



**RETURN OFFERS TO:  
RETOURNER LES OFFRES À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, New Brunswick | Nouveau-Brunswick E3C 2M6

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

**REQUEST FOR STANDING OFFER**

**DEMANDE D'OFFRES À  
COMMANDES**

Offer to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Offre aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Regulatory training requirements for sea-going personnel in the Ontario Region – Training on confined space entry and rescue		<b>Date</b> July 21, 2016
<b>Solicitation No. – N° de l'invitation</b> F5211-150591-3		
<b>Client Reference No. - No. de référence du client</b> F3059-15SD021		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 14:00 ADT (Atlantic Daylight Time) HAA (heure avancée de l'Atlantique) <b>On / le :</b> August 29, 2016		
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b>  Nancy Paquette A/Senior Contracting Officer Fisheries and Oceans Canada <b>Telephone No. – No. de téléphone</b> 506-452-3494		

<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION.....	4
1.1 INTRODUCTION.....	4
1.2 SUMMARY.....	4
1.3 SECURITY REQUIREMENTS.....	5
1.4 DEBRIEFINGS.....	5
PART 2 - OFFEROR INSTRUCTIONS.....	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS.....	6
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	6
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	8
3.1. OFFER PREPARATION INSTRUCTIONS.....	8
ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE.....	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	12
4.1 EVALUATION PROCEDURES.....	12
4.2 BASIS OF SELECTION.....	12
ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA.....	13
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	15
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	17
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS.....	20
6.1 SECURITY REQUIREMENTS.....	20
6.2 INSURANCE REQUIREMENTS.....	20
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....	21
A. STANDING OFFER.....	21
7.1 OFFER.....	21
7.2 SECURITY REQUIREMENTS.....	21
7.3 STANDARD CLAUSES AND CONDITIONS.....	21
7.4 TERM OF STANDING OFFER.....	22
7.5. AUTHORITIES.....	22
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	23
7.7 IDENTIFIED USERS.....	23
7.8 CALL-UP PROCEDURES.....	23
7.9 CALL-UP INSTRUMENT.....	24
7.10 LIMITATION OF CALL-UPS.....	24
7.11 FINANCIAL LIMITATION.....	24
7.12 PRIORITY OF DOCUMENTS.....	24
7.13 CERTIFICATIONS.....	24
7.14 APPLICABLE LAWS.....	25
7.15 INSURANCE – SPECIFIC REQUIREMENTS.....	25
7.16 SACC MANUAL CLAUSES.....	26
B. RESULTING CONTRACT CLAUSES.....	27
7.1 STATEMENT OF WORK.....	27
7.2 STANDARD CLAUSES AND CONDITIONS.....	27

7.3	TERM OF CONTRACT .....	27
7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	27
7.5	PAYMENT .....	27
7.6	INVOICING INSTRUCTIONS.....	28
	ANNEX "A" STATEMENT OF WORK.....	29
	ANNEX "B" - BASIS OF PAYMENT .....	33
	ANNEX "C"SECURITY REQUIREMENTS CHECK LIST.....	35
	ANNEX "D" INSURANCE REQUIREMENTS .....	39
	ANNEX "E" – STANDING OFFER REPORTING.....	41

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

CCG's current and immediate need is to obtain the services of private companies that can provide fall protection training adapted to the environment on board vessels.

This offer is the provision of all labor, materials, tools and equipment needed to provide training in the protection against falls for sea-going personnel in the province of Quebec.

Work will be completed on an "as and when" required basis covering the 2 years period from offer award with two (2) additional options to extend the offer period by one year each.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), Canada's Free Trade Agreements with Chile, Columbia, Panama and Peru, and the Agreement on Internal Trade (AIT).

### **1.3 Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **1.4 Debriefings**

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Section 01 – Integrity Provisions – Offer of 2006 referenced above is amended as follows:

Delete section 01 in its entirety.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **SEVEN (7)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 2.4 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 **Ontario**.

