Technical Proposal and Forms.

6.1. Technical Offer Contents.

- a. **Requirements.** Offerors should:
 - i. demonstrate their understanding of the requirements contained in the solicitation of offers;
 - ii. concisely explain how they will meet these requirements; and

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- iii. address the points that are subject to the evaluation criteria against which the Offer will be evaluated. Simply repeating a statement contained in the solicitation of offers is not sufficient.
- b. **Organization.** Offerors should address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, an Offeror may refer to different sections of its offer by identifying where it has already addressed the subject topic, by identifying the specific paragraph and page.

6.2. Offer Submission Form. Each Offeror is required to include the Offer Submission Form (Annex Offer Submission Form) with their offers. If Canada determines that the information required by the Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

6.3. Offeror Declaration Form. Each Offeror is required to include the Offeror Declaration Form (Annex Offeror Declaration Form) in which it certifies to Canada all the information required by the Offeror Declaration. If Canada determines that the information required by the Offeror Declaration Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

6.4. Equivalent Products.

- a. **Products To Be Considered.** Products that are equivalent in form, fit, function and quality to the item(s) specified in the solicitation of offers will be considered where the Offeror:
 - i. designates the brand name, model and/or part number of the substitute product;
 - ii. states that the substitute product is fully interchangeable with the item specified;
 - iii. provides complete Specifications and descriptive literature for each substitute product;
 - iv. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the solicitation of offers; and
 - v. clearly identifies those areas in the Specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- b. **Products Not To Be Considered.** Products offered as equivalent in form, fit, function and quality will not be considered if:
 - i. the offer fails to provide all the information requested to allow the Standing Offer Authority to fully evaluate the equivalency of each substitute product; or
 - ii. the substitute product fails to meet or exceed the mandatory performance criteria specified in the solicitation of offers for that item.
- c. **Demonstration of Equivalent Product.** In conducting its evaluation of the offers, Canada may, but will have no obligation to, request Offerors offering a substitute product to demonstrate, at the sole cost of Offerors, that the substitute product is equivalent to the item specified in the solicitation of offers.

7. Financial Proposal.

7.1. Financial Proposal. Offerors must submit their financial offer in accordance with Annex C – Basis of Payment.

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7.2. Exchange Rate Fluctuation. Canada is not offering exchange rate fluctuation risk mitigation for this solicitation of offer. Canada will declare any offer non-compliant if there is any indication that offer is conditional on exchange rate fluctuation protection.

7.3. Firm Price and/or Rates. The Offeror must submit firm prices, rates, or both that will apply for the entire period of the Standing Offer.

8. Technical Evaluation.

8.1. Mandatory Technical Criteria. Canada will review each offer for compliance with the mandatory technical criteria of the solicitation of offers. Any element of the technical criteria identified specifically with the words “must” or “mandatory” is a mandatory requirement. The mandatory technical criteria are:

All mandatory technical evaluation criteria are included in the mandatory technical evaluation Plan (Reference Annex D - Technical Mandatory Criteria for further details).

9. Financial Evaluation.

9.1. Financial Evaluation Criteria.

- a. The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.
- b. Offerors must submit pricing for both regions, by filling out the applicable pricing table(s) found in Annex C (Basis of Payment). In order to be considered for a particular Standing Offer, the offeror must provide a price for every item in both pricing table(s). A financial offer addressing only a portion of the requirement will be declared non-responsive.
- c. A financial evaluation will be conducted separately for each region, by calculating the Total Evaluated Price in accordance with Tables 1,2 & 3, provided in Annex C, Basis of Payment.

Extended Price for each item is calculated as follows:

(Item 1 Firm Price per Unit (Quebec Base) x Estimated Qty) + (Item 1 Firm Price per Unit (Sorel Base) x Estimated Qty) = Item 1 Extended Price.

This is repeated for items 2,3,4,5 and 6 inclusive for both regions.

Total Extended Price

A = Sum of the Extended Price of items 1 – 2 (inclusive)

B = Sum of the Extended Price of items 3 – 4 (inclusive)

C = Sum of the Extended Price of items 5 – 6 (inclusive)

Total Evaluated Price = Total Extended Price A + Total Extended Price B + Total Extended Price C.

9.2. Evaluation of Price. Canada will evaluate all offers in Canadian dollars, Applicable Taxes excluded, delivery, and Canadian customs duties and excise taxes included.

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9.3. Price Justification. If an offer is the sole compliant offer received, the Offeror must provide, on Canada's request, one or more of the following:

- a. a current published price list indicating the percentage discount available to Canada;
- b. a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers;
- c. a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit;
- d. price or rate certifications; and
- e. any other supporting documentation that Canada may request.

10. Evaluation Procedures.

10.1. Assessment. Canada will assess offers in accordance with the entire requirement of the solicitation of offers including the Technical and Financial evaluation criteria. Canada will declare any offer that fails to meet all mandatory solicitation requirements non-compliant.

10.2. Conduct of Evaluation.

- a. **Support for Offer Requirements.** Canada may request information to support any offer requirement. The Offeror must address each requirement in sufficient depth to permit a complete analysis and assessment. In particular, Canada may, by written notice,
 - i. seek clarification or verification as to any information provided,
 - ii. contact any references to verify any information it submitted,
 - iii. request information about the Offeror's legal status,
 - iv. conduct a survey of the Offeror's facilities,
 - v. examine the Offeror's its technical, managerial, and financial capabilities,
 - vi. correct any error in
 1. the extended pricing of offers by using unit pricing, or
 2. the quantities in offers to reflect the quantities stated in the solicitation of offers (and, in the case of error in the extension of prices, the unit price will govern),
 - vii. verify any information the Offeror provided, or
 - viii. interview, at the Offeror's sole cost, the Offeror, any resources it proposes to fulfill the solicitation of offers requirements or both.
- b. **Compliance.** The Offeror must comply with any such request within the time specified in Canada's request. Failure to comply will render the offer non-compliant.

10.3. Evaluation Based on Documents Provided. Unless otherwise specified in this solicitation of offers, Canada will evaluate only the documentation provided with the offer. Canada will not consider information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.

10.4. Evaluation Team. An evaluation team composed of representatives of Canada will evaluate the offers.

10.5. Rights of Canada. Canada may:

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- a. reject any or all offers in response to the solicitation of offers;
- b. enter into negotiations with Offerors on any or all aspects of their offers;
- c. accept any offer in whole or in part without negotiations;
- d. cancel the solicitation at any time;
- e. reissue the solicitation;
- f. if no compliant offers are received and the requirement is not substantially modified, reissue the solicitation of offers by inviting only the Offerors who submitted an offer to resubmit within a period designated by Canada; or
- g. negotiate with the sole compliant Offeror to ensure the best value to Canada.

10.6. Rejection of Offer. Canada may reject an offer where:

- a. **Bankruptcy.** The Offeror is bankrupt or its activities are inoperable for an extended period;
- b. **Improper Conduct.** The Offeror or an employee or subcontractor included as part of the offer:
 - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to offers on the requirement;
 - ii. based on evidence satisfactory to Canada, has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
 - iii. based on evidence satisfactory to Canada, has conducted themselves improperly in the past;
- c. **Suspension or Termination.** The Offeror or an employee or subcontractor included as part of the offer has been suspended or terminated by Canada for default under a contract with Canada;
- d. **Poor Performance.** In Canada's opinion, the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement;
- e. **Not Good Value.** In Canada's opinion, it does not offer good value to Canada;
- f. **Conflict of Interest.** In Canada's opinion, the Offeror is in a conflict of interest or had an unfair advantage over other Offerors. Among other things, being involved in preparing the solicitation or having access to information not available to other Offerors may be considered grounds for rejection, although having experience on the previous or related contracts does not, in itself, confer an unfair advantage or create a conflict of interest. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before offer closing; or
- g. **Prejudicing Integrity or Fairness - Multiple Offers from Single Offeror or Joint Venture.** Canada may apply additional scrutiny when it receives multiple offers in response to a solicitation of offers from a single Offeror or a Joint Venture. Canada may reject any offer submitted by a single Offeror or Joint Venture if their inclusion
 - i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or

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- ii. in the procurement process would distort the solicitation of offers evaluation or would not provide good value to Canada.
- h. **Ability to Make Representations.** If Canada intends to reject an offer under (c) or (d), the Standing Offer Authority will inform the Offeror and give the Offeror ten calendar days within which to make representations, before making a final decision on the offer rejection.

