

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

### Cabot Place, Phase II

**Box 4600**

**St. John's, NF**

**A1C 5T2**

**Bid Fax: (709) 772-4603**

## Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services  
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

PWGSC / TPSGC - Nfld. Region  
Cabot Place, Phase II, 6th Floor  
Box 4600  
St. John's, NF  
A1C 5T2

<b>Title - Sujet</b> SA DFO Diving Contractors -Atlantic	
<b>Solicitation No. - N° de l'invitation</b> F6855-133128/A	<b>Date</b> 2014-04-24
<b>Client Reference No. - N° de référence du client</b> F6855-133128	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$OLZ-008-6072
<b>File No. - N° de dossier</b> OLZ-3-36194 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-05-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> rice, art j.	<b>Buyer Id - Id de l'acheteur</b> olz008
<b>Telephone No. - N° de téléphone</b> (709)772-4392 ( )	<b>FAX No. - N° de FAX</b> (709)772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS C/O SUPPLY DEPOT SOUTHSIDE RD PO BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	
<b>Security - Sécurité</b> This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<b>Telephone No. - N° de téléphone</b>	
<b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b>	
<b>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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F6855-133128/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

olz008

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F6855-133128

OLZ-3-36194

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**TITLE Atlantic Region Diving Services****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 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, the Basis of Payment

**2. Summary**

This Supply Arrangement (SA) requirement is on an as is and when required basis for the Department of Fisheries and Oceans Canada (DFO), Canadian Coast Guard (CCG) in the Atlantic North (Newfoundland) and Atlantic South Region, (Nova Scotia, PEI, and New Brunswick ) and will involve individual contracts issued under the SA with a specific work requirement which will be initiated as projects and situations occur

**3. Debriefings**

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.

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## 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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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).

Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

### 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 Arrangements.

### 3. Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### 4. Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on ESDC-Labour's website.

### 5. Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than 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 question(s) or may request that suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

## 6. 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 Newfoundland and Labrador

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 (1 hard copies)

Section II: Financial Arrangement (2 hard copies)

Section III: Certifications (1 hard copies)

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

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 April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, suppliers should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### **Section III: 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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

*As per Supplier arrangement requirements within Annex "A"*

#### **1.2 Financial Evaluation**

**1.2.1** Suppliers must complete and submit the table in Annex B, Basis of Payment, with their submission.

**1.2.2** Suppliers must submit ceiling prices that will apply for the complete term of the Supply Arrangement.

### **2. Basis of Selection**

- 2.1** 1. To be declared responsive, an arrangement must:
  - (a) comply with all the requirements of the Request for Supply Arrangements; and
  - (b) meet all mandatory technical and financial evaluation criteria; and
- 2. Arrangements not meeting (a) or (b) above will be declared non-responsive

## **PART 5 - CERTIFICATIONS**

Suppliers must provide the required certifications and associated information to be issued a supply arrangement (SA).

The certifications provided by suppliers to Canada are subject to verification by Canada at all times. Canada will declare an arrangement non-responsive, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority may render the arrangement non-responsive, or constitute a default under the Contract.

### **1. Certifications Required Precedent to Issuance of a Supply Arrangement and Certifications Required with the Arrangement**

## 1.1 Certifications Required Precedent to Issuance of a Supply Arrangement

### 1.1.1 Integrity Provisions - Associated Information

By submitting an arrangement, the Supplier certifies that the Supplier and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Arrangement of Standard Instructions 2008. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 1.1.2 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 does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies

## 1.2 Certifications Required with the Arrangement

### 1.2.1 Certifications as per Annex "A" Supplier Requirements

#### 1.2.2 Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-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 bid being declared non-responsive.

## 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. Security Requirement

There is no security requirement applicable to this Supply Arrangement.