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

**Section I: Technical Offer** (one (1) hard copy or one (1) soft copy in PDF format)

**Section II: Financial Offer** (one (1) hard copy or one (1) soft copy in PDF format)

**Section III: Certifications** (one (1) hard copy or one (1) soft copy in PDF format)

**Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)**

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Offerors shall duly complete and **SIGN** the first page of their Request For Standing Offer document, or upon request from the Contracting Authority.

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Attachment 1 or Part 3 – Pricing Schedule. The total amount of Applicable Taxes must be shown separately.



### 3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

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

The following credit card(s) are accepted:  
Master Card \_\_\_\_\_

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

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

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

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

## Section III: Certifications

Offerors must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE**

1. The bidder will be paid based on the following methods for work performed under this standing offer contract and subsequent contracts, if applicable.
  - a. All deliverables are FOB destination, with customs duties included and GST or HST not included.

2. Pricing

The firm prices per course requested in the bid and the acceptance of certain types of services must be the total cost to perform the work, including but not limited to:

- i. labour, including supervision and third party liability insurance coverage
- ii. travel time
- iii. transportation and vehicle costs
- iv. tools and equipment
- v. overhead and profits
- vi. instruction manuals
- vii. all other costs related to providing the service

**NOTE:** *in the event of an error in price calculations, the unit price will be used. Canada may enter into an agreement without negotiation.*

**A. Firm all-inclusive price for contract periods in the Ontario Region**

TABLE 1: First two years of contract – From the date the contract is awarded until October 31, 2018						
Description Training on confined space entry and rescue	Location	Estimated number of courses*	Price unit	Firm all- inclusive price (B)	Calculated price (C=A*B)	
Ontario	Burlington	4	Per course	\$ _____	\$ _____	
	Sarnia	6	Per course	\$ _____	\$ _____	
	Windsor	2	Per course	\$ _____	\$ _____	
	Prescott	6	Per course	\$ _____	\$ _____	
	Parry Sound	3	Per course	\$ _____	\$ _____	
	Subtotal					\$ _____
	Tax: _____ % GST _____ % HST					\$ _____

<b>TABLE 2: First optional year of contract – From November 1, 2018, to October 31, 2019</b>						
<b>Description</b> Training on confined space entry and rescue	<b>Location</b>	<b>Estimated number of courses*</b>	<b>Price unit</b>	<b>Firm all-inclusive price (B)</b>	<b>Calculated price (C=A*B)</b>	
Ontario	Burlington	2	Per course	\$ _____	\$ _____	
	Sarnia	3	Per course	\$ _____	\$ _____	
	Windsor	1	Per course	\$ _____	\$ _____	
	Prescott	3	Per course	\$ _____	\$ _____	
	Parry Sound	1	Per course	\$ _____	\$ _____	
	Subtotal					\$ _____
	Tax: _____ % GST _____ % HST					\$ _____

<b>TABLE 3: Second optional year of contract – From November 1, 2019, to October 31, 2020</b>						
<b>Description</b> Training on confined space entry and rescue	<b>Location</b>	<b>Estimated number of courses*</b>	<b>Price unit</b>	<b>Firm all-inclusive price (B)</b>	<b>Calculated price (C=A*B)</b>	
Ontario	Burlington	2	Per course	\$ _____	\$ _____	
	Sarnia	3	Per course	\$ _____	\$ _____	
	Windsor	1	Per course	\$ _____	\$ _____	
	Prescott	3	Per course	\$ _____	\$ _____	
	Parry Sound	1	Per course	\$ _____	\$ _____	
	Subtotal					\$ _____
	Tax: _____ % GST _____ % HST					\$ _____

\* The inclusion of volumetrics in this document does not constitute a commitment by Canada to comply with these data in the future use of the services described in the call for proposals. The estimates are for assessment purposes only.

<b>EVALUATED PRICE</b>	
Subtotal for the initial contract period	\$ _____
Subtotal for the first optional period	\$ _____
Subtotal for the second optional period	\$ _____
<b>Total evaluated price</b>	<b>\$ _____</b>

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
  
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Please see Attachment 1 to Part 4 for details.