10.7. Phased Offer.

- a. **Phased Offer Compliance Process.** Canada is conducting the POCP described below for this requirement.
 - i. **Offeror Responsibilities.** Notwithstanding any review by Canada at Phase I or II of the POCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.
 - ii. **Offeror Acknowledgements.** The Offeror acknowledges that the reviews in phase I and II of this POCP are preliminary and do not preclude a finding in phase iii that the offer is nonresponsive, even for mandatory requirements which were subject to review in phase i or ii and notwithstanding that the offer had been found responsive in such earlier phase. Canada may deem a offer to be non- responsive to a mandatory requirement at any phase. The Offeror also acknowledges that its response to a notice or a compliance assessment report (CAR) (each defined below) in phase i or ii may not be successful in rendering its offer responsive to the mandatory requirements that are the subject of the notice or car, and may render its offer nonresponsive to other mandatory requirements.
 - iii. **Canada’s Rights.** The POCP does not limit Canada’s rights under the solicitation of offer nor Canada’s right to request or accept any information during the solicitation period or after the solicitation of offer closing in circumstances where the solicitation of offer expressly provides for this right.
 - iv. **Notice or CAR.** Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada’s email inbox at Canada’s email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.
- b. **Phase I – Financial Offer.**
 - i. **Financial Offer Review.** After the closing date and time of this solicitation of offer, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation of offer. Canada’s review in Phase I will be limited to identifying whether any information that is required

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under the solicitation of offer to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation of offer requirements.

Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

- ii. **No Financial Offer.** If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the solicitation of offer to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- iii. **Written Notice.** For Offers other than those described above in "No Financial Offer", Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. A Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- iv. **Remedy Period.** The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- v. **Permitted Remedies.** In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation of offer.
- vi. **Prohibited Remedies.** Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation of offer in response to the Notice will replace, in full, only that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.
- vii. **Phase I Final Evaluation.** Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

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Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

c. **Phase II - Technical Offer.**

- i. **Technical Offer Review.** Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation of offer requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation of offer as being subject to the POCP. Mandatory technical criteria that are not identified in the solicitation of offer as being subject to the POCP, will not be evaluated until Phase III.
- ii. **Written Notice or CAR.** Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- iii. **Remedy Period.** A Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- iv. **Eligible Mandatory Criteria.** The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- v. **Preparing Eligible Mandatory Criteria.** The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation of offer.
- vi. **Changes to Offer.** Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation of offer, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this

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solicitation of offer in response to the CAR will replace, in full, only that part of the original Offer as is permitted in this Section.

vii. Newly Submitted Information. Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.

viii. Phase II Final Evaluation. Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

d. Phase III – Final Evaluation of Offer.

i. Final Evaluation. In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the solicitation of offer including the technical and financial evaluation criteria.

ii. Non-responsive Offer. A Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation of offer.

11. Basis of Selection.

11.1. Requirements. For Canada to declare an offer compliant, the offer must comply with the requirements of the solicitation of offers and meet all mandatory technical evaluation criteria. Canada will consider the compliant offer with the lowest evaluated price on a per region basis for issuance of a standing offer. Each region will be evaluated and awarded separately.

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STANDING OFFER

1. Offer.

1.1. Offer. The Offeror offers to fulfil the requirement in accordance with the Statement of Work at Annex A.

2. Fulfilling Standing Offer.

2.1. Fulfilling Standing Offer Requests. If an Identified User listed in the Standing Offer requests any of the goods, services, or both described in the Standing Offer, the Offeror will provide and deliver them to Canada in accordance with the pricing set out in the Standing Offer and with the conditions listed in the clause entitled Offeror's Acknowledgements.

3. Standing Offer Term.

3.1. Term of the Standing Offer. The period for issuing Call-ups against the Standing Offer is from the date of standing offer award to 2 (two) years beyond that date, inclusive; and the period during which the Standing Offer is extended, if Canada chooses to exercise the options set out in the Standing Offer.

3.2. Extended Term.

- a. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to (1) additional one year period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.
- b. The Standing Offer Authority will advise the Offeror of the decision to authorize the use of the Standing Offer for an extended period 30 calendar days before the expiry date of the Standing Offer. The Standing Offer Authority will issue a revision to the Standing Offer.

4. Standing Offer Security.

4.1. Security Requirements. There is no security requirement applicable to the Standing Offer.

5. Standing Offer Delivery.

5.1. Delivery Points. Delivery of the requirement will be made to delivery point(s) specified in the issued Call-up.

6. Call-Ups.

6.1. Call-Ups.

- a. **Forms.** Identified Users will use the form included in the Standing Offer, if applicable, to place Call-ups to order goods, services or both; they may also do so by telephone calls, fax or email requests, or by using Canada acquisition cards (Visa or MasterCard).

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- b. **Written Confirmation.** Call-ups ordered and paid for with Canada acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.
- c. **Identified Users.** The Identified User authorized to make Call-ups against the Standing Offer is: Department of Fisheries and Oceans, Canadian Coast Guard.
- d. **Call-Up Procedures.**
 - i. **Call-up by Authorized Representative.** The Identified User's authorized representative places a Call-up under the Standing Offer for goods, services, or both included in, and at the prices and in accordance with the terms and conditions specified in, the Standing Offer.
- e. **Call-Up Instrument.**
 - i. **Confirmation of the Work.** The Identified User will authorize or confirm the Work using the duly completed forms or their equivalents as identified immediately below, or by using a Canada acquisition card (Visa or MasterCard).
 - ii. **Applicable Forms.** The Identified User may, for this purpose, use any of the following forms, which are available through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
- f. **Standing Offer and Call-up Authority.** The Standing Offer Authority will issue a document called a "Standing Offer and Call-up Authority," which
 - i. authorizes Identified Users to make Call-ups against the Standing Offer, and
 - ii. notifies the Offeror that it has authorized those Identified Users to make Call-ups against the Standing Offer.
- g. **Offer and Acceptance.** Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between His Majesty the King in right of Canada and the Offeror for the goods, services or both described in the Call-up.

6.2. Limitation of Call-ups. Individual Call-ups against the Standing Offer must not exceed \$100,000 (Applicable Taxes included).

7. Standing Offer Financial Limitation.

7.1. Financial Limitation.

- a. **Limitation for All Call-ups.** The total cost to Canada resulting from Call-ups against the Standing Offer must not exceed the sum of \$400,000.00 (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to Call-ups Contracts which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.
- b. **Notification of Adequacy.** The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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8. Standing Offer Revisions.

8.1. Revision of Standing Offer. Only the Standing Offer Authority can extend the period of retention of the Standing Offer or increase its usage, by issuing a written revision to the Standing Offer.

9. Standing Offers Reporting.

9.1. Standing Offers Reporting.

- a. **Maintaining Records.** The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. The Offeror must ensure that this data include all of Canada's purchases (Call-ups), including those paid for by Canada acquisition cards.
- b. **Reporting Requirements.** The Offeror must provide this data in accordance with the reporting requirements detailed in Annex E – Usage Reporting Form. If some data are not available, the Offeror must indicate the reason in its report. If the Offeror has not provided any goods or services during a given period, it must provide a "nil" report.
- c. **Frequency of Submissions.** The Offeror must submit this data on a quarterly basis to the Standing Offer Authority.
- d. **Quarterly Reporting Periods.** The quarterly reporting periods are as follows:
first quarter: April 1 to June 30
second quarter: July 1 to September 30
third quarter: October 1 to December 31
fourth quarter: January 1 to March 31
- e. **Deadline for Submissions.** The Offeror must submit this data to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

10. Standing Offer Withdrawal.

10.1. Withdrawal by Offeror. If the Offeror wishes to withdraw the Standing Offer after authority to Call-up against the Standing Offer has been given, it must give at least 30 calendar days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. This 30 day period will start upon the Standing Offer Authority's receipt of the Offeror's notice and the withdrawal will be effective at the expiry of that period. The Offeror must fulfil any Call-ups that Canada made before the expiry of that period.

11. Standing Offer Acknowledgments.

11.1. Offeror Acknowledgments. The Offeror acknowledges the following:

- a. **No Commitment by Canada.** A Standing Offer is not a contract. Canada's issuance of a Standing Offer and Call-up Authority does not oblige it to procure or contract for any goods, services, or both listed in the Standing Offer.
- b. **Canada Can Use Various Means of Procurement.** Canada may procure any of the goods or services specified in the Standing Offer by any other means.

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- c. **Contract Only When Canada Requests Goods or Services.** A Call-up against the Standing Offer will form a contract only when those goods, services or both have been requested, provided that the Call-up is made in accordance with the terms of the Standing Offer.
- d. **Canada's Liability.** Canada's liability is limited to that arising from Call-ups against the Standing Offer made within the period specified in the Standing Offer.
- e. **Electronic Purchasing Tool.** Canada may require that its purchase of goods, services, or both listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will give the Offeror at least 90 calendar days' notice before imposing this requirement.
- f. **No Assignment.** The Offeror cannot assign or transfer the Standing Offer, in whole or in part.
- g. **Joint Venture.** If the Offeror is a joint venture, the Offeror acknowledges that all joint venture members are jointly and severally and are solidarily liable for performing any Call-up resulting from the Standing Offer. Canada will set aside the Standing Offer if the membership of a joint venture changes.
- h. **Set-aside by Canada.** Canada may set aside the Standing Offer at any time.

12. Standing Offer Compliance.

12.1. Compliance.

- a. **Certifications.** Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract.
- b. **Code of Conduct.** The Offeror will comply with the Code of Conduct for Procurement for the period of the Standing Offer and of any resulting contracts.
- c. **Ineligibility and Suspension Policy.** The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the solicitation of offers on its closing date are incorporated into, and form a binding part of, the Standing Offer and any resulting contracts. All Offerors must comply with the Policy and Directives, which can be found on PWGSC's website at [Ineligibility and Suspension Policy](#).

