

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works & Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.E.)
B3J 1T3
Halifax
Bid Fax: (902) 496-5016

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
Real Property Contracting
1713 Bedford Row
P.O. Box 2247/C.P.2247
Halifax, N.S./Halifax, (N.E.)
B3J 3C9
Halifax

Title - Sujet FABRICATED STEEL TOWERS	
Solicitation No. - N° de l'invitation F5502-120317/A	Date 2012-10-10
Client Reference No. - N° de référence du client F5502-12-0317	GETS Ref. No. - N° de réf. de SEAG PW-\$PWA-122-4928
File No. - N° de dossier PWA-2-68050 (122)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-22	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Chinye, Chukwudi	Buyer Id - Id de l'acheteur pwa122
Telephone No. - N° de téléphone (902)496-5476 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS MCI BUOY BASE MAINT. & CONSTRUCTION 50 DISCOVERY DR., LEVEL 4 DARTMOUTH NOVA SCOTIA B2Y3Z8 Canada	
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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment and any other annexes.

2. Summary

Department of Fisheries and Oceans has a requirement for a Regional Individual Standing Offer for the provision of all labour, material, equipment, tools, permits, certification and supervision and required to fabricate, assemble and deliver 10ft, 15ft, 20ft, 25 ft and 30 ft steel towers to Bedford Institute of Technology (BIO) in Damouth Nova Scotia on an as and when requested basis in accordance with Annex A- Statement of Work.

In pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Security Requirement

Not Applicable

4. Debriefings

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After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html) - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

Condition of Material

B1000T

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. 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 Nova Scotia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer (one hard copy)

Section II: Certifications (one hard copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

- 2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

1.1 Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form - PWGSC-TPSGC 229](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html)) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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2.If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3.The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

c.() is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

d.() is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS , offerors must provide the information required below.

Definitions

For the purposes of this clause,

"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.

"lump sum payment period" means the period measured in weeks of salary, for which payment 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.

"pension" means, in the context of the fee abatement formula, 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 FPS . 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.

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? YES () NO ()

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If so, the Offeror must provide the following information:

- a.name of former public servant;
- b.date of termination of employment or retirement from the Public Service.
Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Offeror must provide the following information:

- a.name of former public servant;
- b.conditions of the lump sum payment incentive;
- c.date of termination of employment;
- d.amount of lump sum payment;
- e.rate of pay on which lump sum payment is based;
- f.period of lump sum payment including start date, end date and number of weeks;
- g.number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

2.3 Welding Certification

1.Welding must be performed by a welder certified by the Canadian Welding Bureau and in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

a.CSA W47.1-03, Certification of Companies for Fusion Welding of Steel (division level one)

2.Before contract award and within seven (7) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its certification to the welding standards. Failure to comply with the request will result in the offer being declared non-responsive

2.4 Proof of an Independent Safety Audit

Bidders are to provide documentation indicating that the bidder has successfully completed a recognized safety audit, and the company/person performing the audit are approved by a regulatory authority to conduct safety audit.

The Bidder must provide, within **three (3) days** following a request from the Contracting Authority, a certificate or letter confirming the Bidder's good standing account. Failure to comply with the request will result in the bid being declared non-responsive.

2.5 Confirmation of Workers Compensation Coverage

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within **three (3) days** following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request will result in the bid being declared non-responsive

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**1. Security Requirement**

Not Applicable

2. Financial Capability

Not Applicable

3. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**A. STANDING OFFER****1. Offer**

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Security Requirement

Not Applicable

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection (4) of Section (11) - Code of Conduct and Certifications - Standing Offer of General Conditions -Standing Offers -2005-Goods or Services referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

3.2 Standing Offers Reporting

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The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fourteen (14) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____ (To be Determined at Issuance of Standing Offer).

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **four (4),12 month option periods**, 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.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Chukwudi Chinye
Title: Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
Atlantic Region

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Address: 1713 Bedford Row
Halifax, Nova Scotia
B3J 1T3

Telephone: 902- 496- 5476

Facsimile: 902- 496- 5016

E-mail address: chukwudi.chinye@pwgsc.gc.ca

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 is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

5.3 Offeror's Representative (To be completed by Offeror)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Malcolm Cook or Aaron Slaney of DFO/Canadian Coast Guard/Integrated Technical Services/Maritime and Civil Infrastructure.

7. Call-up Procedures

The Identified User will provide the offeror with statement of work required and the Offeror must provide the identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the standing offer. The offeror must not undertake any of the specified work unless and until a call-up is issued by the identified User. The estimated cost stated in the call-up must not be exceed without the specific written authorization of the Identified User.

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer*

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

10. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$100,000.00** (Goods and Services Tax or Harmonized Sales Tax excluded) 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 which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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 three (3) 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.

11. 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) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions ; (2010A-2012-07-16-Goods (Medium Complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Dollar Usage Report;
- i) Annex E, Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer
- j) the Offeror's offer dated _____ (*insert date of offer*),

12. Certifications

12.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

13. 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 Nova Scotia.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

The text under Subsection (4) of Section (29) - Code of Conduct and Certifications - Contract of (2010A) referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section (16) Interest on Overdue Accounts, of (2010A, 2012-07-16 Goods (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

Delivery must be made within 30 calendar days from receipt of a call-up of one tower against the Standing Offer."