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [M0220T](#) (2016-01-28) Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

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

**ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA**

**MANDATORY CRITERIA**

Bids will be evaluated based on the mandatory evaluation criteria described in this document. Bidders must clearly demonstrate that they meet all the mandatory requirements for their bid to be selected for further evaluation. Bids that fail to meet the mandatory criteria will not be retained.

**Bidders must attach the table below to their bid, indicating that it meets the mandatory criteria and providing the page number and section of the bid where the relevant information on how it meets each criterion can be found.**

No.	Mandatory criteria	Meet / Doesn't meet criteria	Bid page no.
<b>The bidder:</b>			
<b>M1</b>	The bidder <b>MUST</b> have one or more instructors with a minimum of five (5) years' experience teaching an instructional program on fall protection in compliance with federal regulations and provide the name and résumé of each instructor.		
<b>M2</b>	The bidder must demonstrate that the proposed resource is in compliance with the advanced level described in the table of English language competencies on the following page.		
<b>M3</b>	The bidder must provide a copy of the syllabus and ensure that it includes all items listed in Section A of Schedule A-1 of the Statement of Work (SOW).		
<b>M4</b>	The bidder must demonstrate its ability to provide an instructor at the designated locations on short notice. Prior notice may sometimes be less than 48 hours.		

<b>Language Competencies</b>			
	<b>Oral</b>	<b>Comprehension</b>	<b>Written</b>
<b>Basic</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>ask and answer simple questions;</li> <li>give simple instructions; and</li> <li>give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>fully understand very simple texts;</li> <li>grasp the main idea of texts about familiar topics; and</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
<b>Intermediate</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>sustain a conversation on concrete topics; report on actions taken;</li> <li>give straightforward instructions to employees; and</li> <li>provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and</li> <li>distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>
<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>support opinions; and understand and express hypothetical and conditional ideas</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>understand most complex details, inferences and fine points of meaning; and</li> <li>have a good comprehension of specialized or less familiar material.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write texts where ideas are developed and presented in a coherent manner.</li> </ul>

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

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

#### 5.1.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation](#)

Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

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

As per the above definitions, is the Offeror a FPS in receipt of a pension?

**YES** ( )                      **NO** ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**YES** ( )                      **NO** ( )

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

### 5.2.1 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### 5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.2.1 Status and Availability of Resources

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 5.2.2.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### 5.2.2.3 Offeror's Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

### 5.2.2.4 Supplementary Offeror Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Offeror hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Offeror:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

\_\_\_\_\_

- b) The status of the offeror (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

- c) For individuals and unincorporated businesses, the offeror's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

\_\_\_\_\_

- d) For corporations, the 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:

\_\_\_\_\_

**The following certification signed by the contractor or an authorized officer:**

"I certify that I have examined the information provided above and that it is correct and complete"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name of Signatory

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. At the Request for Standing Offers closing date, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicate in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **6.2 Insurance Requirements**

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

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

7.2.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

7.2.1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

7.2.1.3 The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.

7.2.1.4 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.

7.2.1.5 The Contractor/Offeror must comply with the provisions of the:

- a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- b) *Industrial Security Manual* (Latest Edition).

7.2.1.6 In order for the Department to confirm that your company and all individuals proposed to perform work under this contract meet the required Security Status, you must complete the Personnel Identification Form (Confirmation of Security Status) attached to the original solicitation as Appendix "C-1", providing the name of your company and the full names of individuals and dates of birth of all individuals who will be providing the services.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 7.3.2 Standing Offers Reporting

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

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

The data must be submitted on a **semi-annual** to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- Report one period: November 1 to April 30;
- Report two period: May 1 to October 31;

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 1<sup>st</sup>, 2016 to October 31, 2018, with two (2) options to extend the Standing Offer, each for an additional one year period.

#### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2) one (1) year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **fifteen (15)** days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 7.5. Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nancy Paquette  
Title: A/Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel Management and Procurement Services  
Address: 301 Bishop Drive, Fredericton, New Brunswick, E3C 2M6  
Telephone: 506-452-3494  
E-mail address: [DFOtenders-soumissionsMPO@DFO-MPO.GC.CA](mailto:DFOtenders-soumissionsMPO@DFO-MPO.GC.CA)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Technical Authority

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

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

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada.

### 7.8 Call-up Procedures

7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

7.8.1.1 The Technical Authority will provide the Offeror with the following information:

- i. the description of the services required and the location coordinates;
- ii. the schedule deemed acceptable by the identified User, if applicable.

7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B"

7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.

7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a Purchase Order Form.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer processed by the Technical Authority must not exceed **\$ 25,000.00 (Applicable taxes included)**.

Individual call-ups against the Standing Offer exceeding \$ 25,000.00 (Applicable taxes included) will be processed by the Standing Offer Authority up to the financial limitation.

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ 300,000.00 (Applicable Taxes excluded)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity) ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) Annex E, Standing Offers Reporting;
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 7.13 Certifications

### 7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.



### **7.13.2 Status and Availability of Resources**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

### **7.13.3 Licensing**

The Offeror 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 Offeror is responsible for any charges imposed by such legislation or regulations. Upon request, the Offeror must provide a copy of any such permit, license or certificate to Canada.

### **7.13.4 Trade Qualifications**

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

### **7.14 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 **Quebec**.

### **7.15 Insurance – Specific Requirements**

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.

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. 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.

**7.16 SACC Manual Clauses**

<i>SACC Manual</i> clause	<u><a href="#">A0285C</a></u> (2007-05-25)	Workers Compensation
<i>SACC Manual</i> clause	<u><a href="#">A9068C</a></u> (2010-01-11)	Government Site Regulations
<i>SACC Manual</i> clause	<u><a href="#">B6802C</a></u> (2007-11-30)	Government Property

## B. RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

[2010C](#) (2015-09-03) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 - Interest on Overdue Accounts, of [2010C](#) (2015-09-03), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

Section 27 – Integrity Provisions – Contract of [2010C](#) (2015-09-03) referenced above is amended as follows:

Delete section 27 in its entirety.

### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

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

### 7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

### 7.5 Payment

#### 7.5.1 Basis of Payment

7.5.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Appendix #B for a cost of \$ \_\_\_\_\_ (*insert the mount at contract award*). Customs duties are included and Applicable Taxes are extra.

7.5.1.2 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.

### 7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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 performed has been accepted by Canada.

### 7.5.4 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

### 7.6 Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Invoices cannot be submitted until all work identified in the invoice has been completed and that all maintenance service call reports related to the Work identified in the invoice have been received by the Technical Authority.
- (c) The Contractor must provide the original of each invoice to the Technical Authority and a copy must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA](mailto:DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA)

## ANNEX "A" STATEMENT OF WORK

### Statement of regulatory training requirements for sea-going personnel in the Ontario Region – Training on confined space entry and rescue

#### 1.0 Scope

The Marine Group is the branch responsible for the daily management of personnel deployment to vessels. The Fleet technical safety training officer reports directly to the Marine Superintendent and is responsible for maintaining and providing regulatory training for work at heights.

#### 1.1 Purpose

The purpose of this statement of operational needs is to obtain external companies able to support training programs within the Canadian Coast Guard (CCG) on confined space entry and rescue by providing clients (vessels) with standardized solutions when the main training officer is not available to provide the usual regulatory courses. Concretely, these solutions will mean hiring private companies to train sea-going personnel throughout the Central Region. For the purposes of this statement, the area covered is the province of Ontario. This standing offer will have a minimum duration of two years with the possibility of an extension for two optional years.

