

Solicitation No. - N° de l'invitation

EE517-112802/B

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EE517-11-2802

File No. - N° du dossier

QCN-0-32931

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Note to Existing Suppliers:

Supply Arrangements (SA)s issued to Suppliers under EE517-112802/A will not be affected by this solicitation (EE517-112802/B). No response to this solicitation is required from Existing Suppliers if they would like their Supply Arrangement to remain as is.

Revisions to existing Supply Arrangements will be issued at the same time as the 2012 new Supply Arrangements are awarded in order to ensure that the Supply Arrangement and Resulting Contract clauses issued under EE517-112802 are consistent.

NOTICE TO BIDDERS

A Supply Arrangement (SA) is a method of supply used by Public Works and Government Services Canada (PWGSC) to procure goods and services. A SA is an arrangement between Canada and pre-qualified suppliers that allows identified users to solicit bids from a pool of pre-qualified suppliers for specific requirements within the scope of a SA.

A SA is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a SA alone. The intent of a SA is to establish a framework to permit expeditious processing of “individual bid solicitations” which result in legally binding contracts for the goods and services described in those bid solicitations.

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement 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 arrangement, the security requirement, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work and any other annexes.

2. Summary

Inspect, on an as-and-when-requested basis, marine structures throughout the Quebec Region.

The goal is to implement Supply Arrangements (SA) for companies providing marine structures inspection services, as described in Annex A - Statement of Work. These Supply Arrangements will be implemented for a period starting from the date of the SA to May 31, 2014. All compliant Suppliers will receive a SA.

An undetermined number of Supply Arrangements (SA) may be issued as a result of this Request for Supply Arrangement. To facilitate the administration of the SA, all SA issued as a result of this solicitation will reflect a dollar value of "NIL."

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement and the Agreement on Internal Trade (AIT)."

3. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 - SUPPLIER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2012-07-11), Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Arrangement of 2008 referenced above is replaced by:

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

Canada may, at any time, request that a Supplier 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 arrangement being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Arrangement of 2008 referenced above is replaced by:

The Supplier must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the arrangement, and must also provide Canada, when requested, with the corresponding Consent Forms. The Supplier will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any supply arrangement arising from this Request for Supply Arrangements (RFSA) and any resulting contracts.

2. Submission of Arrangements

Arrangements 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 Supply Arrangement.

Due to the nature of the Request for Supply Arrangement, transmission of arrangements by facsimile or email to PWGSC will not be accepted.

3. **Enquiries - Request for Supply Arrangements**

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

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

4. **Applicable Laws**

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

1. Arrangement Preparation Instructions

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (4 hard copies)
Section II: Certifications (1 hard copy)

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (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 Supply Arrangements.

In 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, suppliers 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 Arrangement

In the technical arrangement, suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Certifications

Suppliers must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

1.1. Technical evaluation

1.1.1 Point Rated Technical Criteria

Arrangements will be evaluated and point-rated according to the criteria set out in the rating table below. The Supplier should provide detailed information for each of the criteria and the submitted document should clearly demonstrate that the Supplier is able to meet and/or comply with the criteria. The information set out in the Supplier's Proposal should be clear and concise.

In order to be declared responsive, an arrangement must obtain an overall score of **at least 78 points** out of 130 for the point-rated technical evaluation criteria.

The criteria will be evaluated out of 10, using the Evaluation Grid in Annex «C», and then weighted according to the maximum scores indicated in the rating table below.

RATING TABLE - EVALUATION CRITERIA	Maximum rating
1. UNDERSTANDING OF THE PROJECT	10
1.1 Project objectives and requirements	10
2. SCOPE OF SERVICES, WORK PLAN AND CONTROLS	30
2.1 All services	10
2.2 Work plan	10
2.3 Project control methods (quality / cost / timetable)	10
3. MANAGEMENT OF SERVICES	10
3.1 Team organization and management	10
4. EXPÉRIENCE AND TRAINING	80
4.1 Supplier's experience	20
4.2 Work team members' experience and training :	
4.2.1 Project Officer	20
4.2.2 Lead diver	20
4.2.3 Divers	15
4.2.4 Draftsperson	5

Total score : 130 points

Passing mark : 78 points

1.1.2 Description of the Table Rating :

1. UNDERSTANDING OF THE PROJECT (MAX 10)

1.1 Project objectives and requirements (10 points)

The supplier should demonstrate here that it understands the goals and requirements of the project as a whole, as well as the types of constraint and particular features that may be present in the various specific requirements.