13. Anti-forced Labour Requirement – Standing Offer.

13.1. Offeror's Statement. The Offeror states that the Work is not mined, manufactured, or produced wholly or in part by forced labour. In performing the Call-up and regardless of who acts as an importer, the Offeror must not, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited under ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the [Customs Tariff](#) – Schedule (as amended from time to time), because it is mined, manufactured, or produced wholly or in part by forced labour.

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13.2. Effect of Tariff Classification Determination or Investigation. If a tariff classification determination is made under the Customs Act that the importation of the Work or any part of the Work is prohibited, the Offeror must immediately so notify the Standing Offer Authority. If the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff](#) – Schedule as mined, manufactured, or produced wholly or in part by forced labour, Canada may set aside the Standing Offer in accordance with ‘Set Aside on Default’. If the Offeror is aware that the Work, or any part of it, is being or has been investigated regarding whether it is prohibited from entry under to tariff item No. 9897.00.00, the Offeror must immediately notify the Standing Offer Authority of that investigation.

13.3. Canada’s Reasonable Grounds for Termination. If Canada has reasonable grounds to believe the Work was or is mined, manufactured, or produced in whole or in part by forced labour or was or is linked to human trafficking, Canada may set aside the Standing Offer. Reasonable grounds for making such a determination may include

- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the [US Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015, or
- b. Credible evidence from a reliable source.

13.4. Offeror’s Conviction in Canada of Specified Offences. Canada may set aside the Standing Offer if the Offeror has, in the past three years, been convicted of any of the following offences under the [Criminal Code](#) or the [Immigration and Refugee Protection Act](#):

- a. **Criminal Code.**
 - i. section 279.01 (Trafficking in persons),
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years),
 - iii. subsection 279.02(1) (Material benefit - trafficking),
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years),
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking),
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years), or
- b. **Immigration and Refugee Protection Act.**
 - i. section 118 (Trafficking in persons).

13.5. Offeror’s Conviction Abroad of Similar Offences. If the Offeror has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada’s opinion, is similar to any of the offences identified in the immediately preceding paragraph entitled Offeror’s Conviction in Canada of Specified Offences, Canada may immediately set aside the Standing Offer.

13.6. Determination of Similarity of Offences. For the purposes of determining whether a foreign offence is similar to a listed offence, Canada will take into account the following factors:

- a. in the case of a conviction, whether the court acted within its jurisdiction,
- b. whether the Offeror was afforded the right to appear during the court’s proceedings or to submit to the court’s jurisdiction,
- c. whether the court’s decision was obtained by fraud, or
- d. whether the Offeror was entitled to present to the court every defence that the Offeror would have been entitled to present if the proceeding had been tried in Canada.

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13.7. Representations from the Offeror. If Canada intends to set aside the Standing Offer under this section, Canada will so inform the Offeror and give the Offeror an opportunity to make written representations before making a final decision. Unless Canada establishes a different deadline, the Offeror must submit such written representations within 30 calendar days from receiving Canada's notice of concern.

14. Standing Offer Set Aside.

14.1. Set Aside by Canada.

- a. **Set Aside on Default.** The Standing Offer Authority may, upon written notice to the Offeror, set aside the Standing Offer of any Offeror who is in default of any of its obligations under the Standing Offer and any Call-up issued against the Standing Offer. The set-aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the Standing Offer Authority's satisfaction within that cure period.
- b. **Set Aside on Insolvency.** The Standing Offer Authority may, upon written notice to the Offeror, immediately set aside the Standing Offer if
 - i. the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors,
 - ii. a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or
 - iii. an order is made or a resolution passed for the Offeror's winding-up.

14.2. Federal Contractors Program for Employment Equity - Set Aside. The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer and of any ensuing Call-up. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

15. Standing Offer Disclosure.

15.1. Proactive Disclosure of Contracts with Former Public Servants. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

15.2. Disclosure of Information. The Offeror:

- a. consents to Canada disclosing its Standing Offer unit prices or rates, and
- b. acknowledges that it will have no right to claim against Canada, the Identified User, or their respective employees, agents, or representatives in relation to such disclosure.

16. Standing Offer Publication of Information.

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16.1. Publication of Standing Offer Information.

- a. Offeror's Consent to Publication.** The Offeror acknowledges that Canada may publish certain information related to the Standing Offer or a catalogue, including:
- (i) the conditions of the Standing Offer,
 - (ii) the Offeror's name and procurement business number and the name, address, telephone number, fax number, and email address of its representative,
 - (iii) the Offeror's profile and its level of security clearance, and
 - (iv) the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
- b. Errors, etc. in Published Information.** Canada will not be liable for any errors, inconsistencies, or omissions in any such published information. If the Offeror identifies any error, inconsistency, or omission, the Offeror will immediately notify the Standing Offer Authority.

17. Standing Offer Access to Information.

17.1. Access to Information.

- The Offeror acknowledges:
- a. that the records that it creates and that are under the control of Canada are subject to the Access to Information Act,
 - b. Canada's responsibilities under that statute and that, accordingly, it must, to the extent possible, assist Canada in discharging those responsibilities, and
 - c. that section 67.1 of the [Access to Information Act](#) provides that any person who destroys, alters, falsifies, or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

18. Standing Offer Applicable Laws.

18.1. Applicable Laws. The laws in force in Ontario will govern the Standing Offer and any Call-up resulting from the Standing Offer and be used to interpret the Call-up.

19. Standing Offer Authorities.

19.1. Authorities.

Standing Offer Authority

The Standing Offer Authority is:

Name: Bruce Bates

Title: Supply Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Marine Services and Strategic Initiatives

Address: 11 Laurier St., Gatineau, Quebec K1A 0S5

Telephone: 343-598-1269

E-mail address: Bruce.Bates@tpsgc-pwgsc.gc.ca

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The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a Call-up, as Contracting Authority, he or she is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer by any Identified User.

The Project Authority for the Standing Offer is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a Call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Call-up.

20. Standing Offer Priority of Documents.

20.1. Standing Offer Priority of Documents. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the call up against the Standing Offer, including any annexes;
- b. the articles of the Standing Offer;
- c. Annex A - Statement of Work
- d. Annex B - Technical Statement of Requirement;
- e. the Offeror's Offer dated _____, **(date will be inserted at standing offer issuance).**

21. Standing Offer Transition to an e-Procurement Solution (EPS).

21.1. Transition to an e-Procurement Solution (EPS).

- a. **Use of EPS.** During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.
- b. **Notice Period.** Canada agrees to provide the Offeror with at least 90 calendar days' notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.
- c. **Offeror Elects Not To Use EPS.** If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any Call-up against the Standing Offer.

1. Summary.

1.1. Requirement. The Contractor must provide the items detailed in the Call-up against the Standing Offer.

2. Performance of Work.

2.1. Condition of Material. Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the offer closing date or, if there was no offer solicitation, the date of the Contract.

3. Term of the Contract.

3.1. Contract Period. The Contract is for a fixed period, from the date of award shown on the front page of the Contract until 2 (two) years beyond that date, inclusive.

3.2. Delivery Date. Delivery must be completed in accordance with the call-up against the Standing Offer.

4. Delivery of Goods.

4.1. Delivery Costs. The Contractor will arrange delivery by the most direct and economical means that are consistent with Canada's shipping practice.

5. Transportation.

5.1. Shipping Documentation. When shipping goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If Canada has inspected the goods at the Contractor's plant, the Contractor must attach the signed inspection voucher to the packing slip.

6. Inspection and Acceptance.

6.1. Inspection, Acceptance and Cure.

- a. **Canada's Rights.** All the Work is subject to inspection and acceptance by Canada.
 - i. **Inspection and Acceptance.** Canada has the right to inspect and accept all Work. Canada's inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract.
 - ii. **Rejection and Cure.** If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional cost.

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7. Basis of Payment.

7.1. Basis of Payment – Firm Price (all Work). In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, Canada will pay the Contractor a firm unit price(s) as specified in the Call-up. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Standing Offer Authority before their incorporation into the Work.

8. Fees.

8.1. Limitation of Expenditure.

- a. **Total Expense.** Canada's total liability to the Contractor under the Contract must not exceed \$400,000.00. Customs duties and Applicable Taxes are included.
- b. **Modifications.** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - i. when it is 75% committed, or
 - ii. four months before the contract expiry date, or
 - iii. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
- c. **Estimates.** If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

9. Payments.

9.1. Invoices.

- a. **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.
- b. **Invoice Details.** Invoices must show:
 - i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, contract number, Client Reference Number , Procurement Business Number, and financial code(s);
 - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - iii. deduction for holdback, if applicable;

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- iv. the extension of the totals, if applicable;
- v. if applicable, the method of delivery together with date, case numbers and part or reference numbers, shipment charges and any other additional charges; and
- vi. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. The Contractor must identify on all invoices all items that are zero-rated, exempt or to which Applicable Taxes do not apply.
- c. **Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. **Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. **Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

9.2. Invoicing Instructions.

- a. **Invoice Submission.** The Contractor cannot submit any invoices until all Work identified in the invoice is completed.
- b. **Invoice Support.** The Contractor must support each invoice with
 - i. a copy of the release document and any other required documents.
- c. **Invoice Distribution.** The Contractor must forward:
 - i. the invoice to the address shown on page 1 of the Contract for certification and payment.
 - ii. one copy to the Standing Offer Authority.