Delivery must be made within 60 calendar days from receipt of a call-up of more than one tower against the Standing Offer.

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Contracting Authority before their incorporation into the Work.

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

4.4 SACC Manual Clauses

T1204 - Direct Request by Customer Department
Workers Compensation

A9117C
A0285C

Welding Certification

1.The Contractor must ensure that welding is performed by a welder certified by the Canadian Welding Bureau (CWB) in accordance with the requirements of the following Canadian Standards Association (CSA) standards:

a.CSA W47.1-03, Certification for Companies for Fusion Welding of Steel division level 1

2.In addition, welding must be done in accordance with the requirements of the applicable drawings and specifications.

3.Before the commencement of any fabrication work, and upon request from the Inspection Authority, the Contractor must provide approved welding procedures and/or a list of welding personnel he intends to use in the performance of the Work. The list must identify the CWB welding procedure qualifications attained by each of the personnel listed and must be accompanied by a copy of each person's current CWB welding certification.

4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Invoices shall be detailed as follows:

- (a) The original and two (2) copies must be forwarded to the following address for certification and Payment no later than seven days after the end of the service.

Fisheries and Oceans
MCI Buoy Base Maintenance and Construction
P O Box 10000,
50 Discovery Drive, Level 4,
Dartmouth, N.S. B2Y 3Z8

6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7. SACC Manual Clauses

Inspection and Acceptance
Estimates

D5328C
M3800C

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ANNEX "A"

REQUIREMENT
(see attached Drawings)

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ANNEX "B"
BASIS OF PAYMENT

Price per Unit Must include all labour, material, equipment and transportation required to fabricate and deliver 10, 15, 20 and 25 feet towers to Fisheries and Oceans, MCI Buoy Base Maintenance and Construction, P.O Box 1000, 50 Discovery Drive, level 4, Dartmouth, Nova Scotia .

Year 1

Column A	Column B Requirement Description	Column C Unit of Measurement	Column D Estimated Quantity	Column E Price per Unit	Column F Extended Price (Col D *Col E)
1	Fabrication and Delivery of 10 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
2	Fabrication and Delivery of 15 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
3	Fabrication and Delivery of 20 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
4	Fabrication and Delivery of 25 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
5	Fabrication and Delivery of 30 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
Year one Total					\$ _____

Option Year 1

Column A	Column B Requirement Description	Column C Unit of Measurement	Column D Estimated Quantity	Column E Price per Unit	Column F Extended Price (Col D *Col E)
1	Fabrication and Delivery of 10 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
2	Fabrication and Delivery of 15 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
3	Fabrication and Delivery of 20 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
4	Fabrication and Delivery of 25 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
5	Fabrication and Delivery of 30 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
Option Year one Total					\$ _____

Option Year 2

Column A	Column B Requirement Description	Column C Unit of Measurement	Column D Estimated Quantity	Column E Price per Unit	Column F Extended Price (Col D *Col E)
1	Fabrication and Delivery of 10 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
2	Fabrication and Delivery of 15 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
3	Fabrication and Delivery of 20 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
4	Fabrication and Delivery of 25 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
5	Fabrication and Delivery of 30 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
Option Year two Total					\$ _____

Option Year 3

Column A	Column B Requirement Description	Column C Unit of Measurement	Column D Estimated Quantity	Column E Price per Unit	Column F Extended Price (Col D *Col E)
1	Fabrication and Delivery of 10 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
2	Fabrication and Delivery of 15 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
3	Fabrication and Delivery of 20 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
4	Fabrication and Delivery of 25 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
5	Fabrication and Delivery of 30 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
Option Year three Total					\$ _____

Option Year 4

Column A	Column B Requirement Description	Column C Unit of Measurement	Column D Estimated Quantity	Column E Price per Unit	Column F Extended Price (Col D *Col E)
1	Fabrication and Delivery of 10 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
2	Fabrication and Delivery of 15 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
3	Fabrication and Delivery of 20 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
4	Fabrication and Delivery of 25 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
5	Fabrication and Delivery of 30 feet tower in accordance with Annex A-Requirement	each	3	\$ _____	\$ _____
Option Year four Total					\$ _____

Total Amount = Total (Year 1) + Total (Option Year 1) + Total (Option Year 2) + Total (Option Year 3) + Total (Option Year 4) = \$ _____

The Total amount, will be the amount that will be considered during evaluation of all bids tendered.

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ANNEX "C"

DOLLAR USAGE REPORT FORM

			REPORT TOTALS
COMPANY NAME:		OPENING VALUE:	\$0.00
STANDING OFFER NO.:		Less Usage to Date:	\$0.00
PERIOD OF REPORT:		Balance Remaining:	\$0.00
CALL UP NUMBER	DATE OF CALL UP	CUSTOMER/SHIP NAME	CALL-UP VALUE
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
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ANNEX "D"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

m. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,

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Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2. The policy must include the following:

a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence

b. Accident Benefits - all jurisdictional statutes

c. Uninsured Motorist Protection

d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

e. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire

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ANNEX E

Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer.

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

Offeror's List of Directors below: Please provide a list of names of all individuals who are currently Directors in accordance with **PART 5-CERTIFICATION**.

Directors: (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.