



REQUEST FOR STANDING OFFER (RFSO) REFERENCE NUMBER	FP802-140031
TITLE	Marine Spill Response Services
DATE OF SOLICITATION	19 December 2014
RFSO CLOSING DATE	2 February 2015 @ 14:00 Eastern Standard Time (EST)
ADDRESS INQUIRIES TO	Patty Marinelli, Team Leader, Contracting Services Materiel and Procurement Services Fisheries and Oceans Canada 200 Kent Street – 9 W082, Ottawa, ON K1A 0E6 Telephone: 613-993-3136 Facsimile: 613-991-1297 E-mail: patrizia.marinelli@dfo-mpo.gc.ca
SEND BID/PROPOSAL TO	By email: patrizia.marinelli@dfo-mpo.gc.ca

Bidder Legal Firm Name and Full Postal Address (please print):

Contact/Telephone/Fax/Email Address (please print):

Procurement Business Number:

Offerors must register with Business Access Canada: <http://contractscanada.gc.ca/en/index.html>

Name and Title of Person Authorized to Sign on Behalf of Bidder (please print):

<p>Proposal to: Fisheries and Oceans Canada</p> <p>We hereby offer to sell to Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto and on any attached sheets at the price(s) set out therefor.</p> <p>Signature of Person Authorized to Sign on behalf of Offeror:</p> <p>_____ Date: _____</p>	<p>F.O.B. Point: Québec region</p>
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PART 1 - GENERAL INFORMATION

1.1 BID PACKAGE CONTENTS

This Request for Standing Offer (RFSO) package contains the following documents:

- Request for Standing Offer;
- Statement of Work – Annex “A”;
- Evaluation Criteria/Standing Offer Holder Selection Method – Annex “B”;
- Financial Offer - Annex “C”;
- Offeror Certifications - Annex “D”.

Failure to obtain any missing document(s) shall not relieve the Offeror from compliance with any RFSO obligation.

The Mandatory Requirements of this RFSO are identified specifically with the words “MANDATORY”, “MUST”, “ESSENTIAL”, “SHALL”, “WILL”, “IT IS REQUIRED”, AND “REQUIRED”. If a Mandatory Requirement is not complied with, the Offer will be considered NON-RESPONSIVE (or Non-Compliant/Non-Valid) and will not receive any further consideration.

Offerors who submit an Offer agree to be bound by the instructions, clauses and conditions of the Offer solicitation and accept the terms and conditions of the resulting standing offer.

In the event of any discrepancy between the English and French versions of the RFSO, the French version shall prevail.

1.2 SUMMARY OF STATEMENT OF WORK

The Fisheries and Oceans Canada (DFO) has a requirement to establish Standing Offers with successful Offerors for Marine Spill Response Services in each of the following regions: Montréal, Sorel, Trois-Rivières, Québec, Saguenay, Rimouski / Ste-Flavie, Baie-Comeau, Sept-Îles, Gaspé, Îles de la Madeleine as detailed in the Statement of Work, Annex “A”, attached to the RFSO.

1.3 SECURITY REQUIREMENTS

There is a security requirement for the regions of Gaspé, Îles-de-la-Madeleine, Rimouski, Sept-Îles and Sorel.

The Offeror must, at all times during the performance of the Call-up to the Standing Offer, hold a valid Designated Organization Screening (DOS) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Offeror’s personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid RELIABILITY status, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The offeror is not required to hold a valid Designated Organization Screening (DOS) for the offeror to propose their services in response to this RFSO, however, DFO cannot utilize the services of personnel in accordance with any contract without that person having the security authorization requires.

There is **NO** security requirement for the regions of: Baie-Comeau, Chicoutimi, Montréal, Québec et Trois-Rivières.



PART 2 OFFEROR INSTRUCTIONS

2.1 STANDARD (OFFEROR) INSTRUCTIONS - REQUEST FOR STANDING OFFERS - GOODS OR SERVICES - COMPETITIVE REQUIREMENTS DSS-MAS 2006 AND GENERAL CONDITIONS - STANDING OFFERS - GOOD OR SERVICES DSS-MAS 2005

Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements DSS-MAS 2006 and General Conditions - Standing Offers - Good or Services DSS-MAS 2005 are set out by title, number and date in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC).

Notwithstanding that they have not been expressly articulated in the RFSO, the Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements DSS-MAS 2006 dated 2014-06-26 at PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/17>

and General Conditions - Standing Offers - Good or Services DSS-MAS 2005 dated 2014-06-26 at PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/9> **apply to this RFSO**, subject to any other express terms and conditions contained herein **AND SUBJECT TO THE FOLLOWING REVISIONS FOR PURPOSES OF THIS RFSO:**

Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements DSS-MAS 2006 (2014-06-26)

- wherever reference is made to Public Work and Government Services Canada (PWGSC) **revise** to read "Fisheries and Oceans Canada (DFO)";

General Conditions - Standing Offers - Good or Services DSS-MAS 2005 (2014-06-26)

For purposes of this RFSO, wherever reference is made to Public Works and Government Services Canada (PWGSC) in the General Conditions **revise** to read: "Fisheries and Oceans Canada (DFO)".

The offeror accepts, in presenting an offer and by signing page 1 of this RFSO, all the terms and conditions mentioned.

2.2 SUBMISSION OF OFFERS/REQUEST FOR STANDING OFFER CLOSING DATE

The deadline for submission of Offers is indicated on **page 1 of the RFSO**. Offers (and any amendments thereto) received after the stipulated closing date and time will **not** be accepted and will be returned unopened to the Offeror, unless the late Offer qualifies as a 'Delayed Offers' as described in **Article 07 of Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements DSS-MAS 2006 (2014-06-26)**. If a late Offer must be opened to determine the name and/or address of the Offeror or the nature of the enclosure, a covering letter will be sent to explain the necessity of opening the Offer.

DFO will not assume responsibility for Offers directed to any location other than that stated on page 1 of the RFSO. **Offerors MUST indicate the DFO RFSO Number on the packaging when submitting their Offers.**



2.3 ENQUIRIES - OFFER SOLICITATION STAGE/DFO REQUEST FOR STANDING OFFER AUTHORITY

Any questions pertaining to this RFSO **must** be referred **in writing** (via letter, e-mail or fax) to the DFO Standing Offer Authority (SO Authority) named on page 1 of the RFSO, no less than 5 calendar days prior to the RFSO closing date to allow time to provide a response:

The SO Authority acts on behalf of the Standing Offer Authority and, in this role, prepares the RFSO, responds to Offeror questions and prepares the Standing Offer document, as applicable. The Standing Offer will be signed by the Standing Offer Holder and the Standing Offer Authority.

