

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 1T3  
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**  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9

<b>Title - Sujet</b> RISO-NON DESTRUCTIVE TESTING		
<b>Solicitation No. - N° de l'invitation</b> F5561-122002/A		<b>Date</b> 2012-05-23
<b>Client Reference No. - N° de référence du client</b> F5561-12-2002		<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-403-8686
<b>File No. - N° de dossier</b> HAL-1-67019 (403)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-03</b>		<b>Time Zone Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> See Herein		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brow, Theresa		<b>Buyer Id - Id de l'acheteur</b> hal403
<b>Telephone No. - N° de téléphone</b> (902)496-5166 ( )		<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS AS PER CALL UP Canada		
<b>Security - Sécurité</b> 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**

<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

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## NDT Testing Regional Individual Standing Offer

### 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, if applicable, 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, Basis of Payment, Security Requirements Checklist, and Insurance Requirements.

#### 2. Summary

To provide services to carry out technical requirements for a marine Non-Destructive Testing (NDT), testing in support of ship surveys and maintaining Quality Assurance requirements for vessel deck, machinery and structure conditions for Canadian Coast Guard in Newfoundland & Labrador and Maritime Region, on an "urgent" and "as and when requested" basis.

#### 3. Security Requirement

There is no security requirement associated with the requirement of the Standing Offer.

#### 4. Debriefings

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.1 SACC Manual Clauses

M0200T	Evaluation of Price	(2007-05-25)
M0019T	Firm Price and/or Rates	(2007-05-25)
M1004T	Materiel	(2011-05-16)
M0011T	Facility Evaluation	(2006-08-15)

### 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 Offer.

### 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: Technical Offer (one (1) copy)  
Section II: Financial Offer (one (1) hard copy)  
Section III: Certifications (two (2) hard copies)

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 (<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 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: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

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 III: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

#### 1.1 Evaluation of Price

For the purposes of evaluation, the price will be calculated as follows:

A) The unit price will be multiplied by the Estimated Quantity to arrive at the Extended Total for each of the line items.

B) The aggregate of the Extended Total (including the extension period(s) if applicable) determines the Evaluated total.

### 2. Basis of Selection

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.

### 3. Mandatory Requirements

#### 3.1 Mandatory Requirements at Solicitation Closing :

Failure to meet any of the following mandatory requirements at solicitation closing will render the submission non-compliant and given no further consideration.

1. Compliance with the terms and conditions contained in this document.
2. Provision of pricing as requested.

3. Ability to perform the full scope of the work described and/or provision of pricing for each of the items shown in the Proposed Basis of Payment

### 3.2 Mandatory Requirements Prior to Standing Offer Issue:

These requirements must be met prior to issue. Failure to meet any of the following mandatory requirements will render your bid non-compliant and given no further consideration. You must meet these requirements within ten (10) days of a request by the Contracting Authority..

A) Compliance with Certification Requirements (Part 5)

B) Provision of Evidence that the Offeror is licensed in the Province of Nova Scotia to carry out the work required.

## 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. Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

#### 1.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer:

##### 1.1.1 Federal Contractors Program - Certification

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.

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.

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

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

#### 1.1.2 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 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.

#### Former Public Servant in Receipt of a Pension

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

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.

#### 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.

#### 1.1.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

Offerors must submit the certifications as provided below:

## 1.2 Certifications Precedent to Issuance of 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 requirements within that time period will render the offer non-responsive.

### 1.2.1 Workers' Compensation

It is mandatory that the Bidder has an account in good standing with the Provincial Workers Compensation Board/Commission.

Before contract award the successful Bidder must submit a certification or Letter of Good Standing from the applicable Worker's Compensation Board/Commission. Failure to provide this information will render the bid non-responsive.

### 1.2.2 Insurance

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

The Contractor is responsible to decide 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 will be 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 including details of the insurance coverage, exclusions, deductibles and conditions and confirming that the insurance policy complying with the requirements is in force. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 1.2.3 Valid Labor Agreement

If the Bidder has a labor agreement, or other suitable instrument, in place with its unionized labor or workforce, it must be valid for the proposed period of any resultant contract. Before contract award the successful Bidder must provide evidence of that agreement.

### 1.2.4 NDT SUPPORT SERVICES

Contractor shall provide NDT services with the following minimum qualifications: NDT Personnel shall be qualified as a minimum to CAN/CGSB 48.9712 (or equivalent ASNT) Level II for the applicable processes analysis and reports, Magnetic Particle (MT), Liquid Penetrant (PT), and Ultrasonic (UT).