9.3. Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

9.4. Late Payments.

- a. **Interest on Late Payments.** Canada will pay the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest payable.
- b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on Overdue advance payments.

9.5. Interest on Overdue Accounts. Interest on Overdue Accounts will not apply to payments made by credit cards.

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9.6. Electronic Payment of Invoices. The Contractor accepts that Canada will use the following electronic payment instruments:

- a. Visa Acquisition Card,
- b. MasterCard Acquisition Card,
- c. Direct Deposit (Domestic and International),
- d. Electronic Data Interchange (EDI),
- e. Wire Transfer (International Only)
- f. Large Value Transfer System (LVTS) (Over \$25M)

9.7. Right to Set-Off. When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

9.8. Taxes.

- a. Federal government departments and agencies are required to pay Applicable Taxes.
- b. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- c. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between offer submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before offer submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- e. Tax Withholding of 15 Percent – Canada Revenue Agency.
Pursuant to the [Income Tax Act](#), 1985, c. 1 (5th Supp.) and the [Income Tax Regulations](#), Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the [Canada Revenue Agency](#). The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

10. Method of Payment.

10.1. Single Payment. Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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- a. the Contractor has properly submitted an accurate and complete invoice along with any other necessary documents
- b. Canada has verified all such documents, and
- c. Canada has accepted the Work performed.

11. Warranties.

11.1. Warranty.

- a. **General Warranty.** The Contractor states that the Work will be new, conform to the Specifications, and be free from defects in design, material and workmanship during the longer of Contractor's standard warranty period and 12 months after Canada accepts the Work (the "Warranty Period").
- b. **Government Property.** With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
- c. **Replacement or Repair.** Upon Canada's request during the Warranty Period the Contractor at its expense, must replace or repair any nonconforming or defective goods within 5 days or such other time as specified by Canada.
- d. **Defective or Non-conforming Work.** The Work or any part of the Work found to be defective or non-conforming, will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- e. **Transportation Costs.** Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by Canada.

11.2. Extension of Warranty. The Contractor must automatically extend the Warranty Period by the duration of any period or periods where the Work is unavailable for use by Canada or Canada cannot use the Work because of a defect or non-conformance during the original Warranty Period. The warranty applies to any part of the Work repaired, replaced or otherwise made good, for the greater of:

- a. the Warranty Period remaining, including the extension, or
- b. 90 days or such other period as the Parties may specify for that purpose.

12. Ownership and Risk of Loss.

12.1. Ownership.

- a. **Transfer of Ownership to Canada.** Unless provided otherwise, the Work or any part of the Work belongs to Canada after acceptance by or on behalf of Canada.

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- b. Partial Payments.** However, if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

12.2. Risk of Loss. Despite any transfer of ownership, the Contractor is responsible for any loss or damage the Contractor or its subcontractor causes to the Work or any part of the Work in accordance with the Contract.

12.3. Title. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

13. Government Property.

13.1. Care of Property. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

14. Accounts and Audit.

14.1. Accounts and Records.

- a. Requirement to Keep Records.** The Contractor must maintain complete and accurate records of the estimated and actual cost of the Work, to enable Canada to determine whether the Contractor has performed the Work, the price charged for the Work is in accordance with the Contract terms and Canada has achieved best value.
- b. Types of Records.** Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. The Contractor can only use copies if originals are unavailable due to unusual circumstances, such as fire, flood or theft.
- c. Accounting System.** The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.
- d. Availability of Records.** The Contractor must make these records available on request, for examination by Canada, or by Canada's representatives during normal business hours at the Contractor's office or place of business. If no such location is available, then the Contractor must make financial records, with the supporting or underlying documents and records, available for examination at a time and location that is convenient for Canada.
- e. Retention of Records.** The Contractor must maintain such records, and Canada and its authorized representatives may examine such records, at all times during the period of this

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Contract and until the later of seven years after final payment and the settlement of all outstanding claims and disputes. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

- f. **Review by Canada.** Canada and its authorized representatives may examine, and make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.
- g. **Full Compliance.** The Contractor must ensure that all subcontractors and affiliates comply with the requirements of this clause.

15. Insurance.

15.1. Insurance Requirements. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligations under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at the Contractor's expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

16. Certifications and Additional Information.

16.1. Compliance with Certifications. Unless specified otherwise, the Contractor will be in default if it does not continuously comply with the certifications it provided in its offer or before contract award or if the Contractor does not provide evidence about its compliance when requested by the Contracting Authority. Canada may verify the Contractor's certifications throughout the Contract Period.

16.2. Compliance with Laws. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

16.3. Compliance with Code of Conduct. The Contractor must comply with the [Code of Conduct for Procurement](#).

16.4. Contingency Fees. The Contractor certifies and agrees that it has not paid and will not pay, directly or indirectly, any contingency fee for the solicitation, negotiation or obtaining of the Contract to any person (including, without limitation any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#)), other than an employee of the Contractor acting in the normal course of the employee's duties. In this section:

- a. contingency fee means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and
- b. "person" included any individual who is required to file a return with the registrar pursuant to section 5 of the [Lobbying Act](#) 1985, c. 44 (4th Supplement).

16.5. No Bribe. The Contractor certifies that it has not and will not offer, promise, give or pay any bribe, gift, benefit, or other inducement directly or indirectly to any official or employee of Canada or to any member of their family, in order to influence the issuance or administration of the Contract.

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16.6. No Influence; No Financial Interest. The Contractor must not influence, seek to influence, or otherwise take part in any decision of Canada that might further the Contractor's own interests. The Contractor must have no financial interest in the business of any third party that causes or would appear to cause a conflict of interest in connection with the performance of the Work. The Contractor must immediately declare any such financial interest to the Contracting Authority.

16.7. No Conflict. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in its performance of the Contract. If the Contractor becomes aware of any matter that causes or is likely to cause such a conflict, the Contractor must immediately disclose it to the Contracting Authority. If the Contracting Authority is of the reasonable opinion that such a conflict exists, it may either (i) require the Contractor to take steps to deal with the conflict or (ii) terminate the Contract for default. In this section, "conflict" means any matter, circumstance, interest, or activity affecting the Contractor, its personnel, or its subcontractors, that may impair or may appear to impair its ability to perform the Work diligently and independently.

16.8. Ethics Codes for Public Service. The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of interest Act](#), the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct or indirect benefit from the Contract.

16.9. Integrity Provisions. The Contract incorporates the *Ineligibility and Suspension Policy* and all related Directives incorporated by reference into the solicitation of offers on its closing date, and form a binding part of the Contract. The Contractor must comply with the provisions of the *Ineligibility and Suspension Policy* and Directives, found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

16.10. Federal Contractors Program for Employment Equity - Default by the Contractor. The Contractor agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid throughout the Contract Period. If the AIEE becomes invalid, Canada will add the name of the Contractor to the "FCP Limited Eligibility to Offer" list. The imposition of such a sanction by ESDC will result in the Contractor being in default.

16.11. Invoice Submittal Certification. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

17. International Sanctions.

17.1. Sanctions Limitations. Canada cannot accept delivery of goods or services that originate, directly or indirectly, from the countries or persons subject to [economic sanctions](#).

17.2. Contractor Obligations.

- a. The Contractor must:
 - i. not supply to the Government of Canada any goods or services that are subject to economic sanctions,

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- ii. comply with changes to the regulations imposed during the Contract Period, and
 - iii. immediately advise Canada if it is unable to perform the Work because of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services.
- b. If the Parties cannot agree on a workaround plan, Canada will terminate the Contract for convenience.

18. Anti-forced Labour Requirements.

18.1. Contractor's Statement. The Contractor states that the Work is not mined, manufactured, or produced wholly or in part by forced labour. In performing the Contract and regardless of who acts as an importer, the Contractor must not, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited under ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the [Customs Tariff](#) – Schedule (as amended from time to time), because it is mined, manufactured, or produced wholly or in part by forced labour.

18.2. Effect of Tariff Classification Determination or Investigation. If a tariff classification determination is made under the Customs Act that the importation of the Work or any part of the Work is prohibited, the Contractor must immediately so notify the Contracting Authority. If the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [Customs Tariff](#) – Schedule as mined, manufactured, or produced wholly or in part by forced labour, Canada may immediately terminate the Contract for default. If the Contractor is aware that the Work, or any part of it, is being or has been investigated regarding whether it is prohibited from entry under to tariff item No. 9897.00.00, the Contractor must immediately notify the Contracting Authority of that investigation.

18.3. Canada's Reasonable Grounds for Termination. If Canada has reasonable grounds to believe the Work was or is mined, manufactured, or produced in whole or in part by forced labour or was or is linked to human trafficking, Canada may terminate the Contract for default. Reasonable grounds for making such a determination may include

- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the [US Trade Facilitation and Trade Enforcement Act](#) (TFTEA) of 2015, or
- b. Credible evidence from a reliable source.