Questions/responses will be provided by the SO Authority to all Offerors who requested the RFSO bid package from MERX (if MERX applies), or who received a copy of the RFSO (if MERX does not apply – Offeror source list) without revealing the Enquirer's name. Any changes to this RFSO will be made by means of a formal amendment by the SO Authority, through MERX (if MERX applies), or, if a 'traditional' RFSO (specified source list) to all Offerors originally sent the RFSO.

Enquiries which are submitted as proprietary must be clearly marked 'PROPRIETARY' and accompanied by supporting rationale. The Standing Offer Authority will determine if the enquiry is proprietary. If it is considered proprietary, a response will be provided only to the Enquirer by the SO Authority. If not considered proprietary, the Enquirer will be advised and may withdraw the enquiry. If not withdrawn, the response will be treated in the same manner as non-proprietary answers.

2.4 OFFER VALIDITY PERIOD

Offers shall remain valid for acceptance by DFO for a period of ninety (90) days following the RFSO closing date.

2.5 IMPROVEMENT OF REQUIREMENT DURING THE SOLICITATION PERIOD

Should Offerors consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the SO Authority named in the offer solicitation. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the SO Authority at least 10 days before the bid closing date. DFO will have the right to accept or reject any or all suggestions. Any suggestions for improvement to the Statement of Work accepted by DFO will be transmitted to all Offerors by means of a formal RFSO amendment.

2.6 APPLICABLE LAWS

Any resulting Standing Offer shall be interpreted and governed, and the relations between Parties determined, by the laws in force in Québec. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the Offer, by deleting the Canadian province or territory specified and inserting the Canadian province or territory of its choice. If no change is made, it acknowledges the applicable law specified is acceptable to the Offeror.



PART 3 - OFFER PREPARATION INSTRUCTIONS AND EVALUATION PROCEDURES

3.1 OFFER PREPARATION INSTRUCTIONS

Language of Offer: Offerors may submit a bid in the official language of their choosing (English or French).

Offers from Individuals: Individuals may submit proposals, and will be evaluated in the same manner as any other firm or supplier submitting a proposal.

Offers from Joint Ventures: In the event of an Offer submitted by a contractual joint venture, the Offer shall either be signed by all members of the joint venture **or** a statement shall be provided to the effect that the signatory represents all parties of the joint venture. (If a standing offer is awarded to a contractual joint venture, all members of the joint venture shall be jointly and severally or solidarily liable for the performance of the contract.)

Offers must be structured in two (2) distinctive parts that must be bound separately and provided in separate envelopes:

3.1.1 Part 1 – Technical Bid

1. **One (1) copy** (with **no** reference to price) indicating evidence of compliance with the technical requirements under Annex “B”;
2. **One completed/signed/dated (original signature) Request for Standing Offer page 1;**
3. **One completed/signed/dated (original signatures) of Certifications – Annex “D”;**
4. **Information as to the Security Clearance details for proposed resource(s):** Security Clearance level, Expiry Date of Clearance and PWGSC Security file Number, if there is a Security requirement.

Technical Offers should be clear, concise, and include sufficient detail to allow effective evaluation and substantiation of the validity of the Offeror’s response. Offers will be evaluated strictly against the Mandatory Technical Criteria and the Point Rated Criteria set out in Annex “B” of this RFSO. The Offer should not simply re-phrase or re-state DOJ’s Statement of Work requirement, but should demonstrate the Offeror’s understanding of the requirement and how it will meet it.

Points will not be awarded for generic or marketing material that does not specifically address DFO’s requirements, and Offerors should not include such material in their Offers. In addition, hard, bulky covers to Offers should be avoided, where possible; a signed and dated company letterhead attached to the Technical Offer is preferable. **All pages of the Offer, including any attachments, are to be clearly and consecutively numbered and correspond to an Offer Table of Contents.**

3.1.2 Part 2 – Financial Offer

The Offeror must submit **One (1) copy** of its Financial Offer, **in accordance with Annex “C”, Financial Offer** (Basis of Payment) to this RFSO.

3.1.3 Certifications Precedent to Issuance of a Standing Offer

The Certifications detailed in Annex “D” to this RFSO should normally be provided with the technical Offer but may be provided subsequent to the RFSO closing date by the Offeror in the event of an omission at time of Offer submission. Where Certifications are missing from an Offer, DFO will so inform the Offeror and provide the Offeror with a time frame within which to provide the Certifications to DFO. **Failure to comply with the request of the Request for Standing Offer Authority and meet the requirement within the stated time frame will render the Offer non-responsive.** In order to be considered for



standing offer award an Offeror whose Offer is technically and financially responsive **MUST** complete and sign all Certifications detailed in Annex "D" to this RFSO.

3.1.4 Proprietary / Confidential Information

Restrictions on disclosure of data in proposals - Any information, data and/or Intellectual Property which is provided in an Offer, which is demonstrably proprietary to an Offeror, shall be so identified specifically (by paragraph, table, figure) in the offer, and DFO will endeavour to protect such proprietary information, data and/or Intellectual Property in accordance with the laws of Canada and its normal policies, regulations and procedures. Any financial data and information provided by Offerors for the purpose of this RFSO will be treated as "Commercially Confidential" and kept in confidence by DFO. Such information will not be disclosed, in whole or in part, except on a need-to-know basis for the specific purpose of offer evaluation and for the activities related to the process of resulting standing offer award, as applicable. Unless it is required to do so by law, DFO will not divulge such data and/or information to any third party.

3.2 EVALUATION PROCEDURES

The Evaluation process will be conducted in four (4) stages as follows:

1. the Offer will be evaluated against the General Mandatory Requirements stated throughout the RFSO (excluding any Mandatory Technical Criteria /Point Rated Criteria) detailed in Annex "B";
2. the Offer will be evaluated against the Mandatory Technical Criteria of Annex "B"; if Mandatory Requirements are applicable, for those Offers having met Item 1 above;
3. the Offer will be evaluated against the Point Rated Criteria of Annex "B", if Point Rated Criteria are applicable, for those Offers having met Item 2 above;
4. the proposed successful Offerors will be determined in accordance with the Standing Offer Selection Method stated in Annex "B".

The Evaluation Team will comprise of DFO representatives.