Before contract award and within five (5) calendar days of the written request by the Contracting Authority, the successful Bidder must submit evidence demonstrating its qualifications to these levels.

## PART 6 - INSURANCE REQUIREMENTS

### 6.1 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 D .

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

### 7A. STANDING OFFER

#### 7A1 Offer

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

#### 7A2. 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

##### 7A2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 7A2.2 Standing Offers Reporting

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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E ". 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.

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The data must be submitted on a quarterly basis or specify an alternate reporting period) 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 15 calendar days after the end of the reporting period.

7A3 Term of Standing Offer

73.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from award date to 31 March 2014.

7A4. Authorities

7A4.1 Standing Offer Authority

The Standing Offer Authority is:

Theresa Brow  
Public Works & Government Services Canada  
Halifax, Nova Scotia

Tel: (902) 496-5166  
Fax: (902) 496-5016  
Email: Theresa.Brow@pwgsc-tpsgc.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.

7A4.2 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.

7A4. Vendor's Representative

Name:  
Telephone:

Cell:  
Fax  
Email

#### 7A5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are:

Canadian Coast Guard located in Newfoundland and Labrador and Maritime Region.

#### 7A6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 or electronic document.

#### 7A7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$46,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

#### 7A8. 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 (2012-03-02) General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2030 (2012-03-02) General Conditions High Complexity Goods will apply to the contract)
- e) Annex A, Requirement ;
- f) Annex B, Basis of Payment ;
- g) Annex C, Insurance Requirements ;
- h) Annex G, Canadian Coast Guard Safety Annex
- i) the Offeror's offer

#### 7A9. Certifications

##### 7A9.1 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.

#### 7A10. 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.

**7A11. Additional Work Other Than Specified**

The Site Authority is only obligated to compensate the supplier for work carried out and specified under the Statement of Work provided. Work carried out by the supplier other than that specified in the Statement of Work may not be compensated for by the Site Authority, unless a written amendment to the Statement of Work has been provided.

**7A12. Hazardous Waste**

**Environmental Protection**

The contractor will be required to comply to the following Acts and Codes :

1. Canadian Environment Protection Act.
2. Fisheries Protection Act.
3. Canada Labour Code, Canada Occupational Safety and Health Regulations

Contractors and their subcontractors engaged in the removal and disposal of potential pollutants and hazardous material must carry out this work in compliance with the applicable Municipal, Provincial and Federal environmental laws and regulations.

The Contractor will be required to provide detailed procedures and processes for identifying, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance with the above stated laws and regulations. These procedures are to be provided to the Contracting Officer on acceptance of this Offer.

Contractors are advised that only personnel qualified in the removal and disposal of potential pollutants and hazardous material are to be employed for this work.

The contractor shall provide the Inspection Authority with copies of all disposal certificates. The certification shall be in such detail that trace ability is confirmed. CO-mingling of Pollutants and Hazardous Materials with substances from other sources will not be permitted.

**Environmental Protection**

Contractors and their sub-contractors engaged in work under any contract awarded as a result of this Standing Offer must carry out the work in compliance with all applicable municipal, provincial and federal environmental protection laws and regulations and the Canadian Fisheries Protection Act. Each Contractor is responsible for ensuring that all its subcontractors carry out the work in this manner.

**7A13. SAFETY PLAN - CONFINED SPACE ENTRY AND RESCUE**

The Bidder must submit a Safety Plan for Confined Space Entry and Rescue.

The Safety Plan must be in accordance with Canadian Labour Code Part 4 - Confined Spaces. The documents referenced in the Safety Plan must be made available when requested by Public Works and Government Services Canada or Department of National Defence.

#### 7A14 SACC MANUAL CLAUSES

A0290D 07-05-25	Hazardous Waste - Vessels
D3015C 07-11-30	Dangerous Goods/Hazardous Products
A9039C 07-11-30	Salvage
B1501C 06-06-16	Electrical Equipment
A9068C 07-05-25	Site Regulations

#### 7B. 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.

##### 7B1. Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

##### 7B2. Standard Clauses and Conditions

###### 7B.2.1 General Conditions

2030 (2013-03-02), General Conditions - High Complexity Goods apply to and form part of the Contract.

Section 23 Interest on Overdue Accounts, of 2030 (2013-03-02) General Conditions - High Complexity Goods will not apply to payments made by credit cards.

