



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

189 Prince William St Rm 405

189, rue Prince William, pièce 405

Saint-John, NB E2L 2B9

Bid Fax: (506) 636-4376

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: Public Works and Government Services 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.

### Proposition aux: Travaux Publics et Services Gouvernementaux 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 annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

### Comments - Commentaires

### Vendor/Firm Name and Address

### Raison sociale et adresse du

### fournisseur/de l'entrepreneur

### Issuing Office - Bureau de distribution

Saint John, NB (STJ)

189 Prince William St., Rm 405

189, rue Prince William, Pc 405

St. John, NB E2L 2B9

<b>Title - Sujet</b> RISO Petroleum Engineer/Tech. Svcs.	
<b>Solicitation No. - N° de l'invitation</b> F4718-170001/A	<b>Date</b> 2017-07-21
<b>Client Reference No. - N° de référence du client</b> F4718-170001	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$STJ-001-4161	
<b>File No. - N° de dossier</b> STJ-6-39203 (001)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-09-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ellis-Herring (STJ), Alison	<b>Buyer Id - Id de l'acheteur</b> stj001
<b>Telephone No. - N° de téléphone</b> (506) 636-3908 ( )	<b>FAX No. - N° de FAX</b> (506) 636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS SMALL CRAFT HARBOURS BRANCH P.O.BOX 5030 MONCTON New Brunswick E1C9B6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

**Petroleum Engineering and Technical Services,  
New Brunswick, Nova Scotia and Prince Edward Island**

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## **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 and Additional Information: includes the certifications and additional information 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Electronic Payment Instruments, Insurance Requirements and the Complete List of Individuals Who are Currently Directors/Owners of the Offeror

### **1.2 Summary**

**1.2.1** Fisheries and Oceans Canada (DFO) has a requirement to establish a Regional Individual Standing Offer (RISO) for the provision of specialized petroleum engineering and associated technical services to DFO – Small Craft Harbours (SCH) Branch Maritimes and Gulf Regions, Harbour Authorities throughout the Maritime Provinces (New Brunswick, Nova Scotia and Prince Edward Island). . The work will be performed on an as and when required basis, during the two (2) year period from date of award with an option to extend for one (1) additional one year period.

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

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### **1.3      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>) 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 (2016/04/04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25
M9033T	Financial Capability	2011/05/16

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

### 2.3 Former Public Servant

#### Former Public Servant - Competitive - Offer

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.

## **2.4 Enquiries - Request for Standing Offers**

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

## **2.5 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 **New Brunswick**.

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 (4 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard copies)

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.

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

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

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If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

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## 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

##### 4.1.1.1 Mandatory Technical Criteria

Proposals will be examined to determine their compliance with the following MANDATORY requirements:

- (1) Submission of firm prices/rates in accordance with RFP, paragraph 3.1, Section II Financial Bid
- (2) A duly completed and signed Request for Proposal
- (3) Submission of a Technical Proposal
- (4) Project team must include a minimum of one of each of the following:
  - Project Manager
  - Professional Engineer
  - Engineering Technologist
  - CAD Operator
- (5) The Project Engineer must be registered and eligible for registration as a Professional Engineer in the Provinces of NS, NB or PEI.
- (6) Project Manager or Project Engineer must have completed and received certification for a Petroleum System Installer's course. Proof of Certification must be provided.
- (7) The Project Engineer or Engineering Technologist must have completed a cathodic protection certification from a recognized course. Proof of Certification must be provided.
- (8) The Project Manager and Project Engineer assigned to respond to call-ups on this SOA must have at least 10 years practical experience in petroleum system design, including aboveground and underground design standards, construction practices and inspection procedures. - Engineering Technologist must have at least 5 years of experience in conducting field inspections of petroleum storage tank systems

Only proposals found to meet ALL the mandatory requirements will be deemed acceptable proposals and will be further evaluated in accordance with the evaluation criteria subject to point rating.

Proposals not meeting all of the mandatory requirements will be deemed non-responsive and will be given no further consideration.

#### **Point-Rated Technical Proposal**

All proposals received from responsive bidders will first be evaluated technically by Fisheries and Oceans Canada (DFO) personnel based on the Evaluation Criteria and Point Ratings given. In order to be given further consideration, proposals must meet all mandatory conditions of this Request for Proposal, and achieve a minimum score (indicated in *italics*) for each group. (Minimum acceptable Average Total: 65 points). The Average Total Point Rating (maximum: 100) is determined by dividing the total of all evaluator's scores by the number of evaluators. Of those meeting these conditions, the two Lowest

Priced Proposals will be recommended for issuance of a standing offers. Offeror acknowledges that Canada reserves the exclusive right to determine acceptability of any proposal.