18.4. Contractor's Conviction in Canada of Specified Offences. Canada may terminate the Contract for default if the Contractor has, in the past three years, been convicted of any of the following offences under the [Criminal Code](#) or the [Immigration and Refugee Protection Act](#):

- a. **Criminal Code.**
 - i. section 279.01 (Trafficking in persons),
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years),
 - iii. subsection 279.02(1) (Material benefit - trafficking),
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years),
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking),
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years), or

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b. Immigration and Refugee Protection Act.

- i. section 118 (Trafficking in persons).

18.5. Contractor's Conviction Abroad of Similar Offences. If the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in the immediately preceding paragraph entitled Contractor's Conviction in Canada of Specified Offences, Canada may immediately terminate the Contract for default.

18.6. Determination of Similarity of Offences. For the purposes of determining whether a foreign offence is similar to a listed offence, Canada will take into account the following factors:

- a. in the case of a conviction, whether the court acted within its jurisdiction,
- b. whether the Contractor was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction,
- c. whether the court's decision was obtained by fraud, or
- d. whether the Contractor was entitled to present to the court every defence that the Contractor would have been entitled to present if the proceeding had been tried in Canada.

18.7. Representations from Contractor. If Canada intends to terminate the Contract under this section, Canada will so inform the Contractor and give the Contractor an opportunity to make written representations before making a final decision. Unless Canada establishes a different deadline, the Contractor must submit such written representations within 30 calendar days from receiving Canada's notice of concern.

19. Termination and Suspension.

19.1. Termination for Convenience.

- a. **Right to Terminate.** Canada may terminate the Contract for convenience in whole or in part by giving written notice to the Contractor. The termination for convenience will take effect immediately or at the time specified in the termination notice.
- b. **Effect of Termination.** Upon termination for convenience of the Contract
 - i. the Contractor must comply with the requirements of the termination notice; or
 - ii. if Canada terminates the Contract in part only, the Contractor must proceed to complete any part of the Work that is not part of the termination notice.
- c. **Payments.** Canada will pay the Contractor
 - i. according to the Basis of Payment, for any part of the Work delivered, inspected, and accepted whether completed before, or after the termination in accordance with the Contract;
 - ii. Costs incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, before the date of the termination notice; and
 - iii. Costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

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- d. **Maximum Payment.** The total of the amounts, which Canada may pay the Contractor under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- e. **Acknowledgments.**
 - i. **Claims.** The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;
 - ii. **Anticipated Profits.** The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - iii. **Repayments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

19.2. Termination on Default.

- a. **Right to Terminate.** Canada may, by giving written notice to the Contractor, terminate the Contract or any part of the Contract if the Contractor
 - i. fails to perform any term of the Contract, or
 - ii. becomes bankrupt, makes an assignment for the benefit of creditors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor.
- b. **Effect of Termination.**
 - i. For (a)(i) above, the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
 - ii. For (a)(ii) above, the termination will take effect immediately.
 - iii. **No Further Payment.** If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section;
 - iv. **Payment of Outstanding Amounts.** The Contractor must immediately pay Canada any amounts paid by Canada, including milestone payments, and all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;
 - v. **Refund of Advance Payments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination; and
 - vi. **Completed Parts of the Work.** Upon termination of the Contract for default, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:

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1. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
2. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

20. General Provisions.

20.1. Status of Contractor. The Contractor is an independent contractor engaged by Canada to perform the Work. The Contract does not create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

20.2. Entire Agreement. The Contract and the offer document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

20.3. Amendment.

- a. Amendments to the Contract must be in writing and signed by the Parties.
- b. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in writing and signed by the Parties.

20.4. Counterparts. The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

20.5. Assignment.

- a. The Contractor may only assign this agreement if
 - i. Canada agrees to the assignment in writing; and
 - ii. the Contractor remains responsible for the assignee's performance.
- b. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

20.6. Dispute Resolution.

- a. **Open Communication Between Parties.** The Parties agree to maintain open and honest communication about the Work during and after the period of the Contract.
- b. **Parties' Cooperation.** The Parties agree to consult and co-operate with each other to further the objectives of the Contract. They will promptly notify each other of, and attempt to resolve, any problems or differences that may arise.
- c. **Alternative Dispute Resolution.** If the Parties cannot resolve a dispute through consultation and cooperation, they will consult a neutral third party that offers alternative dispute resolution services.
- d. **Dispute Resolution Options.** Parties can find alternative dispute resolution options on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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20.7. Powers of Canada. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

20.8. Time of the Essence. It is essential that the Contractor deliver or perform the Work within or at the time stated in the Contract.

20.9. Excusable Delay.

- a. **Definition of Excusable Delay.** A delay in the performance by the Contractor or Canada of any obligation under the Contract that is caused by an event that
 - i. is beyond the reasonable control of the party,
 - ii. could not reasonably have been foreseen,
 - iii. could not reasonably have been prevented by means reasonably available to the party, and
 - iv. occurred without the fault or neglect of the party, is an "Excusable Delay" if the party advises the other party's Contracting Authority or Contractor's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the party becomes aware of it. The party must also advise the other, within 15 Business Days, of all the circumstances relating to the delay and provide to the Contracting Authority or Contractor's Representative for approval a clear Workaround plan explaining in detail the steps that the party proposes to take in order to minimize the impact of the event causing the delay.
- b. **Postponement of Delivery.** Either party will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.
- c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the party may terminate the Contract on written notice to the other party. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- d. **Liability for Costs Incurred.** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents because of an Excusable Delay.

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Annex Standing Offer Solicitation Definitions

In this solicitation, unless the context otherwise requires, the following terms have the following meanings.

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document;

"Call-up" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Canadian Good" means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". ([Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.](#))

"Canadian Service" means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

"Variety of Goods" means that if a requirement consists of more than one good, Canada will apply one of the following methods:

- a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or
- b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

"Variety of Services" means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

"Mix of Goods and Services" means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.

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For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

"Other Canadian Goods and Services" means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

"Client" means the department or agency for which the Work is performed;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

"Excluded Material" refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise;

"Former Public Servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity;

"General Conditions" means the general conditions that form part of the Contract;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

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“Joint Venture” means an association of two or more Parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to offer together on a requirement;

“Lump Sum Payment” means the payment which has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner;

“Net-Zero Challenge or Equivalent” means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, ‘United Nations Race to Zero’ or ‘Science-Based Targets Initiative (SBTI)’ or ‘Carbon Disclosure Project (CDP)’ or ‘International Organization for Standardization (ISO) – ISO 14064-1:2018’

"Offeror" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

“Packaging” means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](#));

"Party" means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them;

“Pension” means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8;

“Recyclable” means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](#));

“Recyclable packaging” means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](#));

“Returnable (to the Contractor)” means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client;

“Reusable (by Canada)” means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](#));

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"Security Deposit" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

"Approved Financial Institution" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the [Income Tax Act](#); (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation;

"Government-guaranteed Bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#); (c) registered in the name of the Receiver General for Canada;

"Irrevocable Standby Letter of Credit" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer;

"Specialized packaging" means packaging can be considered "specialized" if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled;

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"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

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Annex Standing Offer and Resulting Contract Definitions

In this Standing Offer Contract, unless the context otherwise requires, the following terms shall have the following meanings:

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document;

"Call-up" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Canadian Good" means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the [Canada-United States-Mexico Agreement \(CUSMA\)](#) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". ([Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.](#))

"Canadian Service" means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

"Variety of Goods" means that if a requirement consists of more than one good, Canada will apply one of the following methods:

- a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or
- b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

"Variety of Services" means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

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"Mix of Goods and Services" means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.

For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

"Other Canadian Goods and Services" means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

"Contract" or **"Call-up Contract"** means the contract that results from the issued Call-up that accept the Offeror's Offer including these Articles of Agreement, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"Contractor" means the Offeror, the person, entity or entities named in the Call-up Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Excluded Material" refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

"Net-Zero Challenge or Equivalent" means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, 'United Nations Race to Zero' or 'Science-Based Targets Initiative (SBTI)' or 'Carbon Disclosure Project (CDP)' or 'International Organization for Standardization (ISO) – ISO 14064-1:2018'

"Offeror" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

"Packaging" means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: [ISO 21067-1:2016, Clause 2.1.1](#));

"Party" means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them;

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“Recyclable” means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: [CAN/CSA-ISO 14021, Clause 7.7.1](#));

“Recyclable packaging” means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the [New Plastics Economy Global Commitment](#));

“Returnable (to the Contractor)” means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client;

“Reusable (by Canada)” means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: [CAN/CSA-ISO 14021, Clause 7.12.1.1](#));

"Security Deposit" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

"Approved Financial Institution" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the [Income Tax Act](#); (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation;

"Government-guaranteed Bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#); (c) registered in the name of the Receiver General for Canada;

"Irrevocable Standby Letter of Credit" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by

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the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer;

“Specialized packaging” means packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

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Annex Offer Submission Form

1. Offeror's Full Legal Name

The Offeror is the person or entity (or, for a Joint Venture, the persons or entities) submitting the proposal. Offerors who are part of a corporate group should identify the corporation that is the actual Offeror.