3.2.1 Rights of DFO

DFO reserves the right to:

- a) Seek clarification or verify any or all information provided by the Offeror with respect to this RFSO;
- b) Reject any or all Offers received in response to this RFSO;
- c) Enter into negotiations with one or more Offerors on any or all aspects of its Offer;
- d) Accept any Offer in whole or in part without prior negotiation during the Offer validity period;
- e) Cancel and/or re-issue this RFSO at any time;
- f) Discontinue the evaluation of any Offers which are determined, at any stage of the evaluation process, to be non-compliant/non-responsive;
- g) Issue one or more Standing Offers;
- h) Retain all Offers submitted in response to this RFSO;
- i) Reject any Offer deemed not representative of fair value to Canada;
- j) Verify any or all information provided by the Offeror with respect to its Offer, including references.

3.2.2 Evaluation of Offeror Capabilities to Perform the Work

During the Offer evaluation phase and upon DFO's request, the Offeror will allow DFO to conduct an evaluation, which may include but not be limited to the Offeror's legal status, facilities and technical, financial and managerial capabilities to fulfill the requirements stated in this RFSO. Any information requested by DOJ to conduct such evaluation must be provided within five (5) working days of receiving the request.



3.2.3 Offeror Disclosure of Activities - Possible Conflict of Interest Situations

If DFO determines the successful Offeror to be in a possible conflict of interest situation, the Offeror will be required, prior to entering into a contractual relationship with DFO, to disclose any and all holdings and activities that could possibly be in a conflict, real or perceivable, with the mandate and objectives of DFO. In the event that DFO decides that action is necessary in order to remove such a conflict, the successful Offerors will be required to take such action (which may include divestiture of certain assets or ceasing to perform certain activities) prior to entering into a contractual relationship with DFO.

3.2.4 Sole Offer - Price Support

In the event that the Offeror's Offer is the sole Offer received and is deemed responsive, DFO may request one or more of the following as acceptable price support:

- a) current published price list indicating the percentage discount available to the federal government; and/or
- b) paid invoices for like services sold to other customers; and/or
- c) a price certification statement; and/or
- d) any other supporting documentation as requested.

3.2.5 Notification of Standing Offer Award/Offeror De-briefings

Following award of the standing offers for the requirement defined herein, all Offerors who submitted an Offer will be notified of the name of the successful Offerors. At the time of notification, unsuccessful Offerors may request a debriefing from the Standing Offer Authority provided that a written request is received by e-mail by the Standing Offer Authority no later than 30 calendar days from the notification date of standing offer awards. For those requirements posted on MERX, a Contract Award Notice will be prepared and published on the Government Electronic Tendering Service (MERX) within 72 days after award of any standing offer. Any questions/issues relating to this offer solicitation should be discussed with the Standing Offer Authority.

Offerors should note that the recourses available with respect to this procurement include the right to file a complaint with the Canadian International Trade Tribunal (CITT) (if the requirement was subject to the Trade Agreements) and/or to file an action before the Federal Court.



PART 4 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

4.1 GENERAL CONDITIONS - STANDING OFFERS - GOOD OR SERVICES DSS-MAS 2005 (2014-06-26)

For purposes of this Standing Offer, wherever reference is made to Public Works and Government Services Canada (PWGSC) in the General Conditions 2005 it shall be read as “Fisheries and Oceans Canada (DFO)” - see PWGSC site; <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/9>

4.2 SACC MANUAL TERMS, CONDITIONS AND CLAUSES

The following terms, conditions and clauses set out hereunder by title, number and date (located in the PWGSC SACC Manual at site [http:// www.pwgsc.gc.ca/sacc](http://www.pwgsc.gc.ca/sacc)) shall form part of the Standing Offer; **for purposes of the Standing Offer, where reference is made to Public Works and Government Services Canada (PWGSC) in any of the terms, conditions and clauses, it shall be read as “Fisheries and Oceans Canada (DFO)”**:

- Canada to Own Intellectual Property Rights in Foreground Information – 4007 dated 2008-12-12;
- Discretionary Audit – #C0100C dated 2007-05-25;
- Foreign Nationals (Canadian Contractor) - #A2000C dated 2006-06-16, if applicable;
- Foreign Nationals (Foreign Contractor) - #A2001C dated 2006-06-16, if applicable;
- International Sanctions - #R1270D dated 2006-06-16;
- Multiple Payments - #H1001C dated 2008-05-12;
- Site Regulations - #A9068C dated 2007-05-25;
- Taxes – Foreign-based Contractors - #C2000C dated 2007-11-30, if applicable;
- Time Verification – #C0711C dated 2008-05-12 (applies to a per diem rate contract).

4.3 SECURITY REQUIREMENTS

1. The Standing Offer Holder **MUST**, at all times during the performance of the Standing Offer, hold a valid Designated Organization Screening (DOS) at the level of **RELIABILITY STATUS**, issued by the Canadian and International Industrial Security Directorate (CIISD), Public Works and Government Services Canada (PWGSC).
2. The Standing Offer Holder personnel requiring access to sensitive work site(s) **MUST EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CIISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CIISD/PWGSC.
4. The Standing Offer Holder **MUST** comply with the provisions of the Industrial Security Manual (latest edition) <http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>

4.4 APPLICABLE LAWS

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Québec.



4.5 PRIORITY OF DOCUMENTS

The documents listed below form part of and are incorporated into the Standing Offer. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

- the call-up against the Standing Offer, including any annexes;
- the Articles of the Standing Offer;
- the General Conditions - Standing Offers - Good or Services DSS-MAS 2005 (2007-05-25), as revised herein;
- the Statement of Work (*to be stated as Annex "A" to the Standing Offer*);
- the Basis of Payment; (*to be stated as Annex "B" to the Standing Offer*);
- the Standing Offer Holder's proposal dated (*SO Authority to insert the date in the standing offer once known*).

4.6 STANDING OFFER AUTHORITY

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Any changes to the Standing Offer must be authorized in writing by the Standing Offer Authority. Upon the making of a call-up, as Contracting Authority, he or she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User. The Standing Offer Holder is not to perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from any government personnel other than the Standing Offer Authority stated below:

Patrizia Marinelli, Team Leader, Contracting Services
Materiel and Procurement Services
Fisheries and Oceans Canada
200 Kent Street, Ottawa, ON K1A 0E6
Telephone: (613) 993-3136
Facsimile: (613) 991-1297
Email: patrizia.marinelli@dfo-mpo.gc.ca

4.7 PROJECT AUTHORITY (*to be identified in the standing offer*)

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

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

4.8 STATEMENT OF WORK

The Statement of Work is detailed in Annex "A".

4.9 PERIOD OF STANDING OFFER

The period (estimated) of the Standing Offer is from the 01 April 2015 to the 31 March 2018 inclusive.