Evaluation Board will consist of at least two (2) individuals, who will evaluate your proposal, rating each criterion on a 0-10 point basis. After evaluation has been completed, these scores will be adjusted according to the "weigh factor" for each criterion. That is, for a criterion with a point rating of 5, the evaluated score will be multiplied by .5; for a point rating of 10, the score is multiplied by 1, etc. Your proposal must achieve a minimum average score indicated for each group, and must obtain an overall Average Total Weighted Score of 65 to be given further consideration. This is the generic 0-10 rating scale which will be used to evaluate your proposal.

0	Non responsive – Did not submit information to be evaluated
1	Extremely Poor – Does not meet the requirement
2	Very Poor – Generally does not satisfy the requirement
3 - 4	Weak – Lacks details
5	Just Acceptable – Barely meets requirements
6 - 7	Average – Satisfies requirements
8 - 9	Superior – More than satisfies requirements
10	Exceptional – Exceeds requirements

**EVALUATION CRITERIA:**

Offerors should prepare and submit a Technical Proposal as follows:

1. FOUR (4) TECHNICAL PROPOSALS (one original and three copies) which must address The following evaluation criteria:

**(1) Understanding the Requirements and Methodology in Providing Services**

Provide a short and concise overview expressing the Offeror's understanding of the Scope of Work and the way they are to be delivered. This should include:

- A complete suite of services offered to meet the requirements of the Scope of Work including any ancillary services that may be outside those offered by key personnel.
- A description of your approach to delivery of services demonstrating an understanding of the Small Crafts Harbour and Harbour Authority program.
- A demonstrated knowledge of applicable regulations, codes and standards, particularly as they apply to federal owned and/or locally operated harbour properties.
- A description of how the projects will be delivered using a collaborative approach within a team environment.

**(2) Relevant Experience**

Demonstrate that the Offeror possesses relevant experience and proven ability to complete similar assignments to the Scope of Work on time and on budget. This should include:

- Details for five (5) prior projects which are similar in size and scope (or larger) to the Scope of Work. These past projects shall have been completed to the satisfaction of the Department or Agency and must have been completed in the past five (5) years. At least one (1) project shall include the installation of a storage tank system on federal property in accordance with the CEPA regulations, one (1) project shall include the removal/decommissioning of a storage tank system from federal property, one (1) project shall include providing training (storage tank awareness of storage tank emergency plan) in accordance with the CEPA regulations
- Descriptions must be a **maximum of one (1) page per project** and include: [name of team member, role in project, project description, relevance, duration, and a client contact (name, title, organization and current phone number)]

**(3) Experience and Qualifications of Project Team**

Provide a clear indication of the Bidder's approach and methodology in providing the services to government clients in a standing offer environment. The experience and ability of the team should be clearly presented including qualifications such as a degree or diploma and any certifications, professional designations, etc. This section should include:

- The name, position and role of each member within the Bidder's team including the project manager, professional engineer, engineering technologist/technician, CAD operator.
- Detailed resumes of **no more than two (2) pages** for Offeror's four-person team are to be included in the appendices to the submission.
- Description of Offeror's resources including management structure and organization, as well as its ancillary resources that are relevant and available.

The evaluation will take into consideration relevant experience, qualifications, professional accreditation and leadership in accomplishing projects.

2. The above criteria will be point rated in accordance with the point rating assessment system outlined in Section below.

3. The Technical Proposal shall include sufficient details to show compliance with the requirement and to permit meaningful evaluation of all aspects of the Proposal.

Contractors will not be reimbursed for the cost of responding to this Request for Proposal.

**Evaluation Criteria Table**

PROPOSED EVALUATION CRITERIA		
No.	Description	Point Rating
1	<b>Understanding the requirement (Total: 30 Points) (Minimum 19.5)</b>	
	a) A complete suite of services offered to meet the requirements of the Scope of work	10
	b) Understanding of Small Crafts Harbour and Harbour Authority program	10
	c) Knowledge of applicable regulations, codes and standards especially on federally owned and locally operated properties	5
	d) Team approach	5
2	<b>Relevant Experience as Related to the Scope of Work (Total: 50 Points) (Minimum 32.5)</b>	
	<b>Project 1</b>	
	Relevancy to SCH related projects	5
	Relevancy to Scope of Work	5
	<b>Project 2</b>	
	Relevancy to SCH related projects	5
	Relevancy to scope of work	5
	<b>Project 3</b>	
	Relevancy to SCH related projects	5
	Relevancy to scope of work	5
	<b>Project 4</b>	
	Relevancy to SCH related projects	5

	Relevancy to scope of work	5
	<b>Project 5</b>	
	Relevancy to SCH related projects	5
	Relevancy to scope of work	5
3	<b>Experience and Qualifications of Project Team (Total: 20 Points) (Minimum 13)</b>	
	Project Manager	5
	Professional Engineer	5
	Engineering Technologist	5
	CAD Operator	5
	<b>Total:</b>	100

PWGSC Evaluation Board will not consider the Financial Proposals prior to the completion of Phase 2.