Offeror's Full Legal Name	
----------------------------------	--

2. Offeror's Procurement Business Number (PBN)

If the PBN does not match the Offeror's legal name, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches its legal name.

PBN is not required at Offer closing, but required prior to contract award.

Offeror's Procurement Business Number (PBN)	
--	--

3. Identification of Joint Venture Parties

For a proposal submitted on behalf of a Joint Venture, provide the information or indicate "N/A" if not applicable. If a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

Name(s) of Joint Venture Member	

PBN(s) of Joint Venture Member	

Authorized Representative of the Offeror	
---	--

Name	
------	--

Title	
-------	--

Telephone Number	
------------------	--

Fax Number	
------------	--

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Email	
Name of the Joint Venture, if applicable	
4. Applicable Laws	
Offerors may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If the Offeror has not made a change, the Offeror acknowledges its acceptance of the jurisdiction specified in this offer solicitation.	
Applicable Laws	
5. Electronic Payments	
The Offeror accepts the following payments (please check all that apply):	
<input type="checkbox"/> VISA Acquisition Card <input type="checkbox"/> MasterCard Acquisition Card <input type="checkbox"/> Direct Deposit (Domestic and International) <input type="checkbox"/> Electronic Data Interchange (EDI) <input type="checkbox"/> Wire Transfer (International Only) <input type="checkbox"/> Large Value Transfer System (LVTS) (Over \$25 million dollars)	
6. Language preferences	
The Offeror wishes that communications and documents be made in:	
<input type="checkbox"/> English <input type="checkbox"/> French	
Signatures	
Signature of representative authorized to sign on behalf of the Offeror	
Name:	
Title:	
Date:	

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Annex Offeror Declaration Form

Offeror's Full Legal Name	
Once you have read and understood each statement, please respond by checking () each certification below. The Offeror certifies to Canada that its responses below are complete and truthful.	
Acceptance of Clauses and Conditions	
() Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the offer solicitation and accept the clauses and conditions of the resulting contract.	
Federal Contractors Program for Employment Equity (FCP)	
Eligibility to submit an offer Federal Contractors Program for Employment Equity	() The Offeror, and any of its members if it is a joint venture, is not named on the Federal Contractors Program (FCP) for Employment Equity " FCP Limited Eligibility to Bid " list. <i>Canada may declare an offer non-responsive if the Offeror, or any of its members if the Offeror is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.</i>
Accuracy and Integrity	
Accuracy of information	() All the information that the Offeror submits with its offer is true, accurate, and complete as of the date indicated below.
Code of Conduct for Procurement	() The Offeror complies with Canada's Code of Conduct for Procurement .
Ineligibility and Suspension Policy	() The Offeror has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy ("Policy") and applicable directives in effect on the solicitation of offers issue date. () The Offeror is not currently suspended, or ineligible under Canada's Ineligibility and Suspension Policy. () The Offeror understands that any subsequent criminal charges or convictions may result in the Offeror's suspension or ineligibility to contract with Canada.
Signatures	
Signature of representative authorized to sign on behalf of the Offeror	
Name:	

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Title: _____

Date: _____

<p>Employment Equity The Federal Contractors Program (FCP) for employment equity is intended to address employment disadvantages for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Its goal is to achieve equality so that no person is denied employment opportunities for reasons unrelated to ability.</p>	<p>A. Check only one of the following: <input type="checkbox"/> The Offeror certifies that it has no work force in Canada. <input type="checkbox"/> The Offeror certifies that it is a public sector employer. <input type="checkbox"/> The Offeror certifies that it is a federally regulated employer, subject to the <i>Employment Equity Act</i>. <input type="checkbox"/> The Offeror certifies that it has a combined work force in Canada of less than 100 permanent employees (including full-time and part-time). <input type="checkbox"/> The Offeror certifies that it has a combined workforce in Canada of 100 or more employees, and the Offeror already has a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC - Labour. <input type="checkbox"/> The Offeror certifies that it has a combined workforce in Canada of 100 or more employees and the Offeror has duly submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC - Labour.</p> <p>B. Check only one of the following: <input type="checkbox"/> The Offeror is not a Joint Venture. <input type="checkbox"/> The Offeror is a Joint Venture, and each member has submitted a completed Federal Contractors Program for Employment Equity - Certification.</p>
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Integrated Technical Services



Safety First, Service Always



Batteries for 4 Season Buoys (4SB)

Statement of Work Annex A

Section 1 INTRODUCTION

1.1 BACKGROUND

To support its short-range Aids to Navigation (AtoN) Program and provide safety in marine transportation and recreational boating, the Canadian Coast Guard (CCG) requires waterproof battery cells to power the lanterns on floating aids, as specified in the Canada Shipping Act, 2001. This requirement is for the supply and delivery of waterproof battery cells that are configured for the Four Season Buoy program.

1.2 SCOPE

This Annex A - Statement of Work (SoW) defines the requirement to develop a Regional Individual Standing Offer (RISO) for two years with a one-year option to supply and deliver waterproof battery cells configured for the aforementioned buoys.

Annex B defines the Technical Statement of Requirements (TSoR) for battery cells for AtoN.

1.2.1 General

In general terms, the RISO is to supply and the deliver of the following: Battery model name AL25-22.5CCG 010-2531 or equivalent product.

1.3 QUANTITIES

CCG will require an estimated 140 units for the first two (2) years of the RISO, with an additional 70 units projected if the optional year is required. These figures do not represent a commitment to order the quantities shown, but rather CCG's estimate of future needs.

Section 2 CONTRACT MANAGEMENT

2.1 KICKOFF MEETING

The Contractor(s) must schedule and co-chair a kickoff meeting within 10 business days of the RISO award with the CCG Project Authority for AtoN and the CCG Regions. The CCG Project Authority will be responsible for providing a list of persons to be included in the meeting. The kickoff meeting will be conducted via teleconference and/or videoconference. For planning purposes, this meeting is not expected to last longer than 2 hours.

At a minimum, the following documents will be reviewed at the kickoff meeting:

- a) RISO (including Annex A and Annex B);
- b) Delivery schedules; and
- c) Provide any certifications as detailed in Annex B if necessary.

To facilitate a review, the Contractor must provide an electronic copy of the proposed certification format at least 3 business days prior to the kickoff meeting.

The Contractor must provide CCG Project Authority for AtoN with the kickoff meeting minutes for review and acceptance, no more than 3 business days after the kickoff meeting occurs. At a minimum, these minutes must include the following information:

- a) A list of attendees;
- b) Narrative summation of each issue discussed;
- c) List of action items, if any; and
- d) A schedule of all planned activities.

2.2 SHIPMENT REPORTING

The Contractor must notify the person at the CCG Region who placed the order in writing, 5 business days prior to each shipment leaving the Contractor's or manufacturer's facility. This written notification must be provided electronically. As part of this notification, the Contractor must specify an estimated delivery window to each delivery location, and provide the means for the CCG to track each shipment during transit (e.g. International Maritime Organization number, freight tracking number).

2.3 PROBLEM REPORTING

The Contractor must notify the person at the CCG Region who placed the order and the Project Authority for AtoN upon identifying or being informed of any issue that may impact the successful execution of Contract work. The Contractor must document this issue in writing within 2 business days of identification, and provide this discourse to the CCG Region who placed the order and the Project Authority for AtoN electronically. This written discourse must also establish the appropriate measure(s) that the Contractor will use to mitigate the overall risk to the Contract work.

Section 3 TESTING AND INSPECTION

3.1 GENERAL CONSIDERATIONS

The Contractor must ensure that all tests and inspections defined in Annex B are conducted prior to shipment, if necessary.

3.2 DOCUMENTATION

The Contractor must provide the CCG with all pertinent documentation defined in Annex A and Annex B.

The following documentation is to be provided for each battery type at each call-up:

- a) Installation Manual;
- b) Handling & Storage Instructions; and
- c) Maintenance Manual.

3.3 QUALITY ASSURANCE

The Contractor is responsible for each battery cell arriving at the CCG base in the correct and undamaged shipping containers. Each battery cell will arrive at each CCG base at 99% (+/-1%) of battery life expectancy. Any deviation of the aforementioned, and the supplier will be responsible for all costs for replacement.

As a condition of the Contract, Canada reserves the right to conduct inspections of battery condition on arrival at the CCG base.

The Contractor will be required to seek CCG's approval of any proposed changes to the configuration or design of the battery cell for the life of the standing offer agreement. No changes shall be implemented prior to acceptance of the proposed change by CCG.

Section 4 SHIPPING AND PACKAGING

4.1 GENERAL CONSIDERATIONS

4.1.1 Delivery

Shipping will be direct to the Forward Operating Bases (FOB) as per para 4.2. The following key points will provide guidance for the delivery schedule:

- a) Upon confirmation from the contractor of a call-up by a region, the contractor will have 90 days to deliver to the FOB;
- b) Batteries will be delivered to the regions in accordance with paragraphs 2.2 and 2.3;
- c) All changes to the delivery schedule by the contractor must be approved by the Project Authority for AtoN and the region that conducted the call-up; and
- d) Preventable delays will be subjected to penalties in accordance with the guidelines provided by Public Services Procurement Canada and events uncontrolled by the contractor it is permissible to apply for a 30-day extension.