The supplier should demonstrate that it properly understands the functional and technical requirements, as well as the main issues associated with the project. In particular, it should demonstrate why the inspections require the presence of experienced divers in view of the sometimes very difficult working conditions, and why the divers should be very familiar with the types of underwater structure they will have to inspect (wharves, breakwaters, conduits, outfalls, etc).

The supplier should also indicate the abilities it believes the dive supervisor should have so that a departmental representative need not be present during inspections.

2. SCOPE OF SERVICES, WORK PLAN AND CONTROLS (MAX 30)

2.1 All services provided (10 points)

The supplier should supply a detailed list of the services it can provide, in line with the Statement of Technical Requirements (Appendix A). It should demonstrate its ability to perform the Work and meet the project's challenges.

2.2 Work plan (10 points)

The supplier should describe and justify the work plan, as well as the means, equipment, methods and techniques that may be required given the variety of structures and sites and the distances, etc. It should provide particulars to show that it understands the structural inspection requirement and that it has the ability to meet the objectives. It should also describe the tasks to be completed to deliver the products and indicate strategies for communication internally and with the department.

2.3 Project control methods (quality / cost / timetable) (10 points)

This part of the proposal should present the means and tools to be used, at each stage of a project, to control quality, costs and the work performance schedule in order to fulfil the assigned work order. Simply referring to a standard is not sufficient. The supplier's project control processes should be described in terms suited to this project.

3. MANAGEMENT OF SERVICES**(MAX 10)****3.1 Team organization and management (10 points)**

The supplier should describe the whole project team, with an organization chart setting out position titles, incumbents' names, hierarchical structure, position profiles and internal requirements for holding the positions (responsibilities, training, number of years of relevant experience, etc.), and list any subcontractors.

The project officer may, but need not, be the same person as the lead diver. If the duties of project officer and lead diver are not performed by one and the same person, clearly indicate what distinguishes the two positions. The project officer should be directly involved in the technicalities of the various project stages. However, he or she will not necessarily be on site during the inspections.

If more than one person may be called upon to play a given role, give a breakdown (percentage-wise) of the number of jobs each of these persons would do in the course of this entire project. If appropriate, indicate also what might influence the choice of one or the other of these persons to do a particular job.

The supplier should indicate what are its succession plans in the event one or more team members cannot perform.

The supplier should explain how the work team is organized to do the work and comply with the functional and technical requirements, and indicate what management methods are to be used to enable this team to do the various jobs assigned to it.

4. EXPERIENCE AND TRAINING**(MAX 80)****4.1 Supplier's experience (20 points)**

The supplier should describe its background and experience in areas related to the object of this supply arrangement. Provide a brief description of a minimum of three (3) and a maximum of five (5) relevant projects you have conducted in the past so that we can get an idea of the scope and variety of the supplier's relevant activities. Indicate clearly, for each project, how and in what ways it was comparable or related to the object of this RFP. Describe the supplier's achievements in terms of the challenges and the nature and scope of the difficulties encountered. Provide the names of key persons involved in the project. Give particulars of the clients and their roles in the project. Canada reserves the right to verify the customer's satisfaction and if negative, the project will not be considered.

If a project was done as part of a consortium or as a subcontractor with or for another firm, name the latter and indicate the roles of each firm, the stages of the project, the

level of involvement and the responsibilities of each of the stakeholders.

For purposes of evaluation, only projects dating back twelve (12) years or less will be considered. Projects whose date of completion is not indicated will not be considered.

points) 4.2 Work team members' experience and training (60

Clearly demonstrate all team members' experience and training. Attach members' résumés and a list of the projects in which each member took an active part. For each project, indicate clearly the role(s) played by the person. The assessment of each member's experience and training will be done in view of the role attributed in the team. In doing this, the experience and the training will be evaluated based on that acquired in a role similar to the one he or she is assigned in the work team for this RFP. Indicate clearly how and in what ways the projects presented were comparable or related to the object of this RFP. The experience and the training will be evaluated globally.

Clearly demonstrate that the proposed team has the experience, training and ability to perform the work.

For purposes of evaluation, only projects dating back eight (8) years or less will be considered. Projects whose date of completion is not indicated will not be considered.

2. Basis of Selection

2.1 Basis of Selection - Minimum Point Rating

1. To be declared responsive, an arrangement must:
 - (a) comply with all the requirements of the Request for Supply Arrangements; and
 - (b) obtain the required minimum of 78 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 130 points.
2. Arrangements not meeting (a), (b) above will be declared non-responsive.

PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

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

1. Code of Conduct Certifications - Certifications Required Precedent to Issuance of a Supply Arrangement

- 1.1 Suppliers should provide, with their arrangement or promptly thereafter, a complete list of names of all individuals who are currently directors of the Supplier. If such a list has not been received by the time the evaluation of arrangements is completed, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the information. Suppliers must submit the list of directors before issuance of a supply arrangement, failure to provide such a list within the required time frame will render the arrangement non-responsive.

The Supply Arrangement Authority may, at any time, request that a Supplier 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 arrangement being declared non-responsive.

2. Certifications Precedent to Issuance of a Supply Arrangement

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

2.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

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 supply arrangement. If the Supplier, or, if the Supplier 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 supply arrangement.

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 arrangements from ineligible contractors, including an arrangement from a joint venture that has a member who is an ineligible supplier, will be declared non-responsive.

2. If the Supplier 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 Supplier 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 Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier 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 the 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, suppliers 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 Supplier a FPS in receipt of a pension as defined above? **YES () NO ()**

If so, the Supplier 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 Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES () NO ()**

If so, the Supplier 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 the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

2.3 Status and Availability of Resources

1.3.1 SACC Manual clause S3005T (12-12-08)

2.4 Education and Experience

1.4.1 SACC Manual clause S1010T (12-12-08)

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex «A».

2. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Manual* issued by Public Works and Government Services Canada (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

2.1 General Conditions

2020 (2012-07-16), General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

The text under Subsection 4 of Section 16 - Code of Conduct and Certifications - Supply Arrangement of 2020 referenced above is replaced by:

During the entire period of the Supply Arrangement and any resulting contracts, the Supplier must diligently update, by written notice to the Supply Arrangement Authority, the list of names of all individuals who are directors of the Supplier whenever there is a change. As well, whenever requested by Canada, the Supplier must provide the corresponding Consent Forms.

2.2 Supply Arrangement Reporting

2.2.1 Periodic Usage Reports - Supply Arrangement

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

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

The data must be submitted **on a semi-annual basis** to the Supply Arrangement Authority.

The semi-annual reporting periods are defined as follows:

1st semester : June 1 to November 30;

2nd semester : December 1 to May 31.

The data must be submitted to the Supply Arrangement Authority no later than fifteen (15) calendar days after the end of the reporting period.

3. Term of Supply Arrangement

3.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from the date of the Supply Arrangement to May 31, 2014 inclusively.

4. Authorities

4.1 Supply Arrangement Authority

Julie Gallant
Supply Officer
Public Works and Government Services Canada

Telephone : 418-649-2931
Fax : 418-648-2209
Email : julie.gallant@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

4.2 Supplier's Representative

Name: _____

Title: _____

Telephone: _____

Facsimile: _____

Email : _____

5. Identified Users

The Identified Users will be specified in the Supply Arrangement.

6. On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

7. Limitation of Resulting Contract

Resulting contract against the Supply Arrangement must not exceed \$ 100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. 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 articles of the Supply Arrangement;
- (b) the general conditions 2020 (2012-07-16), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex A - Statement of Work;
- (d) the Supplier's arrangement dated _____.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

10. Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

B. BID SOLICITATION

1. Bid Solicitation Documents

Canada will use the bid solicitation templates 2T-MED1 available in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual.

The bid solicitation will contain as a minimum the following :

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements;
- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection;

- (f) conditions of the resulting contract;
- (g) a Basis of Payment (Pricing).

2. Bid Solicitation Process

2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from suppliers who have been issued a SA.

2.2 The bid solicitation will be sent directly to suppliers.

- (a) A bid solicitation must be issued to all suppliers who have been issued a SA.
- (b) The identified user will be responsible for the bid solicitation process and the award of contracts.

C. RESULTING CONTRACT CLAUSES

1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded, general conditions 2010C will apply to the resulting contract.

ANNEX « A »**Statement of Work****1. Mandate, objectives and work to be done****1.1 Mandate**

Public Works and Government Services Canada (PWGSC), in behalf of Fisheries and Oceans Canada, in accordance with various needs, wish to assess and/or monitor the condition of marine structures at various stages of their useful life. The supplier's mandate will be to inspect marine structures **throughout the Quebec Region** as and when the Department requires. These inspections may relate to structures of very diverse types: wharves and parts of wharves made of wood (cribwork, pile work on pilings, etc.), concrete (caissons, Berlin walls, etc) or steel (sheet piles, pilings, etc.), breakwaters, riprap, conduits, outfalls, etc. Remoteness of sites, height of tides, agitation due to waves, visibility, etc may vary enormously from one place another and one structure to another.