4.9.1 Option to Extend the Standing Offer

The Standing Offer Holder grants to DFO the irrevocable option to extend the period of the Standing Offer by up to 2 additional year periods under the same terms and conditions. DFO may exercise the option at any time by sending a written notice to the Standing Offer Holder at



least 30 calendar days before the Standing Offer expiry date, or any extension of the Standing Offer. The Standing Offer Holder agrees that, during the extended period of the Standing Offer, the rates and prices will be in accordance with the provisions of the Standing Offer.

The option may only be exercised by the Standing Offer Authority, by the issuance of a formal standing offer amendment.

4.10 BASIS OF PAYMENT

The Basis of Payment is detailed in Annex "B". (To be stated in the standing offer as Annex "B at time of standing offer preparation).

4.11 INVOICING INSTRUCTIONS

An invoice must be submitted monthly to the Technical Authority, for charges/costs incurred in accordance with the Basis of Payment (see invoicing for milestone payments below), on **the Standing Offer Holder's own invoice, supported by description of work performed, as required, and contain the following information:**

- (a) the Call-up to a Standing Offer serial number and Financial Coding;
- (b) name/address of Standing Offer Holder, invoice date, period covered by the invoice;
- (c) days worked by the individual(s)/firm per diem rate(s)/total for professional fees;
- (d) if a milestone payment, state the deliverable, value/date required by the Call-up to a Standing Offer;
- (e) any pre-authorized travel and living expenses, with receipts attached;
- (f) total amount of GST or HST, excluding GST/HST on any Travel and Living;
- (g) total amount of the invoice.

4.12 SUPPLEMENTAL INVOICING INSTRUCTIONS – T1204 SUPPLEMENTARY SLIP

Pursuant to paragraph 221 (1) (d) of the Income Tax Act, payments made by Fisheries and Oceans Canada (including other departments and agencies) to Standing Offer Holders under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Supplementary Slip. To enable departments and agencies to comply with this requirement, Standing Offer Holders are required to provide the following to the Technical Authority **with each invoice:**

- (a) the **legal name of the entity**, i.e. the name associated with Business Number (BN), as well as the address and postal code;
- (b) the **status of the Standing Offer Holder**, i.e. unincorporated business, corporation or partnership;
- (c) for **unincorporated businesses**, the Standing Offer Holder's Social Insurance Number (SIN), or if applicable, the GST/HST number;
- (d) **for corporations**, the Business Number (BN), or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and,
- (e) **the following certification** signed by the Standing Offer Holder or an authorized officer:

"I certify that I have examined the information provided herein, including the legal name, address, and Canada Revenue Agency identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Standing Offer Holder."



4.13 SUITABILITY OF SERVICES – RIGHTS OF DFO

All services rendered may be evaluated within a reasonable time from commencement of the Standing Offer on the basis of quality and adherence to DFO's schedule and standards. Personnel assigned must be capable of performing the work at a level of competence deemed acceptable by DFO.

Should personnel be found unsuitable to perform the services, and upon written advice from DFO through the Standing Offer Authority, the Contractor shall implement suitable corrective action within five (5) working days upon receiving written notice by the Standing Offer Authority. Any costs associated with individual replacement shall be to the Standing Offer Holder's own account. DFO also has the right to terminate, if necessary, the Call-up to a Standing Offer in which the work is performed by any individual who, **in the opinion of the DFO**, is incompetent or has been conducting himself/herself improperly.

4.14 INTELLECTUAL PROPERTY (IP)

There is no Intellectual Property arising from Work pursuant from a Call-up to this Standing Offer.

4.15 COMPLIANCE WITH CERTIFICATIONS

Compliance with the Certifications that the Standing Offer Holder has provided DFO in its Offer is a condition of authorization of the Standing Offer and is subject to verification by DFO during the entire period of the Standing Offer. In the event that the Standing Offer Holder does not comply with any certification or that it is determined that any certification made by the Standing Offer Holder in its Offer is untrue, whether made knowingly or unknowingly, the Minister shall be entitled, pursuant to the provisions of the Standing Offer, to terminate the Standing Offer for default.



Annex “A”

STATEMENT OF WORK (SOW)

TITLE: Marine Spill Response Services

A.1 Delivery of response services

The Contractor may also be responsible for maintaining part or all of the equipment kept on its property, and for cleaning, storing and repairing equipment according to the requirements and at the request of the Department's authorized representative.

Under this Agreement, the Contractor's team members are also required to participate in training offered by the Department's training staff.

A.2 Standard of performance applicable to the Contractor

Subject to the other conditions of this Agreement, the Contractor shall do its utmost to provide the services requested by the Minister in accordance with this Agreement, in such a manner as to counteract the effects of the applicable spill or eliminate or clean the spill as efficiently as possible under the circumstances.

A.3 Geographic scope of the Agreement

The Minister acknowledges that the Contractor must provide marine spill response services in the following areas: Montréal, Sorel, Trois-Rivières, Québec City, Saguenay, Rimouski/St. Flavie, Baie-Comeau, Sept-Îles, Gaspé, and Magdalen Islands, and that such services are administered by the Canadian Coast Guard – Quebec Region.

A.4 External resources

The Contractor shall, to the extent possible, know all of the potentially useful human and material resources in the territory served and be able to call on them if needed during an emergency response.

A.5 Primary tasks

i) The Contractor shall perform, in accordance with the methods and procedures required by the Departmental Representative and/or in accordance with the “Oil Spill Response Field Guide,” the following tasks:

- Stop and/or plug leaks;
- Deploy containment booms around oil slicks;
- Use absorbent products for the affected areas;
- Carry out and/or participate in the installation and use of recovery systems;
- Perform other essential tasks related to the containment and treatment of oil slicks, and cleaning of polluted areas (including transportation and disposal of waste);
- Lighten a vessel and/or transfer oil products from a tank;
- Be able to salvage bags of fuel oil from the Irving Whale across the sand dunes on the Magdalen Islands.

These tasks will be performed at the locations to be determined by the Departmental Representative using and/or providing equipment in accordance with the needs stated by the Departmental Representative.



ii) During an emergency response, the Contractor shall send to the Departmental Representative a daily report on the general situation, including general observations on the clean-up work and on operations planning.

iii) The Contractor shall pay for the purchase or rental of goods or services as requested by the Departmental Representative, and ensure they are delivered and/or transported. These expenditures will be reimbursed in accordance with the provisions described in section 2 of this Agreement.

A.6 Use of Department property

The equipment and property of the Department cannot be used for purposes other than those established by the Departmental Representative.