### 3. 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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2020 (01/03/2014) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

### 4. Term of Supply Arrangement

#### 4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from Date of issuance to May 31, 2016

### 5. Authorities

#### 5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Art Rice, Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Services and Marine  
The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-4932  
Facsimile: (709) 772-4603  
E-mail address: art.rice@pwgsc.gc.ca

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

#### 5.2 Suppliers Representative

Name	Title	Telephone	E-mail
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### 6. Identified Users

Coast Guard Offices in St. John's, Newfoundland or Dartmouth, Nova Scotia

### 7. 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.

## 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 (01/03/14), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A, Statement of Work
- (d) Annex B, Basis of Payment
- (e) the Supplier's arrangement dated \_\_\_\_\_ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_". (Insert date(s) of clarification(s) or amendment(s), if applicable).*

## 9. Certifications

### 9.1 Compliance

The continuous compliance with the certifications provided by the Supplier in its arrangement and the ongoing cooperation in providing associated information are conditions of issuance of the Supply Arrangement (SA). Certifications are subject to verification by Canada during the entire period 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, fails to provide the associated information, or if 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 Supply Arrangement.

## 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 Newfoundland and Labrador

## B. BID SOLICITATION

### 1. Bid Solicitation Documents

Canada will use the bid solicitation templates Simple, for low dollar value requirements; MC for medium complexity requirements; HC for more complex requirements, available in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;

## (c) 2003 Standard Instructions - Goods or Services - Competitive Requirements;

Subsections 04 and 05 of Section 01, Integrity Provisions - Bid of the Standard Instructions (2003 )incorporated by reference above are deleted in their entirety and replaced with the following:

4. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.
5. Canada may, at any time, request that a bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive."

## (d) bid preparation instructions;

## (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);

## (f) evaluation procedures and basis of selection;

## (g) certifications;

- SACC Manual A3005T, and A3010T
- **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## (i) conditions of the resulting contract.

**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.

**2.3 Solicitation response timelines**

For requirements suppliers must respond to the solicitation within 5 calendar days of the date of issuance of the solicitation email by the Identified User

**Procedures in article 3 below pertain to the Identified User, and are provided as information to the Suppliers.**

### **3 Procedures for Identified Users**

The following process is internal to the Identified User, and will be followed for all bids solicited under the Supply Arrangement. (All dollar values are INCLUSIVE of GST/HST if applicable)

#### **Standard Forms**

The following forms will be used by the Identified User as the first page of the bid solicitation document and the first page of the resulting contract document.

PWGSC-TPSGC 9400-3, Bid Solicitation

PWGSC-TPSGC 9400-4, Contract

**It is the responsibility of the Identified User to ensure that the solicitation process is both followed, AND documented on file with the resulting contract against the Supply Arrangement.**

iv. For all requirements :

a. Bids will be solicited from all suppliers who have been issued an SA.

## **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.

(b) **MC** (for medium complexity requirements), 2010C general conditions will apply to the resulting contract;

The above templates are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

## **2. Term of Contract**

### **Work Period**

Work must commence and be completed as per the direction of the Project Authority.

## **3 Authorities**

### **3.1 Inspection Authority**

The Inspection Authority is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority will be represented on-site by an assigned on-site Inspector and any other departmental inspectors who will from time to time be assigned in support of the designated inspector.

### **3.2 Technical Authority**

The Technical Authority for the Contract will be named within the solicitation

The Technical Authority is the on site representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for day to day on site technical matters. The on site technical authority is the designated authority for work arising including

signatory authority for 1379s . Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 3.3 Project Authority

The Project Authority for the Contract will be within the solicitation

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 4 Payment

### 4.1 Basis of Payment - Firm Price or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm price", as specified in Annex "B

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 4.2 Method of Payment - Single Payment

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

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

### 4.3 SACC Manual Clauses

C6000C (2011-05-16) Limitation of Price  
 C0711C (2008-05-12) Time Verification  
 C0100C (2010-01-11) Discretionary Audit  
 A9019C (2011-05-16), Hazardous Waste Disposal  
 A9065C (2006-06-16), Identification Badge  
 A9068C (2010-01-11), Government Site Regulations  
 D3015C (2007-11-30), Dangerous Goods/Hazardous Products