If appropriate, the Department may need to define the most effective and cost-efficient means of acting to correct problems detected by the inspections. The supplier doing the inspection must therefore supply all information required so that the department can clearly define the problems as well as the means to correct them. Often, inspection results will serve as the basis for the preparation of plans and specifications or the evaluation of a carrying capacity and residual life. The accuracy and level of detail of the information provided shall be such as to allow this to be properly done.

All inspection work shall be conducted in compliance with the requirements of the latest versions of standards CAN/APF-Z275.2 and CAN/APF-Z275.4.

The supplier shall manage its activities in such a way that the health and safety of the public, its staff and other workers on the inspection site, as well as environmental protection, is always the prime concern.

This assignment does not require engineering services. Should these be necessary, they will be ordered by means of requests for proposals outside the framework of this agreement.

1.2 Work

The work and information required during inspections shall include, but not be limited to:

1.2.1 Preparatory work

- Become familiar with all information provided :
 - Previous inspection reports
 - Plans "as built"
 - Survey plans
 - Photos
 - Etc.

- Meet the PWGSC project authority to go over the assignment, present the proposed work, timetable, methodology, etc.

1.2.2 On-site work

- Make all visual and other observations required, as well as all surveys and measurements asked for on the things and/or structures to be inspected.
- Take note of any variances from the plans provided and promptly contact the Department's representative to ascertain the impact of such variances.
- Clearly relate all this information to a co-ordinate or reference system (BM, chart datum, chaining, etc) or refer it to reliable, lasting and properly identified landmarks that can be found again during later work or inspections. Information on landmarks must be clearly established, in co-operation with the Department's representative, at the start of work. The landmarks chosen must appear in the report and plans. In particular cases, use of a local position-fixing system (such as peripheral chaining) may be necessary or may make the inspection report easier to understand. This type of landmark must, however, never contradict official co-ordinate systems (chart datum or MTM projection, for example) or cause confusion in terms of elevation or planimetry. The team must clearly establish positioning information before inspection work begins. This information must be used throughout the inspection and must not be changed unless the supplier is instructed otherwise. Should an inspection be redone, it is important for the team to ensure it can find the reference system used in the previous inspection, to do follow-up on the structure.
- Assess how deteriorated the structural elements are, taking care to document your observations thoroughly with photos, sketches, videos, measurements, etc. Comments shall be included with the surveys to pinpoint particular features or ensure that the observations can be properly understood by Departmental technical staff.
- The entire inspection must be filmed using a camera mounted on the diver's helmet so the diver can manipulate objects under water. The dive supervisor must have on-site access to an uninterrupted live visual feed of the inspection. The video recording must include a real-time recording of the diver's comments and any exchanges between the diver and the dive supervisor. Any special features of the structure, both under and above water, must also be photographed. The video equipment must be in perfect working order.
- The recording of the inspection must be submitted to the department as a conventional VHS analogue recording or as a digital recording at the time of the delivery of the inspection report . The videotape recording shall be done at SP speed and all original tapes shall be submitted to the Department's representative, individually marked with the place, the structure inspected, the date, start and finish times of the recording as well as a brief description of the work shown on the video. Any special

features of the structure, whether above or under water, shall also be photographed. The time of inspection for each structure on the recording must be clearly indicated in the report using HH:MM chaining, for example. If the inspection is recorded digitally, the supplier must provide the original format recording and a DVD of the entire inspection.

- Routine equipment required for inspection of the type(s) of structure concerned must be available for each inspection (grindstones, brushes, drills, arc welding, plumb bobs, boats, cameras (above-water and waterproof) and tools for cleaning, dimension checking, measurement of residual steel thickness and verticality, photography, specimen collection, etc). Except as the Department's representative may otherwise stipulate, all this equipment shall be available on site and in working order; no additional fees may be charged in that connection. When special equipment is required to carry out a certain task, a separate agreement shall be made with the departmental representative with respect to the costs incurred.

1.2.3 Sampling

- Sampling of structural materials (steel, concrete, wood, etc) is part of the standard inspection procedure for underwater structures. This sampling may be required when defining a particular assignment or may become necessary to test structures discovered during the inspection. Except as the Department's representative may otherwise stipulate, sampling equipment shall be provided and available on site for all types of specimens that may be taken from the structure being inspected.
- The Supplier shall ascertain from the Department's representative whether the sampling location poses particular problems (e.g. structural). In addition, any openings left by the sampling shall be closed in, by means to be approved by the Department's representative, so that the sampling does not impair the structure's strength or durability.
- At the time of delivery of the inspection report, all samples taken shall be sent to the office of the Department's representative or of an outside expert designated by the latter, at the Supplier's expense.