##### 7B3. Term of Contract

###### 7B3.1 Delivery Date

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

##### 7B4. Payment

###### 7B.4.1 Basis of Payment

Payment will be made in accordance with Appendix "B"

###### 7B4.3 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

##### 7B5. 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.



Solicitation No. - N° de l'invitation

F5561-122002/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ha1403

Client Ref. No. - N° de réf. du client

F5561-12-2002

File No. - N° du dossier

HAL-1-67019

CCC No./N° CCC - FMS No/ N° VME

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**Annex A**  
**NON-DESTRUCTIVE TESTING (NDT) SUPPORT**  
**STATEMENT OF WORK (SOW)**  
Canadian Coast Guard

## **1.0 GENERAL**

### **1.1 Purpose**

1.1.1 Canadian Coast Guard – Newfoundland & Labrador and Maritimes Region (CCG) requires the establishment of a Standing Offer Agreement (SOA) to provide services to carry out technical requirements for a marine Non-Destructive Testing (NDT), testing in support of ship surveys and maintaining Quality Assurance requirements for vessel deck, machinery and structure conditions.

### **1.2 Background**

1.2.1 Canadian Coast Guard (CCG) requires NDT support to augment existing resources for the upcoming Vessel Life Extensions (VLE) and refit planning. The NDT support required varies in discipline to include Ultrasonic Examination (UT), Magnetic Particle (MT), Dye Penetrate (PT) and Visual Inspection. Each procedure will require a minimum of a Level II qualified Technician for analysis and reports.

1.2.2 NDT contracts as used by CCG are intended to provide NDT support to CCG Fleet. This document outlines, in general, the work the Contractor is required to perform in order to ensure that the final product delivered to Superintendent of Marine Engineering (SME) is acceptable.

### **1.3 Responsibilities**

1.3.1 The Superintendent of Marine Engineering (SME) is the Technical Authority (TA) for all Non-Destructive Testing and Examinations (NDT) Activities on CCG vessels including Contractor Services.

1.3.2 Vessel Maintenance Manager (VMM) is the Technical Authority's representative and is the Contractor's primary point of contact.

1.3.3 Vessel Chief Engineer (CE) and CCG – ITS Marine Engineering Section will be responsible for identifying examination location when required. Vessel Maintenance Manager (VMM) will also be responsible for reviewing all NDT result and reporting to SME.

## **2.0 APPLICABLE DOCUMENTS**

2.1 The following documents form a part of this Statement of Work, (SOW), to the extent specified herein. The Contractor shall be provided with and be required to have a working knowledge with the listed Standards.

Welding Bureau of Canada – several Welding Standards

International Association of Classification Societies (IACS) standards for NDT i.e. Lloyds Register (LR), American Bureau of Shipping (ABS), Det Norske Veritas (DNV), etc.

AWS A2.4-98 Standard Symbols for Welding, Brazing and Non-Destructive Testing;

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Canadian General Standards Board CAN/CGSB-48.9712-2000 (Qualification and Certification of Non-Destructive Testing Personnel) or American Society for Nondestructive Testing (ANST) SNT-TC-1A.

### 3.0 SCOPE OF WORK: REQUIREMENTS

3.1 Contractor is required to provide NDT services for Canadian Coast Guard (CCG) fleet primarily within the St. John's, NL & Dartmouth, NS areas, as specified in the individual Call-Up. Contractor services may be required on CCG Vessels anywhere in Atlantic Canada based on Treasury Board - Travel Policy.

3.2 All work must be carried out in accordance with the Labour and Environmental Regulations within the jurisdiction that the work is carried out in. All equipment must be certified and licensed as required under all Local, Provincial and Federal Laws and Regulations.

3.3 Contractor will be responsible to provide calibration / certificates of all the equipment deemed necessary to conduct the work and provide record(s) of manufacturers recommended equipment.

3.4 Contractor shall be capable of inspecting, analyzing and testing all types of metals and thicknesses.

3.5 Contractor assigned such work shall adhere to all requirements as specified in the Standing Offer Agreement.

3.6 Contractor is responsible to ensure the health and safety of their personnel and shall comply with:

All Transport Canada Marine Safety (TCMS), IACS, Federal, Provincial and Municipal Regulations for personnel.