A.7 Response

During a major disaster, in any circumstances where the activities may be prolonged or become more complex, or for any other reason the Departmental Representative may deem sufficient, the Departmental Representative reserves the right to use the services of any other specialized firm, while allowing the Contractor to continue operations already commenced.

The Contractor may submit a tender, like other firms, to complete or carry out response work or related work at a fixed price, if the Departmental Representative chooses this contracting process; this in no way revokes the obligations that the Contractor hereby incurs.

A.8 Other provisions

During an actual response or during training, any absorbent material supplied by the Standing Offer Holder will be replaced with equivalent material and will be reimbursed by the Department upon presentation of a bill.

A.9 Composition of the team

i) The Contractor shall provide a group of eight people, including the following members:

One (1) General Foreman/Observer
One (1) Team Leader
One (1) Mechanic
One (1) Navigator
Four (4) General Labourers

ii) The primary duties of each team member must be as described below without, however, being expressly limited thereto:

iii) General Foreman/Observer

The General Foreman is the person in contact with the Departmental Representative; he receives operational instructions and ensures they are applied; compiles all information for operational and administrative reports, and acts as general foreman in the field in accordance with the Departmental Representative's authorization, and may have to manage the logistics of the Contractor's operations.

The Observer is the person who takes first action when an incident occurs. The Observer travels to the site and assesses the situation using the CCG's First Responders Guide, prepares and implements an initial response plan, assesses operational needs and reports to the Departmental Representative and, above all, does everything possible to stop the leak and minimize its spread, if any. Therefore, the



Observer must be capable of using marine, road and topographical maps and various means of telecommunications.

iv) Team Leader

A Team Leader is assigned to oversee the marine and land operations work group. The Team Leader's duties consist primarily of planning, assigning and supervising the tasks of the team members. The Team Leader must be able to relay the tasks to be performed and report on the team's activities. * See note in Table A-1 of Appendix B-2.

v) Mechanic

The mechanic must hold a recognized diploma and/or knowledge and experience in general mechanical maintenance of pollution control equipment. The Mechanic must have the tools required to do the work (except specialized tools) and be able to work on a body of water. The mechanic must participate in maintenance periods at the request of the Departmental Representative.

vi) Navigator

The Navigator must operate work craft during emergency operations. The Navigator must have solid experience operating watercraft under 8 meters and must be very familiar with the effect of currents and tides on watercraft, fixed installations or any floating equipment. The Navigator must hold a valid Restricted Radio Operator's Certificate (ROC), a pleasure craft licence to operate watercraft under 8 meters and a valid First Aid certification from a 16-hour course. Certificates must be provided with the tender. Must be very familiar with the body of water and know how to use nautical charts, and be capable of directing marine operations and producing operations reports.

Asset in the final evaluation: The Contractor may have an employee or subcontractor navigator with a Small Vessel Operator Proficiency (SVOP) licence, accompanied by a Marine Emergency Duties Course (MED A1, A2 or A3), Radio Operator's Certificate (ROC) and valid 16-hour First Aid course. The subcontractor must meet all Transport Canada training and skills requirements for the operation of commercial vessels under 5 tonnes, other than passenger vessels, and must possess all necessary certificates. Certificates must be provided with the tender.

vii) General Labourer

A General Labourer is a generalist trained to operate pollution control equipment. The General Labourer must be able to direct small groups of workers during responses. He must be familiar with clean-up procedures and be able to produce operations reports.

viii) The Contractor shall guarantee to the Department that the composition of the team will not change for the term of the Agreement, except in circumstances beyond the Contractor's control (disability and/or resignation). In this case, the Departmental Representative will be immediately informed. The names of the team members will be listed in Table C-1 of Appendix B-4, and must be updated annually on the anniversary date of the Agreement.

ix) The Contractor shall ensure that at least three (3) team members (identified in Table C-1 of Appendix B-4) hold a valid Class 1 driver's licence, have taken appropriate hazardous materials transportation training and hold a valid training certificate pertaining thereto.

x) The composition of the team and the roles determined by the titles used above in no way restrict the assignment of each of the team members to other tasks for which they are qualified. The Departmental Representative will determine the nature of the work of each person if the tasks to be performed were to differ from those implied by the title given to each team member.



xi) Whenever possible, the Contractor's equipment operator should not be a member of the team; otherwise this person could be replaced at the request of the Departmental Representative in order to maximize the cost-effectiveness of the team's activities.

xii) The team shall participate in training sessions offered by the Department in accordance with the clauses set out in the "Training" section of these Specifications.

A.10 Logistical support

Logistical support personnel will assist the Departmental Representative in acquiring goods and services for an emergency response, and must have a good sense of organization and prioritization. Such an individual must reside in the region where the Contractor's service is delivered, hold a valid driver's licence and be very familiar with an operational setting. The Contractor shall not use this person's services to meet its own logistical needs.

A.11 Clothing

i) The Contractor shall provide its employees safe clothing as prescribed by the Canada Labour Code and by the regulations of the Quebec Workers' Compensation Commission (CSST), and assume the costs thereof.

ii) Any additional clothing required by the Departmental Representative owing to an exceptional situation or a need for additional personnel, will be supplied by the Contractor and reimbursed by the Department. Reimbursement will be made based on a cost deemed fair and reasonable by the Departmental Representative, who may require that all reimbursed clothing be returned to him.

iii) During or following an emergency response, the Department will reimburse the cost of any clothing that needs to be replaced because it is soiled. The Departmental Representative may require that all replaced clothing be returned to him.

A.12 Contractor's Vehicles and Transportation

A.12.1 Vehicles

The Standing Offer Holder shall be equipped (or demonstrate to the Department that it has a written agreement with a firm for the full term of the Agreement) with a vacuum truck certified for the transportation of residual hazardous materials, two pick-up trucks and two trucks capable of towing 7,500 kg (20,090 lbs.) trailers with an overall length of 12.2 m (40') and width of 3.05 m (10'). The towing installation shall have sufficient capacity to tow the maximum load and shall have a sleeve to which a hook hitch and a ball hitch 5.08 cm (2") and 5.87 cm (2 5/16") in diameter can be connected. The trucks shall also be equipped with a special electrical outlet (the diagram of which is represented in Appendix G) to supply power to the trailers' marker lights and braking system. The electrical outlet as well as the adapter sets for electric brakes will be supplied by the Department, which will reimburse the Contractor for their installation, if not already installed. No administrative expenses can be claimed for these costs.

A12.2 Transportation

i) The Contractor shall hold or obtain, at its expense, the following permits:

- A Class 1 special travel permit.

ii) As regards the transportation of miscellaneous equipment, the Contractor shall choose the method least costly to the Department depending on the weight of the equipment and distance to be travelled.