#### 1.2 Background

CCG's current and immediate need is to obtain the services of private companies that can provide confined space entry and rescue training adapted to the environment on board vessels. The organization's objectives are to be able to train its staff in compliance with the applicable regulations and to have a safe minimum of trained staff. CCG's main mandate is the safety of waterways. To fully carry out its mandate, CCG must have staff qualified to perform various maintenance duties and other tasks on board vessels, which involves work at heights.

#### 1.3 Terminology

FD: Fleet Directorate  
CS: Confined space  
CCG: Canadian Coast Guard  
MG: Marine Group

#### 2.0 References

- Canada Labour Code, Part II, *Occupational Health and Safety*, **Section 125**
- Canada Occupational Health and Safety Regulations, Part XI: Confined Spaces
- Maritime Occupational Health and Safety Regulations, Part XIV: Confined Spaces
- CSA Z1006-10 standard, Management of work in confined spaces (References)
- Fleet Safety and Security Manual, 7.B.3.1, 1a, 2, 3, 4.
- Transport Canada, Marine Safety, Marine Safety Publications, *TP 3177E: Standard for the Control of Gas Hazards in Vessels to be Repaired or Altered (1984)*, 2010, Part I, Section 6, Definition, <http://www.tc.gc.ca/fra/securitemaritime/tp-tp3177-partie1-877.htm>
- Ship Safety Bulletins no. 10/1998 and no. 04/1994
- Canada Shipping Act, 2001, *Safe Working Practices Regulations (C.R.C., c. 1467)*

### **3.0 Needs**

#### **3.1 Scope of work**

The contractor/supplier must be able to provide training on confined space entry and rescue to vessels when required. This training must be given based on the availability of CCG ships. Close collaboration is required between the successful company and the Fleet technical safety training officer to monitor certifications and vessels. See Schedule A-1 for course specifications.

**3.1.1** One (1) course on confined space entry and rescue provided to a maximum of twelve (12) participants per site. The course is given over two (2) consecutive days.

**3.1.2** Participants will acquire both knowledge and skills through lectures, group discussions and individual and group practical exercises, and demonstrate their understanding of the subject matter through a written and practical test.

#### **3.2 Tasks**

The supplier must:

- Be able to provide training delivery in English in Ontario.
- Be able to travel with vessels (maximum three days) and provide training when operational conditions require.
- Comply with the safety guidelines outlined in the Fleet Safety Manual while on board.
- Provide the equipment required for confined space entry and rescue work for all participants for the duration of the course.
- Provide teaching materials and certification cards to all participants.
- Agree to provide training with content previously approved by the Fleet technical safety training officer.
- Agree to have a certified CCG instructor present to monitor the quality and content of the course given, for the first session only.
- Provide a course focusing on practical exercises and handling equipment.
- Provide a course where each session lasts a minimum of 12 hours.
- Provide training on federal legislation and the applicable marine standards (see references).
- Use the standard work/rescue equipment currently on board vessels.

#### **3.3 Deliverables and criteria for acceptance**

- Instruction manuals  
Provide instruction manuals and distribute them to participants.
- Certification card  
The contractor will provide participants who pass their confined space entry and rescue course with a certificate, to be sent to the Quebec or Sarnia Integrated Business Management Services (IBMS) training division office (address will be provided when the contract is awarded).

### **3.4 Requirements**

- Work equipment and learning material.
- Compliance with Procedure 7B3 in the Fleet Safety Manual.
- Access to facilities and vessels with preauthorization coordinated either by the Fleet technical safety training officer or the commanding officer of the vessel.
- Wear safety boots, hard hat and all required PPE.
- Provide training in all possible weather conditions.

### **3.5 Support provided by Canada**

On behalf of the Government of Canada, the Canadian Coast Guard agrees to provide, insofar as possible, access and facilities for the selected company to be able to provide training in an environment conducive to learning and in compliance with the provisions of the *Canada Labour Code*, Part II.

### **3.6 Locations**

The boarding and landing locations are as follows:

Ontario: Burlington, Sarnia, Windsor, Prescott, Parry Sound

### **3.7 Travel and accommodations**

The contractor is responsible for the transportation and lodging of its direct employees to reach the training locations. Accommodations and meals will be provided on board the vessel for the duration of the course based on the vessel class. If it is a short-range vessel, accommodations and meals will not be provided.