All DFO CCG Fleet Safety & Security Manual Regulations and Procedures;

Contractor shall participate in Hazard Prevention Program under Section 2.5 and Section 3 Procedures, Pre-Job Safety Assessment (PJSA) – pre-work safety and health checklist forms (Annex A) are completed for each job on a daily basis, unless otherwise stated by vessel Chief Engineer.

3.7 Contractor shall comply with all TCMS, IACS, Federal, Provincial and Municipal Regulations and:

Shall be prepared to work in tight confined dirty oily spaces;

Shall be prepared to take appropriate precautions to safely work in spaces that may contain hazardous material;

Shall be required to provide all appropriate equipment, devices, tools and machinery, including general and specialized Personal Protective Equipment (PPE) which is certified, maintained in proper working condition and is used in the prescribed manner (Canada Labour Code, Part II, Para 125(w) refers) for all personnel in their employ; and

Shall be prepared to take appropriate precautions to safely work in a hazard environment (PJSA forms).

3.8 In the event that differences or conflicts arise between legislation, regulation or safety standards that apply to Contractor or the work being done, the more stringent will be applied and enforced. The VMM shall have the authority to decide which provision will apply under the specific circumstances.

#### **4.0 SERVICE PERSONNEL REQUIREMENTS**

##### **4.1 Personnel Resource Requirements**

4.1.1 Contractor shall provide all of the services listed in Section 3 of this SOW using qualified and experienced personnel at all times. The following qualifications and experience are required for this request for Standing Offer Agreement. The requirements may be met through application of sub-contractors or employees of Contractor. The qualifications of sub-contractors to be used, if any, shall be presented in the proposals. Contractor shall be responsible for quality of product from sub-contractors, if any and for the management and coordination of all disciplines in a multi-discipline tasking.

##### **4.2 NDT Support Service Requirements**

4.2.1 Contractor shall provide NDT services with the following minimum qualifications: NDE Personnel shall be qualified as a minimum to CAN/CGSB 48.9712 Level I or equivalent ASNT for the applicable processes, Magnetic Particle (MT), Liquid Penetrant (PT), Ultrasonic (UT) and Radiographic Testing (RT).

##### **4.3 Quality Assurance**

4.3.1 Contractor must be capable of conducting non-destructive tests, interpreting and reporting on the result of all types of metals, thicknesses and welds related to vessel repair work and system surveys. The work shall be conducted in accordance with the applicable Industry Standards/Codes for the various types of tests including, but not limited to: CSA W59, and Canadian Welding Bureau as well as compliance with other relevant CCG Standards as listed in paragraph 2.1. Contractor shall be required to provide comprehensive and detailed records/reports on findings to the VMM.

4.3.2 Contractor must provide a comprehensive technical report for each Call-Up. The report shall be accurate, detailed and completed in accordance with listed references in paragraph 2.1. All reports shall be completed to the satisfaction of the Technical Authority (TA) and / or Vessel Maintenance Manager (VMM).

##### **4.4 Education and Experience**

4.4.1 Contractor certifies that all statements made with regard to the education and the experience of individuals proposed for the completion of subject work are accurate and factual, and Contractor agrees that the Crown reserves the right to verify any information provided in this regard and that untrue statements may result in the termination of the SOA for reasons of default pursuant to the terms of the general conditions forming part of this SOA.

##### **4.5 Compliance with Certifications**

4.5.1 Compliance with the certifications provided to the Crown by Contractor is a condition of this SOA and subject to verification by the Crown during the entire period of the agreement. In the event the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Crown shall have the right to terminate the agreement, pursuant to the default provisions of the SOA.

#### 4.6 Curriculum Vitae

4.6.1 In order to be considered complete, the Curriculum Vitae shall include:

Professional qualification;

Professional Work experience.

### 5.0 TASKINGS

#### 5.1 General

5.1.1 During the performance of required support, Contractor must deal directly or indirectly with the following divisions within CCG and other government departments:

CCG – ITS Marine Engineering (TA and/or VMM);

CCG – Fleet Operations - Chief Engineers (CE)

CCG – Fleet Safety and Security Personnel

DFO – Safety and Security Personnel, including Canadian Corps of Commissionaires (CCC)

Transport Canada – Marine Safety (TCMS)

Public Works and Government Services Canada (PWGSC)

5.1.2 In all cases, Contractor must be authorized by the Vessel Maintenance Manager (VMM) to complete any work at an agreed price prior to the commencement of any work.