- iii) The Contractor shall supply a list demonstrating the availability upon request of at least one other qualified carrier.
- iv) The Contractor shall also be able to enter into arrangements to guarantee the transport of Department equipment anywhere, at the request of the Departmental Representative.

A.13 Disposal of Waste

- i) The Contractor shall guarantee that the rates for the disposal of waste are based on volume and level of contamination. The rates shall include transportation and handling, and be based on the rates of the transfer or disposal centre. The Department agrees to reimburse the Contractor for expenses incurred plus applicable subcontracting administrative expenses as described in Table A-2 of Appendix A, upon submission of analysis reports, invoices, the record of weights and the disposal certificate from the disposal centre. If the waste transferred to the disposal centre has a residual market value, the Contractor shall credit this market value back to the Department.
- ii) The Contractor shall hold all permits necessary for the handling, storage and transportation of hazardous material, residual hazardous material, hazardous waste and contaminated soil, in accordance with the provincial regulations in force, or demonstrate to the Department that it has a written agreement with a firm that meets these requirements, for the full term of this Agreement.

A.14 Training

- i) The Contractor shall, upon two-weeks' notice, make available all members of the team to participate in training sessions given by the Department.
- ii) The duration of annual training/drills may be as long as a maximum of one week in the first year, and one week in subsequent years. This period may be scheduled anytime on the calendar on agreement with the Contractor, and may even be divided into parts (theory and practical) and will not necessarily take place on business days.
- iii) In addition to these periods, practical drills may be scheduled annually at the discretion of the Department in order to improve the Contractor's preparedness.

A.15 Maintenance

- i) On the effective date of this Agreement, the Contractor may be tasked with maintaining all or part of the equipment stored in its territory, at the request and under the supervision of the Departmental Representative. Some periods of the year will be identified "ad hoc," and a reasonable period of time will be granted between the choice of these periods, and the exact duration of the maintenance period will depend on the number and type of equipment present.
- ii) The wages of the Contractor's team members during equipment maintenance hours will be the team rates described in Table A-1 of Appendix B-2. However, the cost of meals and transportation of team members during these maintenance periods will be the Contractor's responsibility. When the Departmental Representative considers it reasonable, he may authorize compensation of the Contractor; the applicable hourly rates will be those described in Table A-1 of Appendix B-2 in the column "With pick-up truck" and will serve as compensation.
- iii) The Contractor may, depending on the situation, proceed with the cleaning, storing and repair of Department equipment, be tasked with supplying the necessary parts and proceeding to replace them according to requirements and at the request of the Departmental Representative. Spare parts supplied by the Contractor will be reimbursed by the Department upon presentation of invoices and in accordance with the provisions of this Agreement; the percentage of administrative expenses being the one applicable to subcontracting, as described in Table A-2 of Appendix A.



- iv) The Contractor shall perform maintenance on the Department's equipment according to the specifications of the Department and manufacturer, and may have to complete miscellaneous maintenance records.
- v) At his discretion, only the Departmental Representative will be entitled to add or withdraw from service any piece of inventory while this Agreement is in effect and for any potential extension thereof. The Contractor will then be notified and the inventory list will be amended accordingly.
- vi) If, owing to its own negligence, the Contractor loses or damages equipment and/or material that is the property of the Department, it shall replace or repair these parts at its own expense and to the satisfaction of the Departmental Representative. If the Contractor does not meet these requirements, the monies required to acquire, replace and repair missing or damaged items will be deducted from the monies owed to the Contractor under the Agreement or will be claimed therefrom. The Department will assume the costs of damages attributable to normal wear and tear or any other reason deemed to be beyond the Contractor's control.



**APPENDIX A-1
DISTRIBUTION OF TERRITORIES BASED ON STANDING OFFERS
FOR OIL SPILLS**

Montreal	Western limit	The entire river area east of the Beauharnois locks.
	Eastern limit	The entire area west of latitude 45° 46' at Verchères.
Sorel	Western limit	The area east of latitude 45° 46' at Verchères.
	Eastern limit	The area west of the Trois-Rivières bridge, including the north and south shores. The Richelieu River up to Lake Champlain and Lake Champlain to the border.
Trois-Rivières	Western limit	The entire area east of the Trois-Rivières bridge.
	Eastern limit	The entire river area west of latitude 46° 35' at Grondines, including the north and south shores.
Québec City	Western limit	The entire area east of latitude 46° 35' at Grondines, including the north and south shores.
	Eastern limit	The entire area west of latitude 47° 50' at Rivière-du-Loup, including the north and south shores.
Saguenay	Western limit	The area east of latitude 47° 50' at St. Siméon, to the middle of the river, as well as the Saguenay River and Lake St. Jean.
	Eastern limit	The area west of latitude 48° 15' in the middle of the tideland at Théophile at Grande-Bergeronnes.
Rimouski / Ste-Flavie	Western limit	The area east of latitude 47° 50' at Rivière-du-Loup.
	Eastern limit	The area west of the mouth of the Petite Rivière Sainte-Anne at Ste-Anne-des-Monts.
	Northern limit	The middle of the river.
Baie-Comeau	Western limit	The area east of latitude 48° 15', i.e. Grandes-Bergeronnes.
	Eastern limit	The area west of Port Cartier. N.B. the Port Cartier port is excluded.
	Southern limit	The middle of the river.
Sept-Îles	Western limit	The area east of Port Cartier. N.B. Port Cartier included.
	Eastern limit	The area west of the end of the 138 (formerly Havre-St-Pierre).
	Anticosti Island	The area west of the Eastern limit (same longitude), and south to the South-West point.
	Southern limit	Imaginary line running through the middle of the river to the South-West point of Anticosti Island.
	Lower North Shore	May be called to respond.
Gaspé	Western limit	The area east of Petite Rivière Sainte-Anne at Ste-Anne-des-Monts and the entire coast of the Gaspésie Peninsula up to the mouth of the Matapédia River.
	Anticosti Island	The southern part of Anticosti Island, from the South-West point to Heath Point.
Magdalen Islands	Territorial limit	The entire territory of the Magdalen Islands and five miles around the islands.



Annex “B”

EVALUATION CRITERIA/STANDING OFFER HOLDER SELECTION METHOD

B.1 MANDATORY TECHNICAL CRITERIA

The Mandatory Technical Criteria listed below will be evaluated on a simple PASS/FAIL (i.e. responsive/non-responsive (compliant/non-compliant)) basis. Offers which fail to meet any of the Mandatory Technical Criteria will be deemed non-responsive and given no further consideration.