## 5 Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6 Certifications

SACC Manual Clause A3015C (2008-12-12) Certifications

## 7 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Newfoundland and Labrador**.

## 8 Insurance Requirements

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

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

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

## 9 Loan of Equipment - Marine

The Contractor may apply for the loan of the Government special tools and test equipment particular to the subject vessel as identified in the Specifications. The provision of other equipment required for the execution of work in the Specifications is the sole responsibility of the Contractor.

Equipment loaned under this provision must be used only for work under this Contract and may be subject to demurrage charges if not returned on the date required by Canada. In addition, equipment loaned under the above provision must be returned in a like condition, subject to normal wear and tear.

A list of Government equipment that the Contractor intends to request must be submitted to the Contracting Authority within *three (3) days* of Contract Award to permit timely supply or for alternate arrangements to be made. The request must state the time frame for which the equipment is required.

## 10 Trade Qualifications

The Contractor must use qualified, certified (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Inspection Authority may request to view and record

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details of the certification and/or qualifications held by the Contractors tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

## **11 Environmental Protection**

The Contractor and its subcontractors engaged in the Work on a Canadian Government vessel must carry out the Work in compliance with applicable municipal, provincial and federal environmental laws, regulations and industry standards.

The Contractor must have detailed procedures and processes for identifying, removing, tracking, storing, transporting and disposing of all potential pollutants and hazardous material encountered, to ensure compliance as required above. All waste disposal certificates are to be provided to the Inspection Authority, with information copies sent to the Contracting Authority. Furthermore, additional evidence of compliance with municipal, provincial and federal environmental laws and regulations is to be furnished by the Contractor to the Contracting Authority when so requested.

The Contractor must have environmental emergency response plans and/or procedures in place. Contractor and subcontractor employees must have received the appropriate training in emergency preparedness and response. Contractor personnel engaging in activities which may cause environmental impacts or potential non compliance situations, must be competent to do so on the basis of appropriate education, training, or experience.

## **12 Licensing**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

## **13 Workers Compensation**

SACC Manual Clause A0285C (2007-05-25) Workers compensation

**ANNEX "A"****STATEMENT OF WORK**

**Atlantic Region Diving Services Supply Arrangement Requirement:  
Requisition Number: F6855-133128**

**Scope:**

The purpose of this Request for Supply Arrangement is to establish a list of pre-qualified Commercial Diving Contractors in the Atlantic Region that Fisheries and Oceans Canada, Canadian Coast Guard will use to solicit bids and issue individual contracts under the terms and conditions of the Supply Arrangement.

**Requirement:**

This Supply Arrangement (SA) requirement is on an as is and when required basis for the Department of Fisheries and Oceans Canada (DFO), Canadian Coast Guard (CCG) in the Atlantic North (Newfoundland) and Atlantic South Region, (Nova Scotia, PEI, and New Brunswick ) and will involve individual contracts issued under the SA with a specific work requirement which will be initiated as projects and situations occur.

Individual contracts issued under this SA will be initiated from either the Coast Guard Offices in St. John's, Newfoundland or the offices in Dartmouth, Nova Scotia. The supplier shall indicate the service area (Atlantic South, Atlantic North or both) and a contact address and individual responsible for the SA for either or both of these locations.

**The Commercial Diving Operations may include:**

1. Underwater Vessel Inspection and survey
2. Underwater hull repair including welding on both aluminum and steel hulls
3. Supply and installation of air bladders, plugs and patches to stop the ingress of water and to allow repairs/maintenance within the vessel.
4. Prevention of pollution and environmental leakage
5. Propeller repair
6. Underwater hull cleaning and other maintenance
7. Video documentation of damage and repairs.
8. Supply and Operation of Remotely Operated Vehicles (ROV) with and/or without articulating arms.
9. Other operations as required. Other operations not listed above may require additional insurance to be carried by the contractor. These requirements for additional insurance will be indicated by PWGSC.