#### 5.2 Progress Reports

5.2.1 On large scale Call-Ups, progress reports shall be provided as specified in the PWGSC 942, Call-Up against a Standing Offer Agreement Form.

#### 5.3 Follow-Up Service Requests

5.3.1 Once the requirement has been certified complete and the approval invoice has been submitted to Vessel Maintenance Manager (VMM) for action, no additional work may be requested without issuing another requirement. The VMM must authorize all work in advance.

#### 5.4 Acceptances and Inspection

5.4.1 The Technical Authority, or designated representative (VMM or CE), as specified in the Call-Up, shall be responsible for determining the acceptability of all services rendered.

## 6.0 CONTRACTOR SUPPORT

6.1 CCG Fleet Safety Manual - Work Task Hazard Analysis 7B3 form shall be completed on board CCG Vessels prior to any work is started. All personnel shall become familiar with all the hazards of their work areas including the following forms and protocols:

Staging Requirements;  
Asbestos Assessment Reports;  
Lock Out/Tag Out Procedures;  
Hot Work Requirements;  
Emergency Egress Information;  
Confined Entry Information and  
Fall Protection

6.1.1 The following CCG facilities at CCG Base St. John's, NL, Bedford Institute of Oceanography (BIO) Dartmouth and CCG Base (Parker Street) Dartmouth will be accessible as required through the CE or VMM for each CCG vessel. Contractors requesting appointments for ship checks should bear in mind that CCG and CCG auxiliary vessel movements are often irregular and unscheduled, and allowance must be made for this factor in work planning. Vehicle access to the CCG Facilities is restricted. Parking on the jetties is allowed in designated areas only, and unauthorized parking will result in further restrictions on access to the CCG Facilities.

### 6.2 Proper Personal Protective Equipment

6.2.1 Contractor shall ensure that employees have all the required proper Personal Protective Equipment to perform their duties and to ensure they have had the proper training in the wear, use and maintenance of the equipment when performing duties on Crown property. Contractor and Sub-contractor(s) failure to comply may result in dismissal of the SOA.

### 6.3 Government Furnished Information

6.3.1 Upon the request of the Contractor, Technical Authority / Vessel Maintenance Manager (VMM), as specified in the Call-Up, may arrange to provide Contractor with guidance, consultation, documentation and such other available information as it may pertain to the work. In accepting any such information or service, Contractor agrees to exonerate and hold harmless Her Majesty, the Minister, Her Majesty's Agents and employees from any liability whatsoever relating hereto. Furthermore, the provision by Her Majesty of such assistance does not relieve Contractor from its obligations as set forth herein.

## 7.0 SERVICE DELIVERY REQUIREMENTS

### 7.1 Contractor Availability and Response Times

7.1.1 Contractor shall respond within seventy-two (72) hours on a regular Call-Up request and within forty-eight (48) hours on an 'Emergency' Call-Up request.

### 7.2 Period of Work

7.2.1 Contractor shall be available to work as follows:

Regular Time (Monday to Friday) – 0700 hours to 1800 hours.

Overtime (Weekends & Statutory Holidays).

7.2.2 Contractor shall agree to consistently complete the requirement within the agreed upon deadline as specified in the Individual Call-Up.

7.2.3 Contractor shall not park vehicles on jetties unless in designated areas where prior approval has been provided from Commissionaires (CCC) at any DFO/CCG Facility.

7.2.4 Contractor shall provide a telephone number where they can be reached at all times.

### 7.3 Contractor/Client Relations

7.3.1 Notwithstanding the fact that Contractor's Personnel may from time to time be given direct instructions by representatives of Her Majesty, nothing in the SOA or any resultant Standing Offer Agreement shall be deemed to constitute the supplier or any personnel as agents or employees of Her Majesty.

### 7.4 Work Cancellation

7.4.1 Due to the operational nature of the vessel on which this work shall occur, the Vessel Maintenance Manager (VMM) reserves the right to cancel any or all work associated with any Call-Up for reasons beyond CCG's control. This includes, but is not limited to, unforeseen ship deployment, fueling, and/or any other factors that prevent work from being completed within the specified period. Contractor shall be given at least 20 minutes notice if this decision is made, as most vessels are on one half hour Search and Rescue (SAR) standby.

### 7.5 Invoicing Instructions

7.5.1 Invoices shall be submitted once the Call-Up is complete and accepted, and shall identify the following:

File Number and Number; Standing Offer Number;  
Purchase Order Number;  
Rate of payment; and  
Number of hours applicable to the Call-Up; and  
Cost of materials related to the Call-Up.