4.2 DELIVERY LOCATIONS

Delivery will be to one of the following FOB locations:

- a) CCG Québec City, Québec
101 Boulevard Champlain
Québec City, QC, G1K 4H9;
- b) CCG Prescott Base, Ontario
401 King Street
Prescott, ON, K0E 1T0; and
- c) CCG Sorel Base
15 rue Prince
Sorel, QC, J3P 4J4.
- d) CCG Parry Sound Base
28 Waubeek Street, Parry Sound,
ON P2A 1B9.

4.3 WARRANTY

All battery cells will have a minimum twelve (12) months full replacement warranty for manufacturing defects. The warranty is to be inclusive of shipping costs to the original delivery point. The warranty period will begin on the date that the batteries are received at the delivery locations.

4.4 PACKING/SHIPPING MEANS

All goods must be preserved and packaged in such a way as to ensure complete delivery at the destination, without damage or deterioration from shipping, handling, or storage hazards. The Contractor must provide the CCG Region with a hard copy of the bill of lading.

In accordance with the Zero Waste Strategy by the Canadian Council of Ministers of the Environment, plastic shall be minimized when bundling and when cost-permissive, products used for bundling should be a material that can be recycled.

Each shipment must be packaged to facilitate safe unloading at the destination with standard lifting equipment (i.e., forklifts and overhead cranes). No container must exceed a weight of 2.5 metric tonnes.

All containers that ship batteries must be fitted with shipping tags indicating the following information:

- a) Name and address of both the consignee and the Contractor;
- b) Contract number;
- c) Contents, including type, catalogue number; and
- d) Quantity.



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Batteries for 4 Season Buoys (4SB)

Technical Statement of Requirements

Annex B

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Section 1. INTRODUCTION

This document sets out the specifications of the Canadian Coast Guard (CCG) for the Four seasons buoys (4SB) batteries. This section is for information purposes.

1.1 STATEMENT OF OPERATIONAL REQUIREMENTS

The Canadian Coast Guard (CCG) is mandated to ensure the safety of mariners on Canada's waterways. To achieve this, the CCG has implemented several aids to navigation systems, including lighted summer buoys and unlit winter spar buoys. To reduce its operating costs, the CCG commissioned a team to develop a Four-Season Lighted Navigation Buoy (4SB) for use in severe ice conditions. Due to the severity of the ice conditions, it is difficult to use a solar power system to run the navigational light installed at the top of the buoy. As a result, only a high-capacity primary battery can be used to provide the necessary energy.

Section 2. RELEVANT DOCUMENTS

The documents presented in this section are an integral part of the CCG's requirements to the extent that they are cited in these technical specifications.

2.1 PRIORITY OF DOCUMENTS

In the event of a conflict between the text of this document and the references cited herein, the text of this document takes precedence. Nothing in this document, however, supersedes applicable laws and regulations unless a specific exemption has been made.

Section 3. COMPATIBILITY REQUIREMENTS

3.1 CABLE OPTIONS

Both battery cable options (option A and option B of requirement #2) must be available to order.

3.2 SIZE AND DIMENSIONS

Battery pack dimensions and mass must be compatible with Sabik SVV500-6 buoy.

3.3 ENVIRONMENT

Battery must be able to survive an operating temperature range from -30° C to +50° C.

Section 4. TECHNICAL STATEMENT OF REQUIREMENTS FOR BATTERY PROVISIONING

The battery must comply with the requirements listed in the Table 1.

Table 1 : Battery Technical Requirements.

Requirement #	Criteria	Description of requirement	Proof of compliance
1	Short-Circuit Protection	The battery pack must contain a short-circuit protection device (e.g. resettable PTC device). The protection device must be selected according to the battery pack specifications.	Submit data
A	Cable type (Option A)	<p>The battery must be equipped with a 610 mm long electric cable with a RMG-2-FS connector. The cable must be CSA certified, UL listed or CE certified, and RoHS or ISO 14001 compliant, and meet the following specifications:</p> <ul style="list-style-type: none"> • SOOW cable type; • Number of conductors: 2; • Wire gauge: AWG 18; and • Outer diameter of cable: 9 mm [0.345"]. 	Submit data
2	B	<p>The battery must be equipped with a 10.7m long electric cable without connector. The cable must be CSA certified, UL listed or CE certified, and RoHS or ISO 14001 compliant, and meet the following specifications:</p> <ul style="list-style-type: none"> • SOOW cable type; • Number of conductors: 2; • Wire gauge: AWG 18; and • Outer diameter of cable: 9 mm [0.345"]. <p>Both free conductors extremities must be securely isolated to avoid any short circuit and hazardous contact who may occur during transport and handling.</p>	Submit data
3	Circulation Current	Diodes must be used to prevent circulation currents between parallel cell assemblies. The diodes must be selected according to the battery pack specifications.	Submit data
4	Vent Plug	The battery must be equipped with a removable vent plug in its bottom end such that it can be vented; the minimum diameter size of the opening is 10 mm and no greater than 11 mm.	Submit data
5	Cell Technology	The battery pack must be made of industrial grade alkaline primary cells (Zn/MnO ₂), 0 % lead or cadmium (heavy metal free), classified as environmental friendly.	Submit data
6	Configuration	Internal batterie configuration must be made of 15 sticks in series. Each stick includes 36 batteries in parallel (15S36P) for a total of 540 type D batteries	Submit data
7	Capacity	The minimum capacity of the battery must be of 12,150 Wh.	Submit data
8	Operating Voltage	The battery-pack operating voltage must be between 9 and 30 VDC. Upon delivery, the battery-pack voltage must be higher than 22.5 VDC.	Submit data
9	Housing Material	The battery housing material must be polymeric.	Submit data
10	Overall Dimensions	<p>The battery must meet the following dimensions:</p> <ul style="list-style-type: none"> • Diameter: 245 mm ± 5 mm 	Submit data

BATTERY FOR FOUR SEASONS BUOYS (4SB)

		<ul style="list-style-type: none"> Max Height: 1155 mm ± 5 mm <p>The battery housing must contain a 25 mm ± 2 mm diameter hole and be located in the center of the battery at 40 mm ± 5 mm from bottom.</p>	
11	Mass	The total mass of the battery must be less than 90 kg.	Submit data
12	Ingress Protection	The battery must be completely waterproof such that it can be used submerged continually (water depth of at least 7 meters) in a salt water environment.	Submit data
13	Manufacturing process	The battery must have been manufactured at most 6 months prior delivery.	Submit data
14	Identification	The battery must be equipped with an identification nameplate indicating the name of the manufacturer, the model number, the serial number and the year and month of manufacture.	Submit data

ANNEX "C"

BASIS OF PAYMENT

The Offeror must complete Tables 1, 2 and 3, for each region (Quebec & Ontario), of Annex C as follows:

- a. All prices must be in Canadian currency;
- b. All prices must include customs duties;
- c. All prices must not include applicable taxes;
- d. All prices must include delivery/shipping costs (DDP) to the destinations identified in the tables below;
- e. Offerors must submit pricing for both regions, by filling out the pricing table(s) below. In order to be considered for a particular Standing Offer, the offeror must provide a price for every item in both pricing table(s). A financial offer addressing only a portion of the requirement will be declared non-responsive;
- f. A financial evaluation will be conducted separately for each region, by calculating the Total Evaluated Price in accordance with Tables 1,2 & 3 below.

Note 1: all quantities contained in the tables below represent estimates and will be used for evaluation purposes ONLY.

Table 1: Year 1, Quebec Region

			Delivery to CCG Québec Base, Québec	Delivery to CCG Sorel Base, Québec	Extended Price A
Description	Item/Option	Estimated QTY	Firm Price per Unit (DDP)	Firm Price per Unit (DDP)	Extended Price (DDP)
Supply of Battery model name AL25- 22.5CCG 010-2531. or equivalent product.	Item 1 - Option A: Short Cable Type A with connector.	35	\$	\$	\$
	Item 2 - Option B: Long Cable without connector.	35	\$	\$	\$
Total Extended Price A					\$

Table 2: Year 2, Quebec Region

			Delivery to CCG Québec Base, Québec	Delivery to CCG Sorel Base, Québec	Extended Price B
Description	Item/Option	Estimated QTY	Firm Price per Unit (DDP)	Firm Price per Unit (DDP)	Extended Price (DDP)
Supply of Battery model name AL25- 22.5CCG 010-2531. or equivalent product.	Item 3 - Option A: Short Cable Type A with connector.	35	\$	\$	\$
	Item 4 - Option B: Long Cable without connector.	35	\$	\$	\$
Total Extended Price B					\$

Table 3: Option Year 1, Quebec Region

			Delivery to CCG Québec Base, Québec	Delivery to CCG Sorel Base, Québec	Extended Price C
Description	Item/Option	Estimated QTY	Firm Price per Unit (DDP)	Firm Price per Unit (DDP)	Extended Price (DDP)
Supply of Battery model name AL25- 22.5CCG 010-2531. or equivalent product.	Item 5 - Option A: Short Cable Type A with connector.	35	\$	\$	\$
	Item 6 - Option B: Long Cable without connector.	35	\$	\$	\$
Total Extended Price C					\$

*(Quantities shown in the tables above are for evaluation purposes only and will be removed at issuance of a Standing Offer).