**SUPPLIER REQUIREMENTS**



**1. Suppliers for the Diving Services Standing Offer shall fully comply with the following:**

- a) Competency Standard for Diving Operations - CSA Z275.4 (latest revision)
- b) Occupational Safety Code for Diving Operations - CSA Z275.2 (latest revision)
- c) DFO Fleet Safety and Security Manual – DFO-5737 Section 7.B.1 Diving Operations.

**2. The contractor shall have experience in providing Commercial Diving Services for a minimum of 5 years****3. All Divers shall:**

- a) Have a valid Commercial Divers Certification from the Diver Certification Board of Canada
- b) A valid Divers medical Certificate from the Canadian Association of Diving Contractors log book
- c) A minimum of 50 hours diving experience.

**4. The Contractor shall have a documented Safe Practices or Operations manual which includes**

- a) Diving safety Procedures
- b) Pre and Post Diving Checklists
- c) Dive Team assignments and responsibilities
- d) Equipment procedures and Checklists
- e) Emergency Procedures for
- f) Equipment failure
- g) Medical illness and treatment of injury.

**5. The Contractor shall provide DFO with copies of all the Diver's certifications identified in item #3 above, before providing services.****6. The Contractor shall provide qualified and experienced divers that are trained to a level that will allow the diver(s) to safely undertake the required diving operations and repairs.****7. The Contractor shall provide a written report to the DFO departmental representative, detailing the site specific Health and Safety Plan prior to commencing work for each dive. The report shall include as a minimum:**

- a) Results of the site specific safety hazard assessment.
- b) Results of the safety and health risk or hazard analysis for site tasks and operations.

c) Contractor and subcontractor Safety Communication Plan;

d) The provision of a Comprehensive Dive Plan and Emergency Response Plan.

**8. The Contractor shall ensure that all divers maintain an updated dive log, and present this log upon request from the DFO departmental representative.**

**9. The Contractor shall ensure that the supplied personnel are familiar with regulatory prohibitions placed on the use of SCUBA and the interactions of Occupational Health and Safety Act concerning crane and barge operations, where personal protective equipment and prescribed procedures are required.**

**10. The Contractor shall provide supplied personnel with all appropriate equipment, devices, tools, and machinery, including personal protection devices (PPE), ensuring all equipment is maintained in proper working condition and is used in the prescribed manner as required under the Canadian Labour Code (CLC);**

**11. The Contractor shall always have on site a qualified diving supervisor who is authorized to act on the Contractor's behalf to ensure work is properly and safely carried out. The diving supervisor shall be qualified to a level required to supervise the diving operation being carried out.**

**12. The Contractor shall immediately stop work and advise the DFO departmental representative, verbally and in writing, in the event of any unforeseen or peculiar safety related factor, hazard or condition, becoming evident, during the performance of the work.**

**13. The contractor is required to provide a report of the work completed for each work requirement. This report will include any video, pictures measurements, repairs, and maintenance and a review of the work completed. All test results, calibrations, measurements and readings are to be recorded and provided in the report.**

**ANNEX "B"****BASIS OF PAYMENT****Newfoundland ( ) Nova Scotia ( ) PEI ( )****Suppliers are to indicate what areas are being bid. Please copy and submit multiple sheets if bidding more than one area.**

Note: Rates shall be in effect for duration of the Supply arrangements. Individual contracts issued may require Travel and living. If so, Travel Guidelines will be applicable.