### **3.8 Working language**

- The contractor must be able to provide the services and instruction material in English for courses given in the Ontario Region.
- The contractor will provide CCG with a printed version of the instruction manuals in English within 15 days of the contract being awarded.

### **Schedule A-1: Confined space entry and rescue course specifications**

- Provincial and federal standards on the requirements for confined space rescue.
- Presentation and discussion of the risks associated with confined spaces.
- Requirements for air pollution control and ventilation.
- Confined space entry permit from the Fleet Safety Manual.
- Presentation and discussion of lockout and tagout with practical participation.
- How to put on personal protective equipment (PPE).
- Overview of knots and anchors.
- Overview of basic rope work.
- Basic rope work, belaying and lowering retrieval systems in a confined space.
- Discussion of communication systems with practical participation.
- Horizontal redirected 3:1, 5:1 & 9:1 hauls.
- Regular 2:1 & 4:1 hauls.
- Immobilization and retrieval of an injured person from a confined space using Spec Pak 900 stretchers and spine splints.
- Advanced rope work in haul systems using knot passing and ascending systems for self-rescue.
- Vertical ascending techniques.
- Saba donning and doffing.
- Discussion of possible rescue scenarios.
- Discussion of possible training scenarios.





<b>TABLE 2: First optional year of contract – From November 1, 2018, to October 31, 2019</b>				
<b>Description</b> Confined space entry and rescue	<b>Location</b>	<b>Price unit</b>	<b>Firm all-inclusive price</b>	
Ontario	Burlington	Per course	\$ _____	
	Sarnia	Per course	\$ _____	
	Windsor	Per course	\$ _____	
	Prescott	Per course	\$ _____	
	Parry Sound	Per course	\$ _____	
	Subtotal			\$ _____
	Tax: _____ % GST _____ % HST			\$ _____

<b>TABLE 3: Second optional year of contract – From November 1, 2019, to October 31, 2020</b>				
<b>Description</b> Confined space entry and rescue	<b>Location</b>	<b>Price unit</b>	<b>Firm all-inclusive price</b>	
Ontario	Burlington	Per course	\$ _____	
	Sarnia	Per course	\$ _____	
	Windsor	Per course	\$ _____	
	Prescott	Per course	\$ _____	
	Parry Sound	Per course	\$ _____	
	Subtotal			\$ _____
	Tax: _____ % GST _____ % HST			\$ _____

\* The inclusion of volumetrics in this document does not constitute a commitment by Canada to comply with these data in the future use of the services described in the call for proposals. The estimates are for assessment purposes only.

<b>EVALUATED PRICE</b>	
Subtotal for the initial contract period	\$ _____
Subtotal for the first optional period	\$ _____
Subtotal for the second optional period	\$ _____
<b>Total evaluated price</b>	<b>\$ _____</b>

**ANNEX "C" SECURITY REQUIREMENTS CHECK LIST**



Contract Number / Numéro du contrat <b>F3059-15SDP05</b>
Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <b>MPO / GCC</b>	2. Branch or Directorate / Direction générale ou Direction <b>FLATC</b>	
3 a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail <b>NEGOCIER UNE OFFRE A COMMANDE A L'USAGE DE LA GCC - REGION DU CERIX ET DE L'ARLÉRIQUE, BUREAU DUSMINI-LAURENT POUR LES (FORMATION) - SAJICAGE ET TRAVAIL EN HAUTEUR - ENJEU ET SANCION EN ESPACE GCS</b>		
5 a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? <b>sur les sites de la GCC</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes / Non <input type="checkbox"/> Oui		
5 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes / Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6 a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7 c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7 c) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes / Non <input type="checkbox"/> Oui		
6 b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted / Le fournisseur et ses employés (p. ex nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes / Non <input type="checkbox"/> Oui		
6 c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes / Non <input type="checkbox"/> Oui		
7 a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès <b>(N/A)</b>		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion <b>(N/A)</b>		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>	Restricted to / Limité à <input type="checkbox"/>	
Restricted to / Limité à <input type="checkbox"/>	Specify country(ies) / Préciser le(s) pays	
7 c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat <b>F3059-1550005</b>
Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité:  No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (INDUSTRY) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS CÔTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
--