Payment will only be made on receipt of Contractor's invoice for services when authorized by a Call-Up Against this SOA. All rendered services will be to the satisfaction and acceptance of the Technical Authority prior to payment. Invoices are not to be submitted prior to the completion of the work stated in the Individual Call-Up document. This Standing Offer Agreement has no provisions for advance payments or deposits.

7.5.2 Subcontracts, where authorized, will be charged at costs with no mark-up. The Vessel Maintenance Manager (VMM) must approve all sub-contractors.

## 8.0 INTELLECTUAL PROPERTY RIGHTS

8.1 All rights to any drawings, specifications, job instructions, and any other product of any work against this Standing Offer Agreement shall be the property of CCG.

## 8.2 USAGE

8.2.1 The proposed Standing Offer Agreement is subject to the condition that the Crown is not obliged to accept or purchase any quantity whatsoever or any specified quantity of services set out herein. Contractor understands and acknowledges that the estimated expenditure specified above is an estimate only, constituting an approximation made in good faith of the potential requirements of CCG and such estimates expresses or implies no obligation on the part of the Crown to accept or purchase any such services whatsoever.

## 8.3 PERSONNEL

### 8.3.1 Replacement of Personnel

8.3.2 Contractor shall provide the services of those person(s) named in its Technical Proposal, and any additional employees necessary to perform the Work and provide the services required under this Standing Offer Agreement, unless Contractor is unable to do so for reasons beyond the control of Contractor.

8.3.3 Should Contractor, at any time, be unable to provide the employees named above, Contractor shall be responsible for providing replacements who shall be of similar ability and qualifications and who shall be acceptable to the Technical Authority and / or Vessel Maintenance Manager (VMM).

In such cases, Contractor shall notify in writing, both TA and VMM by providing the following information:

The name of the proposed replacement(s);

An outline of the qualifications and experience of the candidate(s); and

Accepted Security Clearance Requirements, as applicable.

8.3.4 Such notice shall be sent in advance of the date on which any replacement is to commence work. Any change to the Terms and Conditions of the Standing Offer Agreement, which results from a replacement of personnel, shall be effected by an amendment to the SOA. Notwithstanding the foregoing, Contractor is required to perform the work and provide the required services during the Standing Offer Agreement Period.

## 9.0 PERSONNEL RESOURCE REQUIREMENTS

Contractor shall provide all of the services listed in Section 3 of this SOW using qualified and experienced personnel at all times. The following qualifications and experience are required for this request for Standing Offer Agreement. The requirements may be met through application of sub-contractors or employees of Contractor. The qualifications of sub-contractors to be used, if any, shall be presented in the proposals. Contractor shall be responsible for quality of product from sub-contractors, if any, and for the management and coordination of all disciplines in a multi-discipline tasking.

## 10.0 NDT SUPPORT SERVICES



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Contractor shall provide NDT services with the following minimum qualifications: NDT Personnel shall be qualified as a minimum to CAN/CGSB 48.9712 (or equivalent ASNT) Level II for the applicable processes analysis and reports, Magnetic Particle (MT), Liquid Penetrant (PT), and Ultrasonic (UT).

## **11.0 QUALITY ASSURANCE**

Contractor shall have the ability to maintain compliance with related Standards as referenced in paragraph 2.1. The level of detail required in reports/records for all non-destructive tests performed, is critical in effective CCG repair work and ensuring vessel requirements are maintained at all times. Contractor must be capable of conducting non-destructive tests, interpreting and reporting on the result of all types of metals, thicknesses and welds related to CCG repair work and system surveys. The work shall be conducted in accordance with the applicable Industry Standards/Codes for the various types of tests including, but not limited to: CSA W59, and Canadian Welding Bureau as well as compliance with other relevant CCG Standards as listed in paragraph 2.1. Contractor shall be required to provide comprehensive and detailed records/reports. Contractor must provide a comprehensive technical report for each Call-Up. All reports shall be completed to the satisfaction of the Technical and/or Contract Authority.

## **12.0 EDUCATION AND EXPERIENCE**

Contractor certifies that all statements made with regard to the education and the experience of individuals proposed for the completion of subject work are accurate and factual, and Contractor agrees that the Crown reserves the right to verify any information provided in this regard and that untrue statements may result in the termination of the Standing Offer Agreement for reasons of default pursuant to the terms of the general conditions forming part of this SOA.