#### 4.1.2 Financial Evaluation

**4.1.2.1** The evaluated cost/total bid price will be the total estimated cost detailed in Annex B, Basis of Payment. The total estimated cost will be the total of the initial period plus the option period for an overall total.

#### 4.2 Basis of Selection

##### 4.2.1 Basis of selection

To be considered responsive, a proposal must:

- (a) meet all mandatory requirements of this solicitation; and
- (b) obtain the required minimum available score for each technical criterion; and
- (c) obtain the required minimum of available total score of 65.

Proposals not meeting (a), (b) and (c) above will be given no further consideration. Two (2) Standing Offers will be recommended for use as a result of this Solicitation. The two highest ranked offers (lowest priced responsive offers) will be recommended for issuance of a Regional Individual Standing Offer (RISO) based on ideal business distribution percentage which has been pre-established as follows: 60% of the business volume to the top ranked offer and 40% of the business volume to the second ranked offer.

## **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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

### **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 Integrity Provisions – Required Documentation**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 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" list ) available at the bottom of the page of the Employment and Social Development Canada-Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

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Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Status and Availability of Resources**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
M3020T	Status of Availability of Resources – Offer	2016/01/28

#### **5.2.3.4 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.

#### **5.2.3.5 Workers Compensation Certification - Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within seven (7) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.



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

### **6.1 Financial Capability**

*SACC Manual* clause M9033T (2011/05/16) Financial Capability

### **6.2 Insurance Requirements**

#### **Insurance Requirements – Proof of Availability – Prior to issuance of a Standing Offer**

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 perform the Work in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **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>) issued by Public Works and Government Services Canada.

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

2005 (2016/04/04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for placing call-ups against the Standing Offer shall be for two (2) years commencing from the start date identified on the Standing Offer.

##### **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 one (1) year period, 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 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: Alison Ellis-Herring  
Title: Supply Specialist

Solicitation No. - N° de l'invitation  
F4718-170001/A  
Client Ref. No. - N° de réf. du client  
F4718-170001

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File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
STJ001

Address: Public Services and Procurement Canada  
Acquisitions Branch  
189 Prince William St., Rm 405  
Saint John, New Brunswick  
E2L 2B9

Telephone: (506) 636-3908  
Facsimile: (506) 636-4376  
E-mail address: alison.ellis-herring@pwgsc-tpsgc.gc.ca

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

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: (To be completed at time of issuance of Standing Offer).

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency 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 of the Work under the resulting Contract.

### 7.5.3 Offeror's Representative (Offeror please complete)

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

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## 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

1. Services will be called-up as follows:
  - a. The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, offerors will be considered using a distribution system. This system will track all call-ups assigned to each offeror and will maintain a running total of the dollar value of business distributed. The system will contain for each offeror an ideal business distribution percentage which has been established as follows; 60% of the business for the top ranked offeror and 40% for the 2nd ranked offeror.
  - b. For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.
2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 2829.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 2829, *Call-up Against a Standing Offer*.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$200,000.00 (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 3 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 (2016/04/04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2016/04/04), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex D, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_

## 7.13 Certifications and Additional Information

### 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### 7.13.3 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25
M3020C	Status and Availability of Resources – Standing Offer	2016/01/28

## 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 **New Brunswick**.

## **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**

2010B (2016/04/04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B (2016/04/04), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

### **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**

Refer to "Annex B", "Basis of Payment"

#### 7.5.2 Limitation of Price

SACC Manual clause C6000C (2011/05/16) Limitation of Price

#### 7.5.3 Method of Payment

SACC Reference	Section	Date
H1008C	Monthly Payment	2008/05/12

#### 7.5.4 SACC Manual Clauses

SACC Reference	Section	Date
A9117C	T1204 - Direct Request by Customer Department	2007/11/30
C0705C	Discretionary Audit	2010/01/11
C0710C	Time and Contract Price Verification	2007/11/30
C0711C	Time Verification	2008/05/12
C2000C	Taxes - Foreign-based Contractor	2007/11/30

#### 7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

#### 7.7 Insurance 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

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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.