1.2.4 Environmental follow-up

- Conduct environmental follow-up as part of wildlife restoration projects. Conduct underwater follow-up to properly document the presence of spawning beds, marine organisms, fish, etc., both before and after the work. Specifically, provide photographic or videographic evidence of the evolution of the sites and the colonization of substrates (wharf, breakwater, etc.) by benthic flora and fauna. Evaluate the physical stability of habitats created (e.g. spawning beds). Provide photographic or videographic evidence of the effective use of spawning beds or other habitats.
- Collect samples of sediment or benthic organisms, and store and transport them according to instructions from the departmental representative.

2. **Work monitoring**

The inspection team shall implement appropriate means of communication to alert the Department's representative without delay, should he or she not be on site, to particular problems found during the inspection so that timely and appropriate decisions about the inspection can be made. If necessary, photos or sketches may be required to enable the departmental representative to better understand the nature of the problem. Even if no particular problems arise during the inspection, the Department's representative shall be contacted regularly by the on-site team leader, the frequency of such communications being established at the beginning of each assignment.

The person in charge of the team in the office and the on-site team leader shall be able to speak clearly and fluently in French with the Department's representatives.

3. **Additional work**

The Department reserves the right to require additional work or inspections to be done during this mandate to ascertain particular characteristics of the structure to be inspected. Such additional work shall be done within the confines of the structures to be inspected. It is important for the Supplier to keep the Department's representative abreast of the progress of the inspection very regularly so that the latter may react in time to unforeseen circumstances met with on the site and order such additional inspections as may be required.

4. **Presentation plans**

The Department shall provide comprehensive and detailed plans of the structures to be inspected. These plans shall be examined, before inspection work begins, by the supplier assigned to perform the inspection. They shall be provided in the form of photo files when possible and shall be used by the supplier as the basis of their work. All plans in the inspection report shall be produced by CAD (computer-assisted drafting) software and sent to the Department at the same time as the report in the form of files that are fully compatible with the photo software.

5. **Preliminary report**

A preliminary technical report, in writing, shall be provided in French to the Department's representative four (4) weeks after completion of the inspection work. This report shall describe:

- summary inspection results (peculiarities, difficulties, etc);
- all of the work done;
- findings of on-site measurements;
- the main observations (in general) and the nature of such observations, supported by sketches;
- important observations that could necessitate urgent repair, accompanied by photos (in greater detail).

This report may be in the form of a letter with explanatory diagrams. Excerpts from videotapes or photos may be used to illustrate the report.

6. **Technical report**

Unless otherwise indicated in a specific agreement, one copy of a preliminary final technical report shall be provided, in French, no later than three (3) weeks after the end of the inspection work for each assignment. This technical report shall, in particular, include:

- a map precisely and accurately locating the structures,
- a description of the datum plane(s) used during the inspection,
- a detailed description of the inspection work indicating the personnel and equipment used, the dates and circumstances of the inspections, the various methodologies used during the inspection and all observations accompanied by explanatory notes and photos to elucidate the phenomena discussed,
- all measurements taken during the work (dimensions, depths, residual thickness, verticality, etc),
- the description and location of the samples taken, as well as collection site mitigation measures, if applicable,
- the results of all on-site observations collected into chapters highlighting the values of the parameters observed and/or measured for each of the parts of the structure inspected,
- precise and accurate descriptive plans of the structures inspected, indicating the reference points used during the work,
- detailed plans (plan views, cutaways, diagrams etc) of all parts of the structures inspected, explaining the phenomena observed (breakage, damage, deformation, deterioration etc.), indicating the nature and location of the various inspection work (measurements, samples, photos, etc) and illustrating the comments in the technical report,
- a quality photomontage of all above-water portions of the structure and detailed photos of the underwater parts, showing the current condition and peculiarities of the structures inspected,
- any other relevant information necessary to an understanding of the peculiarities of the structures inspected, or required under a particular assignment.

This preliminary report shall be annotated by the Department's representative and any corrections or explanations shall be submitted no more than two (2) weeks later for the production of the final report.