## **13.0 COMPLIANCE WITH CERTIFICATIONS**

Compliance with the certifications provided to Crown by Contractor is a condition of this SOA and subject to verification by the Crown during the entire period of the agreement. In the event Contractor does not comply with any certification or that it is determined that any certification made by Contractor is untrue, whether made knowingly or unknowingly, Crown shall have the right to terminate the agreement, pursuant to the default provisions of the Standing Offer Agreement.

## **14.0 CURRICULUM VITAE**

In order to be considered complete, the Curriculum Vitae shall include:

- Academic qualifications;
- Professional qualification;
- Security Clearances;
- Length of professional employment; and
- Work experience

Annex "B"  
Basis of Payment

Estimated usage given is for a twelve month period.

1. (a) Direct regular time labour, including overhead and profit, used exclusively for the NDT services as specified in any Call-Up. (500 each discipline)

Regular hours, Level II Welding Inspector(hourly rate) - \$ \_\_\_\_\_

Regular hours, Level II NDE Personnel (Hourly rate)\$ \_\_\_\_\_

Regular hours, Level III Technician (hourly rate) \$ \_\_\_\_\_

- 1 (b) Overtime labour, including overhead and profit, used exclusively for NDT services, as specified in any Call-Up and where authorized by the Coast Guard Technical Authority (CGTA). (50 hrs each discipline)

Overtime hours, Level II Welding Inspector (hourly rate) \$ \_\_\_\_\_

Overtime hours, Level II NDE Personnel (Hourly rate) \$ \_\_\_\_\_

Overtime hours, Level III Technician (hourly rate) \$ \_\_\_\_\_

2. Materials (except free issue) charge plus mark-up of 10%. Copies of actual receipts must be provided at time of invoicing as verification of material costs.

3. Replacement parts (except free issue) will be charged at list price less applicable discounts and restocking fees.

4. Radiography Testing (RT) Crew

- (A) Direct regular time labour, including overhead and profit, used exclusively for the NDT services as specified in any Call-Up. (30 hrs each discipline)

Shift Premium Regular Hours, Level II Radiography Technician(hourly rate) \$ \_\_\_\_\_

Shift Premium Regular Hours, CEDO Radiography Technician (hourly rate) \$ \_\_\_\_\_

- (B) Overtime labour, including overhead and profit, used exclusively for NDT services, as specified in any Call-Up and where authorized by the Coast Guard Technical Authority (CGTA). (10 hrs each discipline)

Shift Premium Overtime Hours, Level II Radiography Technician(hourly rate) \$ \_\_\_\_\_

Shift Premium Overtime Hours, CEDO Radiography Technician (hourly rate) \$ \_\_\_\_\_

Overtime:

Overtime hours start after an eight (8) hour shift. Overtime rate will be charged for the first two (2) hours after the continuous eight (8) hour shift and double time rate for hours worked thereafter.

Overtime Meal:

An overtime meal charge of \$ \_\_\_\_\_ is applied after ten (10) hours of work and for every four (4) hours from thereafter. A technician is allowed to work a maximum of sixteen (16) hours in a twenty-four (24) hour period. Thus he/she will be allowed to only have two (2) overtime meal allowances in a twenty-four (24) hour period.

### Saturdays, Sundays and Holidays:

Due to union agreements, the first eight (8) hours worked on a Saturday, will be charged at the overtime rate and double time for hours worked thereafter.

On Sundays and Holidays, a double time rate will be applied for ALL hours worked.

### Shift Premiums

A normal shift as the union agreement, is any shift commencing between 0600 and 1000 hours. A shift premium charge of 1.15 times the regular rate will apply for shift commencing after 1000 hours.

### 5. Level II Eddy Current Technician

Eddy Current technician will be provided as follows: ( 100 hrs each discipline)

Shift Premium Regular Hours, Level II Radiography Technician (hourly rate) \$ \_\_\_\_\_

Shift Premium Regular Hours, CEDO Radiography Technician (hourly rate) \$ \_\_\_\_\_

Start time:

Rates are to commence portal to portal (i.e. from plant location in Lakeside Industrial Park) (estimated 1/2 hour max. From Canadian Coast Guard location

### TRAVEL AND LIVING EXPENSES

Travel and living, (including bridge tokens) will only be compensated if the contractor's personnel are required to travel outside the HRM area to perform a tasking. The contractor will be paid for travel and living expenses, in accordance with Appendix "C" attached, incurred by his personnel when away from the client's facilities in proper performance of work at cost without any allowance thereon for overhead or profit as certified by Inspection Authority. Receipts may not be required at the discretion of the authorizing officer.