Table 1: Year 1, Ontario Region

			Delivery to CCG Prescott Base, Ontario	Delivery to CCG Parry Sound Base, Ontario	Extended Price A
Description	Item/Option	Estimated QTY	Firm Price per Unit (DDP)	Firm Price per Unit (DDP)	Extended Price per Unit (DDP)
Supply of Battery model name AL25- 22.5CCG 010-2531. or equivalent product.	Item 1 - Option A: Short Cable Type A with connector.	35	\$	\$	\$
	Item 2 - Option B: Long Cable without connector.	35	\$	\$	\$
Total Extended Price A					\$

Table 2: Year 2, Ontario Region

			Delivery to CCG Prescott Base, Ontario	Delivery to CCG Parry Sound Base, Ontario	Extended Price B
Description	Item/Option	Estimated QTY	Firm Price per Unit (DDP)	Firm Price per Unit (DDP)	Extended Price per Unit (DDP)
Supply of Battery model name AL25- 22.5CCG 010-2531. or equivalent product.	Item 3 - Option A: Short Cable Type A with connector.	35	\$	\$	\$
	Item 4 - Option B: Long Cable without connector.	35	\$	\$	\$
Total Extended Price B					\$

Table 3: Option Year 1, Ontario Region

			Delivery to CCG Prescott Base, Ontario	Delivery to CCG Parry Sound Base, Ontario	Extended Price C
Description	Item/Option	Estimated QTY	Firm Price per Unit (DDP)	Firm Price per Unit (DDP)	Extended Price per Unit (DDP)
Supply of Battery model name AL25- 22.5CCG 010-2531. or equivalent product.	Item 5 - Option A: Short Cable Type A with connector.	35	\$	\$	\$
	Item 6 - Option B: Long Cable without connector.	35	\$	\$	\$
Total Extended Price C					\$

*(Quantities shown in the tables above are for evaluation purposes only and will be removed at issuance of a Standing Offer).

Financial Evaluation Criteria.

- a. The price of the offer will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.
- b. Offerors can submit pricing by filling out the applicable pricing table(s) found in Annex C (Basis of Payment). In order to be considered for a particular Standing Offer, the offeror must provide a price for every item in the applicable pricing table(s).
- c. The financial evaluation will be conducted by calculating the Evaluated Price in accordance with Tables 1,2,3, provided in Annex C, Basis of Payment.

Extended Price for each item is calculated as follows:

(Item 1 Firm Price per Unit (Quebec Base) x Estimated Qty) + (Item 1 Firm Price per Unit (Sorel Base) x Estimated Qty) = Item 1 Extended Price.

This is repeated for items 2,3,4,5 and 6 inclusive for both regions.

Total Extended Price

A = Sum of the Extended Price of items 1 – 2 (inclusive)

B = Sum of the Extended Price of items 3 – 4 (inclusive)

C = Sum of the Extended Price of items 5 – 6 (inclusive)

Total Evaluated Price = Total Extended Price A + Total Extended Price B + Total Extended Price C.



Batteries for 4 Season buoys

Technical Mandatory Criteria Annex D



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Abbreviations

Abbreviation	Definition
CCG	Canadian Coast Guard
DFO	Fisheries and Oceans Canada
IP	Ingress Protection
kg	Kilograms
m	Meters
TR	Technical Requirement
TSoR	Technical Specification of Requirements
4SB	Four seasons buoys

1. Evaluation Process

This Technical Mandatory Criteria will be used to evaluate the Offeror's proposal to satisfy the requirements of the four seasons buoys (4SB) batteries for the Canadian Coast Guard.

The evaluation process consists of only Mandatory Requirements.

For the purposes of this solicitation, mandatory requirements are those requirements identified in the Solicitation that the offeror "must" satisfy.

1.1. Offeror Instructions

To demonstrate that they have met the mandatory technical criteria, Offerors are required to provide the following with their offer:

- A clear statement of compliance with the "must" statements in the Annex B – Technical Specification of Requirements;
- The Offeror must complete the tables found in Appendices A1 in full. All statements must be clear indicating where within the bid proposal, the section, page number and paragraph, the evidence required for meeting compliancy is found and must be put in the column labelled "Compliant/Non- Compliant" in the tables found in Appendices A1;

2. Verification

2.1. Methods of Verification

The CCG uses the definitions for methods of verification as outlined in Table 1.

Table 1: Methods of Verification

Method	Description
Data Submission	The Offeror shall submit data in the form of reports, drawings, schematics, and other documents sufficient to demonstrate that the requirements are met.
Test	The Offeror shall submit the results of tests of the bid product, previously performed in its own facility or by other accredited independent labs or agencies to demonstrate that the requirements are met.
Analysis	The Offeror shall perform a detailed technical or engineering analysis in sufficient detail to demonstrate the requirements are met.
Inspection	A visual inspection of the equipment demonstrates the requirement is met (e.g. photo of a serial port, or nameplate).

2.2. Compliance

The compliance with the Methods of Verification can be found in Table 2.

Table 2: Compliance Method

Compliance Method	Warning: Description
Statement of Conformance	Written acknowledgement that this requirement has been met. A certificate of compliance shall be provided when possible/applicable.
Submit Data	Provide Engineering Drawings/Documentation to validate that this requirement has been met.
Submit Test Data	Provide test data as dictated in the performance specification, test date from an independent laboratory via an Industry Standard Test to validate that this requirement has been met.

3. Mandatory Requirements

Table 3 : Requirements

Reference #	Criteria Description	Requirement or Value	Verification	Compliance	Compliant (Y/N)
M1	Short-Circuit Protection	The battery pack must contain a short-circuit protection device (e.g. resettable PTC device). The protection device must be selected according to the battery pack specifications.	Data Submission	Statement of Conformance	
		The battery must be equipped with a 610 mm long electric cable with a RMG-2-FS connector . The cable must be CSA certified, UL listed or CE certified, and RoHS or ISO 14001 compliant, and meet the following specifications: <ul style="list-style-type: none"> • SOOW cable type; • Number of conductors: 2; • Wire gauge: AWG 18; and • Outer diameter of cable: 9 mm [0.345"]. 	Data Submission	Statement of Conformance	
M2	Cable type (Option A)	The battery must be equipped with a 10.7m long electric cable without connector . The cable must be CSA certified, UL listed or CE certified, and RoHS or ISO 14001 compliant, and meet the following specifications: <ul style="list-style-type: none"> • SOOW cable type; • Number of conductors: 2; • Wire gauge: AWG 18; and • Outer diameter of cable: 9 mm [0.345"]. 	Data Submission	Statement of Conformance	
		Both free conductors extremities must be securely isolated to avoid any short circuit and hazardous contact who may occur during transport and handling.			
M3	Circulation Current	Diodes must be used to prevent circulation currents between parallel cell assemblies. The diodes must be selected according to the battery pack specifications.	Data Submission	Statement of Conformance	
M4	Vent Plug	The battery must be equipped with a removable vent plug in its bottom end such that it can be vented; the minimum diameter size of the opening is 10 mm and no greater than 11 mm.	Data Submission	Statement of Conformance	
M5	Cell Technology	The battery pack must be made of industrial grade alkaline primary cells (Zn/MnO ₂), 0 % lead or cadmium (heavy metal free), classified as environmental friendly.	Data Submission	Statement of Conformance	
M6	Configuration	Internal batterie configuration must be made of 15 sticks in series. Each stick includes 36 batteries in parallel (15S36P) for a total of 540 type D batteries	Data Submission	Statement of Conformance	

M7	Capacity	The minimum capacity of the battery must be of 12,150 Wh.	Data Submission	Statement of Conformance		
M8	Operating Voltage	The battery-pack operating voltage must be between 9 and 30 VDC. Upon delivery, the battery-pack voltage must be higher than 22.5 VDC.	Data Submission	Statement of Conformance		
M9	Housing Material	The battery housing material must be polymeric.	Data Submission	Statement of Conformance		
M10	Overall Dimensions	The battery must meet the following dimensions: <ul style="list-style-type: none"> • Diameter: 245 mm \pm 5 mm • Max Height: 1155 mm \pm 5 mm The battery housing must contain a 25 mm \pm 2 mm diameter hole and be located in the center of the battery at 40 mm \pm 5 mm from bottom.	Data Submission	Statement of Conformance		
M11	Mass	The total mass of the battery must be less than 90 kg.	Data Submission	Statement of Conformance		
M12	Ingress Protection	The battery must be completely waterproof such that it can be used submerged continually (water depth of at least 7 meters) in a salt water environment.	Data Submission	Statement of Conformance		
M13	Manufacturing process	The battery must have been manufactured at most 6 months prior delivery.	Data Submission	Statement of Conformance		
M14	Identification	The battery must be equipped with an identification nameplate indicating the name of the manufacturer, the model number, the serial number and the year and month of manufacture.	Data Submission	Statement of Conformance		