Unless otherwise indicated, the supplier shall provide three (3) colour copies in French in hard copy and one (1) copy on CD (*.pdf format for the text and photos, *.dwg format for the drawings and plans) of the final report within two (2) weeks of being sent the comments and corrections of the Department's representative. The Supplier shall also take note that for particular assignments, it may be asked to produce an English version of the final report. It must make sure it can deliver this English version at the same time as the French version if the request is made at the time the work in question is assigned or within two (2) weeks of a formal request for such a service. Unless otherwise agreed, the cost of this translation service shall be negotiated separately.

7. Time of performance

Inspection work on a given structure shall begin immediately the individual agreement is concluded, unless otherwise stipulated by the Department's representative, and shall be completed on the timetable set by the individual agreement.

Compliance with deadlines, including reporting deadlines, is of fundamental importance. Immediately after the definition of each individual agreement, the Supplier shall send the

Solicitation No. - N° de l'invitation

EE517-112802/B

Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

qcn006

CCC No./N° CCC - FMS No/ N° VME

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EE517-11-2802

Department's representative its performance timetable, which shall take into account the nature of the work as well as the weather conditions to be expected at the time and place of the work. Any change to the timetable shall be reported as soon as possible to the Department's representative.

Solicitation No. - N° de l'invitation

EE517-112802/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcn006

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

EE517-11-2802

File No. - N° du dossier

QCN-0-32931

CCC No./N° CCC - FMS No./N° VME

ANNEX « B »

Periodic Reports - Supply Arrangement

The data must be submitted **on a semi-annual basis** to the Supply Arrangement Authority, no later than **fifteen (15) calendar days** after the end of the reporting period as follow :

1st semester : June 1 to November 30;

2nd semester : December 1 to May 31.

If the Supplier fails to provide the completed reports in accordance with the instructions above, Canada may set aside the Supply Arrangement and take corrective measures in relation to the Supplier's performance.

Example of the required information for the report :

SEMI-ANNUAL REPORT

Supply Arrangement (SA)

EE517-112802/____/QCN, Marine Structures Inspection

Supplier : _____

Period of report : from _____ to _____

<i>Identified User Name</i>	<i>Contract number</i>	<i>Contract date</i>	<i>Term of the Contract</i>	<i>Amount invoiced</i>
				\$
				\$
				\$
				\$
				\$
Total amount :				\$

Signature : _____

Date : (YYYY-MM-DD) : _____

Annex « C »

Evaluation Grid

NON RESPONSIVE	INADEQUATE	POOR	WEAK	JUST ACCEPTABLE	GOOD	VERY GOOD	EXCELLENT
<p>0 point</p> <ul style="list-style-type: none"> Did not submit informations which could be evaluated 	<p>1 points</p> <ul style="list-style-type: none"> Fails to meet the desirable minimum Weaknesses can't be corrected Supplier lacks qualifications and experience Team proposed is not likely able to meet requirements Sample projects not related to this project's needs Inadequate 	<p>2 -3 points</p> <ul style="list-style-type: none"> Generally doubtful is not likely able to meet requirements Generally doubtful that weaknesses can be corrected Serious lacks qualifications and experience Team is weak - either missing components or overall experience is weak Sample projects generally not related to this project's needs Extremely weak, no capability to meet performance requirements 	<p>4 - 5 points</p> <ul style="list-style-type: none"> Lacks accuracy Weaknesses can be corrected Supplier generally lacks qualifications and experience Team is weak - either missing components or overall experience is weak Sample projects generally not related to this project's needs Little capability to meet performance requirements 	<p>6 points</p> <ul style="list-style-type: none"> Just meets the desirable minimum Weaknesses can easily be corrected Supplier has minimum qualifications and experience Team capable of just fulfilling requirements Sample projects somewhat related to this project's needs Minimum acceptable capability, should meet minimum performance 	<p>7 points</p> <ul style="list-style-type: none"> Meets the desirable minimum No significant weaknesses Supplier is qualified and experienced Team covers all components and will likely meet requirements Sample projects generally related to this project's needs Average capability, should be adequate for effective results 	<p>8 - 9 points</p> <ul style="list-style-type: none"> More than satisfies desirable minimum No apparent weaknesses Supplier is highly qualified and experienced Strong team - some members have previously worked together Sample projects directly related to this project's needs Superior capability, should ensure effective results 	<p>10 points</p> <ul style="list-style-type: none"> Exceptionally strong arrangement No weaknesses Supplier is exceptionally qualified and experienced Exceptional team - has worked well together before on comparable work Took the lead in projects directly related to this project's needs Exceptional capability, should ensure extremely effective results