Mileage, to be charged per km for work outside the HRM where the contractor's staff is required to travel

\$ \_\_\_\_\_ per km

Lowest price will be determined by aggregating the unit prices/rates quoted herein times the estimates shown below:

### 6. The types of testing services required and the estimated level of efforts (%) are as follows:

a)	Dye Penetrate (PT)	10%, 400 hrs	\$ _____ per hour
b)	Ultrasonic (UT)	50%, 1400 hrs	\$ _____ per hour
c)	Magnetic Particle (MT)	25%, 1000 hrs	\$ _____ per hour
d)	Visual (VT)	10%, 600 hrs	\$ _____ per hour
e)	Eddy Current (ET)	5%, 600 hrs	\$ _____ per hour

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Eddy Current Testing (ET) may include: Ferrous Materials including Carbon and Stainless Steels, Chrome Moly Steel, Monel, HSLA Steel HY80 and Non-Ferrous Materials such as CuNi Alloys, Aluminum and Mechanical or Metallographic Analysis where applicable.

#### ANTICIPATED USAGE

The proposed Standing Offer is subject to the condition that the Crown is not obliged to accept or purchase any quantity whatsoever or any specified quantity of services set out herein. The Contractor understands and acknowledges that the estimated expenditure and required effort specified in this document is an estimate only, constituting an approximation made in good faith of the potential requirements of the Canadian Coast Guard and such estimates expresses or implies no obligation on the part of the Crown to accept or purchase any such services or any services whatsoever.

#### Overtime

No overtime work will be compensated for under the Contract unless authorized in advance and in writing by the Contracting Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing such details as Canada may require with respect to the overtime work performed. Compensation for authorized overtime will be calculated by taking the average hourly direct labour rate premiums, plus certified fringe benefit additives, plus profit of 7 1/2 percent on labour premium and fringe benefits. These rates will remain firm for the duration of the Contract including all amendments and are subject to audit if deemed necessary by Canada.

## ANNEX 'C'

## INSURANCE REQUIREMENTS

## D1. Ship Repairer's Liability Insurance

1. The Contractor must obtain Ship Repairer's 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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Ship Repairer's Liability insurance 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by the Department of Fisheries and Oceans and Public Works and Government Services Canada for any and all loss of or damage to the vessel, however caused.
  - (c) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - (d) 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.
  - (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) 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,  
 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.

D2. Commercial General Liability

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 \$10,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance 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.

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- (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) Non-owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - (n) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - (p) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - (r) 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,  
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.

#### D3. Limitation of Liability

1. Notwithstanding any other clause in the Contract but subject to the remaining provisions of this clause, the Contractor's total cumulative liability to Canada for all losses or damage suffered by Canada as a result of all breaches of the Contractor's obligations under the Contract or the faulty carrying out of the Contract (including any such liability in tort, negligence or any other cause of action) shall be limited to \$10,000,000.00.
2. The foregoing limitation shall not apply:
  - (a) to any breach of the repair or replacement or rework warranty obligations of the Contract;
  - (b) to any breach of intellectual property rights that results in Canada losing in whole or in part the enjoyment of anything delivered under the Contract; or
  - (c) to any liability of Canada to a third party.



## ANNEX 'C'

### REPORTING

#### Instructions For Submission of Standing Offer Usage Data.

Please e-mail the information, for each standing offer you hold with the government, to the following address:

[Theresa.Brow@pwgsc-tpsgc.gc.ca](mailto:Theresa.Brow@pwgsc-tpsgc.gc.ca)

Please use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer		(Insert Standing Offer #)			Start Date of SO (DD/MM/YYYY)		End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)			Start Reporting Period (DD/MM/YYYY)		End Reporting Period (DD/MM/YYYY)	
•Department  •Requesting Order Number		•Item Description (Part Number– If Applicable)  •Item  •Quantity			•Unit of Measure (each, litre, rates, etc.)  •Date or Order		•Date of Delivery  •Value of Order (not including GST/HST or Delivery)	
Dept.	Purchase Order #	P/N and/or Desc.	Item	Quantity	U of M	Date of Order	Date of Delive ry	Value of Order