Contract Number / Numéro du contrat <b>F 3059-15SP005</b> Security Classification / Classification de sécurité
--

**PART C - Remarque(s) / PARTIE C - Remarque(s)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRICTÉE	CONFIDENTIAL CONFIDENTIEL	SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support IT																	
IT Linc. / Linc électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

**ANNEX "C-1" PERSONNEL IDENTIFICATION FORM (PIF)  
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

**Contract / file number:** F5211-150591C

**PROJECT TITLE:** Standing Offer for regulatory training requirements for sea-going personnel in the Ontario Region – Training on confined space entry and rescue

Company Name:	
Address:	
Telephone number:	
Fax number:	
<b>PWGSC file or Certificate #:</b>	

**Professional Services** (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

**Contractor's Authorized Signatory:** \_\_\_\_\_ **Date :** \_\_\_\_\_

**(For Official Use)**

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
<b>Document Safeguarding Capability</b>			

**For Use at Fisheries and Oceans Canada  
Authorization of Contracting Security Authority**

- I approve  
 I do not approve based on:

\_\_\_\_\_

**Contracting Security Authority:** \_\_\_\_\_ **Date :** \_\_\_\_\_

## **ANNEX "D" INSURANCE REQUIREMENTS**

### **1.0 Insurance Requirements**

The offeror shall, at the offeror's own expense, provide and maintain insurance as indicated hereunder:

#### **1.1 Definitions;**

- a. "Offer" means "Purchase Order",
- b. "Buyer" means those departmental organizations or persons who have been given the responsibility for the offering process within the Department.

#### **1.2 Indemnification**

The insurance coverage required by the provisions of these Insurance Conditions shall in no way limit the Offeror's responsibility under the indemnification section of the General Conditions of the offer. Any additional coverage the Offeror may deem necessary to fulfil obligations under the indemnity section shall be at the Offeror's own discretion and expense.

#### **1.3 Period of Insurance**

The insurance coverage shall be in effect from the date of offer award and shall be maintained until the offer work is completed.

#### **1.4 Proof of Insurance**

Within ten (10) days after acceptance of the Offeror's tender, the Offeror shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all offers of insurance maintained by the Offeror pursuant to the requirements of these Insurance Conditions.

#### **1.5 Notification**

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

#### **1.6 Insured**

Each insurance policy shall insure the Offeror, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

#### **1.7 Payment of Deductible**

The amount of deductible, if any, shall be borne by the offeror.

#### **1.8 Public Liability and Property Damage Insurance**

- a. The Offeror shall, concurrently with the execution of this offer, place and maintain at all times during the execution of the work covered by this offer, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Offeror's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

**The Minimum Acceptable Amount is \$1,000,000.00**

- b. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to the property damage claims only.

**1.9 Third party liability** for vehicles and equipment owned, leased, used or operated by the Offeror.

The Offeror shall provide an endorsement to the public liability and property damage insurance policy to include third party liability for vehicles and equipment owned, leased, used or operated by the Offeror.

The Minimum Acceptable Amount is \$1,000,000.00

**1.10 Tenants Legal Liability Insurance (where applicable)**

The Offeror shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Offeror's care, custody and control in a minimum amount of \$500,000.00.



**ANNEX "E" – STANDING OFFER REPORTING**

**Sample Report:**

<b>Call-up date</b>	<b>Project Authority</b>	<b>Description of Service/Purchase</b>	<b>Date of Completion of Work</b>	<b>Quantity</b>	<b>Price</b>	<b>Extended total</b>