When addressing Mandatory Technical Criteria in the Bid, they are to be referenced as M1, M2, etc.

M#	Mandatory Technical Criteria (M)	Offer Page Number
M1	Have and keep a place of business in the established territory.	
M2	One of the employees must hold a Navigator (Small Vessel Operator Proficiency (SVOP)/Marine Emergency Duties (MED), etc.) with supporting certificates	
M3	Provide a 24/7 emergency telephone response line. Please indicate hereinafter the phone number for this service:	

B.2 POINT RATED CRITERIA

The Point Rated Criteria contained herein will be used by DFO to evaluate Offers that have met all of the Mandatory Technical Criteria. Offerors are advised to address these requirements in the following order and in sufficient depth in their proposals to enable a thorough assessment. DFO’s assessment will be based solely on the information contained within the Offer.

Offers will be evaluated under the Point Rated Criteria in the order the stated criteria appear below. If an Offer is assessed as failing to meet the required minimum points of a Point Rated Criteria, at any stage of the technical evaluation, the Offer will immediately be declared non-responsive and will be given no further evaluation.

Only those Offers which are compliant with all of the Mandatory Technical Criteria and then achieve (or exceed) the stated minimum points applicable to EACH Point Rated Criteria will be considered further for Standing Offer award.

When addressing Point Rated Criteria in the Offer, they are to be referenced as R1, R2, etc.

R#	Point Rated Criteria (R)	Maximum Score	Minimum Acceptable Score	Bid Page Number
R1		XX	XX	
R2		XX	XX	
R3	Etc.	XX	XX	
	TOTAL POINTS AND MINIMUM SCORE REQUIRED	XXX	XXX	



B.3 STANDING OFFER HOLDER SELECTION METHOD

Lowest Price Per Point of Responsive (Valid/Compliant) Offers

Subsequent to being responsive/compliant with the required Evaluation Criteria contained herein, the successful Offeror (to be recommended for standing offer award) will be selected on the basis of the assessed BEST VALUE to the Crown taking into account technical and cost factors. Best value to the Crown will be determined on the basis of the **LOWEST PRICE PER POINT of VALID OFFERS, calculated by DIVIDING THE PRICE OF THE OFFER BY THE TOTAL TECHNICAL POINTS SCORE ACHIEVED.**

The price will be determined by the total of the daily rates of the team members and administrative staff for the first year.



Annex “C”

FINANCIAL OFFER (Basis of Payment)

- C.1** No payment shall be made for costs incurred by the Offeror in the preparation and submission of an offer in response to this RFSO and no costs are to be incurred by the Offeror before receipt of a signed call-up to a standing offer.
- C.2 PRICING FORMAT: Offerors MUST provide a FIRM ALL INCLUSIVE PRICES in Canadian Funds, Goods and Services Tax (GST) EXCLUDED:**

TABLE C-1 TEAM RATES

Hourly rate of team members and support staff.

	1 st year		2 nd year		3 rd year	
	With pick-up truck	Without pick-up truck	With pick-up truck	Without pick-up truck	With pick-up truck	Without pick-up truck
Observer*		*		*		*
General Foreman						
Team Leader**						
Mechanic						
Navigator***						
General Labourer						
Logistical Support						

* Pick-up truck always included in the hourly rate.
 ** A Team Leader will be present only if there is more than one team; otherwise the General Foreman will perform these duties.
 *** The Navigator may be a member of the team or a subcontractor with the required training. See subsection 3.1 of the Technical Specifications.

TABLE C-2 RATES FOR CONTRACTOR’S EQUIPMENT

Rate for a vacuum truck 1 with driver/operator.

Pumping capacity (minimum 750 CFM) _____
Tank volume (Minimum 1,200 gallons) _____

1st YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					



2nd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

3rd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

Optional YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

TABLE C-3

Rate for a vacuum truck 2 with driver/operator.

Pumping capacity (minimum 750 CFM) _____

Tank volume Minimum 1,200 gallons) _____

1st YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

2nd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

3rd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					



Optional YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

TABLE C-4

Rates for transport truck 1 with driver.

(**Transport truck 1**) able to tow a 7,500 kg (20,090 lbs.) trailer of an overall length of 12.2 meters (40') and width of 3.05 meters (10'). The towing installation shall have sufficient capacity to tow the maximum load and **shall have a sleeve to which a hook hitch and a ball hitch 5.08 cm (2'') and 5.87 cm (2 5/16'') in diameter can be connected.** The trucks shall also be equipped with a special electrical outlet (the diagram of which is represented in Appendix G) to supply power to the trailers' marker lights and braking system.

1st YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

2nd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

3rd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

Optional YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					



TABLE C-5

Rates for a transport truck 2 with driver.

(Transport truck 2) able to tow a 7,500 kg (20,090 lbs.) trailer with an overall length of 12.2 meters (40') and width of 3.05 meters (10'). The towing installation shall have sufficient capacity to tow the maximum load and shall have a sleeve to which a hook hitch and a ball hitch 5.08 cm (2'') and 5.87 cm (2 5/16'') in diameter can be connected. The trucks shall also be equipped with a special electrical outlet (the diagram of which is represented in Appendix G) to supply power to the trailers' marker lights and braking system.

1st YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

2nd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

3rd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

Optional YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

TABLE C-6

Rates for a pick-up truck 1 with driver.

1st YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					



2nd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

3rd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

Optional YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

TABLE C-7

Rates for a pick-up truck 2 with driver.

1st YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

2nd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

3rd YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					

Optional YEAR	Km	Time	4 hours	Day	Week
In use					
As transportation					



TABLE C-8

Rates for hazardous waste containers – handling.

Handling (delivery or pickup)	Day	Week	Month

C.3 LIMITATION OF EXPENDITURE STANDING OFFER CLAUSE

DFO's total liability under this Standing Offer shall not exceed (to be stated in the standing offer), Goods and Services Tax extra.

No increase in the total liability of DFO or in the price of the Work resulting from any design changes, modifications or interpretations of specifications, made by the Standing Offer Holder, will be authorized or paid to the Standing Offer Holder unless such changes, modifications or interpretations, have been approved, in writing, by the Standing Offer Authority, prior to their incorporation into the Work. The Standing Offer Holder shall not be obliged to perform any work or provide any service that would cause the total liability of DFO to be exceeded without the prior written approval of the Standing Offer Authority. The Standing Offer Holder shall notify the Standing Offer Authority in writing as to the adequacy of this sum when:

- a) it is 75 percent committed, or
- b) four (4) months prior to the Standing offer expiry date, or
- c) if the Standing Offer Holder considers that the funds provided are inadequate for the completion of the Work;

whichever comes first.