<b>Description of work</b>	<b>Hourly Rate REG / OT</b>	<b>Daily Rate</b>
1. Underwater Vessel Inspection and survey	\$ / \$	
2. Underwater hull repair including welding on both aluminum and steel hulls	\$ / \$	
3. Supply and installation of air bladders, plugs and patches to stop the ingress of water and to allow	\$ / \$	
repairs/maintenance within the vessel.	\$ / \$	
4. Prevention of pollution and environmental leakage	\$ / \$	
5. Propeller repair	\$ / \$	
6. Underwater hull cleaning and other maintenance	\$ / \$	
7. Video documentation of damage and repairs.	\$ / \$	
8. Supply and Operation of Remotely Operated Vehicles (ROV) with and/or without articulating arms	\$ / \$	
9. Other operations as required. Other operations not listed above may require additional insurance to be carried by the contractor. These requirements for additional insurance will be indicated by PWGSC.		

## ANNEX "C"

### CONTRACTING PROCESS/STATEMENT OF WORK FORMAT

#### 1.0 CONTRACTING PROCESS

Individual requirements will be raised and processed as follows:

- 1.1. The CCG Technical Authority (TA) will prepare a Request for Proposal (RFP) including a Statement of Work (SOW) in the format provided. This will be distributed via e-mail to all approved contractors in the relevant category.

The RFP will state a ceiling price allowance for work arising (labour and material) which shall not, under any circumstances, exceed \$5,000.00.

- 1.2. The Contractor(s) will provide a return firm price proposal by e-mail to the TA within the time frame requested. This proposal will provide an all inclusive firm price for the completion of the work outlined in the SOW. For urgent work the TA may request a proposal for reply within 24 hours.

To be responsive, the Contractor must meet all requirements of the RFP, utilising the rates and personnel in their SA.

- 1.3. The TA will select the lowest priced compliant proposal for award of a contract, and forward the contract document to the successful contractor by e-mail. A copy of the contract will be forwarded to the Supply Arrangement Authority.

Evaluation of price will be for known work only. The allowance will be utilised only if necessary, and does not form part of the contract without a properly issued amendment.

- 1.4. Upon final inspection and acceptance of the work by Canada, the Contractor will invoice DFO/CCG for payment, with a copy to the PWGSC Supply Arrangement Authority. The invoice shall contain a reference to the PWGSC SA number and the individual contract number.

**Care must be taken by both parties in the contracting activities as under no circumstances can Canada authorise payment of an invoice greater than \$125,000.00 under any contract resulting from these SAs. All contracts will be subject to audit verification as defined in the SA.**

## **2.0 STATEMENT OF WORK (SOW) FORMAT**

All RFPs shall have a SOW attached based on this format, addressing the following elements, as applicable:

### **1. SCOPE:**

Provide brief introductory overview of work required addressing what, where and when, but not how. The how shall be the responsibility of the Contractor based on the following criteria stated in the SOW and so reflected in the Contractor's proposal for the work.

### **2. REFERENCES:**

- a. Guidance drawings
- b. Standards
- c. Regulations
- d. Quality assurance standards

### **3. TECHNICAL DESCRIPTION:**

- a. Define requirement in terms of performance
- b. State clearly what work is required to be completed

### **4. PROOF OF PERFORMANCE:**

- a. Inspection
- b. Test
- c. Certification

### **5. DELIVERABLES:**

- a. Drawings (including any revisions)
- b. Spares
- c. Training
- d. Manuals
- e. Maintenance
- f. Software

**Annex "D" Insurance Requirements****Commercial General Liability Insurance**

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 \$5,000,000 per accident or occurrence and in the annual aggregate. The Commercial General Liability policy must include the following:

- A Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- B Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- C Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- D Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- E Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- F Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- G Employees and, if applicable, Volunteers must be included as Additional Insured.
- H Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- I Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- J Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- K If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- 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.

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**ANNEX "E"**  
**INFORMATION REQUIRED FOR CODE OF CONDUCT CERTIFICATION**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

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2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

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3. For a Sole Proprietorship or an individual doing business under a firm name - the name  
of the sole proprietor or individual;

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4. For a Joint Venture - the names of all current members of the Joint venture;

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5. For an individual - the full name of the person

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