In the event that the notification refers to inadequate funds, the Standing Offer Holder shall provide to the Standing Offer Authority, in writing, an estimate for the additional funds required. Provision of such notification and estimate for the additional funds does not increase DFO's liability.

C.4 PRICE CERTIFICATION

The Standing Offer Holder certifies that the rate(s)/price(s) quoted are not in excess of the lowest rate(s)/price(s) charged anyone else, including the Standing Offer Holder's most favoured customer, for like quality and quantity of the service, does not include an element of profit on the sale in excess of that normally obtained by the Standing Offer Holder on the sale of services of like quality and quantity and does not include any provision for discounts to selling agents.



Annex “D”

OFFEROR CERTIFICATIONS (COMPLETE/SIGN/DATE AND INCLUDE WITH TECHNICAL BID)

D.1 CERTIFICATION OF EDUCATION/EXPERIENCE

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that the individuals proposed by the Bidder for the requirement are capable of satisfactorily performing the Work described in the Standing offer.

Signature of Authorized Company Official

Date

D.2 STATUS AND AVAILABILITY OF RESOURCES

The Bidder certifies that, should it be authorized to provide services under any contract resulting from this solicitation, the persons proposed in its bid shall be available to commence performance of the Work as required by the Project Authority and at the time specified herein or agreed to with the Project Authority.

If the Bidder has proposed any person in fulfilment of this requirement who is not an employee of the Bidder, the Bidder hereby certifies that it has the written permission from such person to propose the services of such person in relation to the Work to be performed in fulfilment of this requirement and to submit such person’s résumé to the Contracting Authority.

During the proposal evaluation, the Bidder MUST, upon the request of the Contracting Authority, provide a copy of the certification by the non-employees proposed confirming permission and availability. The Bidder agrees that failure to comply with such a request may lead to disqualification of the Bidder’s proposal from further consideration.

Signature of Authorized Company Official

Date



D.3 WORKFORCE REDUCTION PROGRAMS

As a result of the recent implementation of various programs to reduce the Public Service, Offerors must provide information regarding their status as **former public servants in receipt of either a lump sum payment or a pension, or both**, pursuant to the terms of the Early Departure Incentive (EDI) Program, the Early Retirement Incentive (ERI) Program, the Forces Reduction Program, the Executive Employment Transition Program and any other current and future similar programs implemented by Treasury Board. Therefore, Offerors must make available the following details:

- (a) date and amount of lump sum payment incentive;
- (b) terms and conditions of the lump sum payment incentive (including termination date);
- (c) rate of pay on which the lump sum payment was based;
- (d) whether or not the \$5,000 exemption has been reached.

In the event that a Contract is issued to a former public servant during the period covered by the lump sum payment, the Contract fee must be abated (reduced) by an amount corresponding to the number of weeks remaining in the Contractor's lump sum payment period after the beginning of the Contract. This reduction is subject to an exemption of a maximum of \$5,000 (including Goods and Services Tax or Harmonized Sales Tax, as appropriate) applicable to one or more Contracts during the period covered by the lump sum payment. For the purposes of this solicitation, a former public servant is defined as:

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

Workforce Adjustment Details

Offerors shall indicate their status by **CIRCLING the applicable statement A or B below AND BY SIGNING AND DATING** the certification below. Offers that are subject to the Work Force Reduction Program (s) shall also include the specified details. Failure to indicate the status and sign this certification will be considered as having not met this requirement and will render the Bid non-compliant.

A This Bid (**is not**) subject to the Work Force Reduction Program(s).

B This Bid (**is**) subject to the Work Force Reduction Program(s).

Name of Contractor: _____
 Terms and Conditions of the Lump Sum Payment Incentive – copy attached: _____
 Date of Termination of Employment as a Public Servant: _____
 Amount of Lump Sum Payment: \$ _____
 Rate of Pay on which Lump Sum Payment is based: \$ _____ /Week
 Period of Lump Sum Payment:
 Start Date: _____ Completion Date: _____ Weeks: _____

Other contractual agreements subject to Work Force Reduction Program Restrictions:

Contract Number	Contract Amount (Professional Fees)
1.	\$
2.	\$
Total Dollars	\$

(Signature)

(Date)



D.4 FEDERAL CONTRACTORS PROGRAM CERTIFICATION

Bidder Certification for Requirements \$200,000.00 and Over

1. The Federal Contractors Program for Employment Equity (FCP-EE) requires that some organizations bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity as a condition precedent to the contract award. If the bidder is subject to the Program, evidence of its commitment must be provided prior to the award of any contract.

Contractors that have been declared Ineligible Contractors by Human Resources and Social Development Canada are no longer eligible to receive government contracts over the threshold for solicitation of Offers as set out in the Government Contract Regulations (currently at \$25,000, including all applicable taxes), either as a result of a finding of non-compliance by HRSDC or following their voluntary withdrawal from the Program for a reason other than the reduction in their workforce. Any bid from ineligible contractors will not be considered for award.

2. The Bidder certifies its status with FCP-EE, as follows:

The Bidder:

- a) **is not subject to FCP-EE**, having a workforce of less than 100 permanent full or part-time employees in Canada;
- b) **is not subject to FCP-EE**, being a regulated employer under the Employment Equity Act;
- c) **is subject to the requirements of FCP-EE**, having a workforce of 100 or more permanent full or part-time employees 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 provided herewith (attached)**;
- d) **is subject to FCP-EE**, and has a valid certification number as follows: _____ (e.g. has not been declared ineligible Contractor by HRSDC.

3. If the Bidder does not fall within the exceptions enumerated in **2 (a) or (b)**, the Program requirements do apply, and, as such, the Bidder is required to submit HRSDC form LAB 1168 Certificate of Commitment to Implement Employment Equity, DULY SIGNED or a valid Certificate number confirming its adherence to the FCP-EE.

4. The Bidder acknowledges that the President shall rely on this certification to award the Contract. Should a verification by the President disclose a misrepresentation on the part of the Bidder, the President shall have the right to treat any contract resulting from this bid as being in default, and to terminate it pursuant to the Default provisions of the Contract.

5. In all cases, the Bidder is required to produce evidence or supporting information on demand prior to contract award, if such evidence is not included with its bid.

Signature of Authorized Company Official

Date



Notes to Offerors:

The HRSDC site for information on the Federal Contractors Program is:

www.hrsdc.gc.ca