## **7.8 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
A9068C	Government Site Regulations	2010/01/11
C0710C	Time and Contract Price Verification	2007/11/30
C0711C	Time Verification	2008/05/12



## ANNEX "A"

### STATEMENT OF WORK

#### TITLE: **STANDING OFFER AGREEMENT for Petroleum Engineering and Technical Services**

#### PURPOSE:

The purpose of this requirement is to award Regional Individual Standing Offers to provide specialized petroleum engineering and associated technical services to Department of Fisheries and Oceans (DFO) – Small Craft Harbours (SCH) Branch Maritimes and Gulf Regions, Harbour Authorities throughout the Maritime Provinces (New Brunswick, Nova Scotia and Prince Edward Island).

#### BACKGROUND:

Leaks and spills from storage tanks containing petroleum products and allied petroleum products are responsible for a large percentage of contaminated sites on federal lands in Canada. DFO, through its *Environmental Policy for Sustainable Operations*, is committed to support a clean and healthy environment, and to protect aquatic and terrestrial ecosystems. As such, DFO is required to take proactive measures to avoid or reduce the environmental risks including those associated with the storage and handling of various petroleum products on properties under its jurisdiction.

SCH is responsible for specific harbours in the Gulf & Maritimes regions that accommodate primarily commercial fishing and aquaculture vessels. The harbour inventory includes approximately 319 harbours; 285 of which are considered core fishing harbours that are managed by 243 independent Harbour Authorities<sup>1</sup>. These harbours vary in size from single structures used on a seasonal basis to large fully protected and serviced harbours that accommodate hundreds of vessels that operate year round. Most of the core fishing harbours contain storage tanks systems that contain petroleum products including those required for used oil, motive fuel dispensing and oil burning appliances. The tank systems located on these properties are either under SCH's administration or owned Harbour Authorities or third-parties.

The SCH regional office is centrally located in Moncton, NB and provides service to both fishing regions referred to as the Maritimes and the Gulf. The SCH organization is decentralized in the these Regions and includes area offices in Tracadie-Sheila, NB, St. George, NB, Yarmouth, NS, Antigonish, NS, Sydney, NS and Charlottetown, PEI. The primary SCH contact (Project Authority) will be the Regional Engineer or Engineering Officer, however projects may be initiated by the SCH Area Chief located in each area office.

In accordance with DFO's Environmental Policy for Sustainable Operations, SCH must observe and adhere to strict compliance with all applicable laws. SCH must also take steps to ensure that its Harbour Authorities and third-party operators are also in compliance with all applicable legislation. On June 12, 2008, Environment Canada repealed its *Registration of Storage Tank Systems for Petroleum Products and Allied Petroleum Products on Federal or Aboriginal Lands Regulations* and replaced them with the ***Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations***.

The regulations made pursuant to the *Canadian Environmental Protection Act* (CEPA) are primarily based on federal codes including the:

- National Fire Code of Canada (2015)

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<sup>1</sup> Harbour Authorities are non-profit incorporated bodies that consist of a voluntary board of directors that sign a lease with the DFO and assume responsibility for the long-term management and operation of property and facilities.

- Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products, CCME PN1326 (2003)
- Installation Code for Oil Burning Equipment, CAN/CSA B13

The CEPA regulations contain requirements for owners and operators of petroleum storage tanks including certain marine fuel dispensing systems, used oil tanks and heating oil tanks. These requirements include registration of tank systems with Environment Canada, removal from service of some tank systems, standards for new tank systems as well as labeling, inspection, maintenance, record keeping and reporting.

More specifically, Environment Canada's new regulations apply to both aboveground and underground storage tanks and containers that:

- have a capacity of more than 230 litres;
- are vented to the atmosphere (in other words operate at atmospheric pressure);and
- are designed to be installed in a fixed location

The regulations also apply to all the piping and other equipment associated with the tanks. In addition to federal regulations, provincial regulations and standards may apply to certain tank systems on DFO properties.

DFO is undertaking an on-going initiative in the Maritimes and Gulf Regions to bring petroleum storage tank systems fully into compliance with the CEPA regulations through tank upgrades, replacements and removals as well as the development and updating of environmental management plans, emergency plans and training programs. SCH expects to be working on an on-going basis with a petroleum engineering consultant to provide technical support to ensure compliance with the latest regulations, codes, industry standards and construction/installation practices.

#### **SERVICES REQUIRED:**

DFO requires the petroleum engineering and associated technical services on an "as requested" basis for the following types of projects:

1. Provide technical advice, recommendations, proposals, tender-ready specifications, construction drawings and cost estimates for the installation, operation, expansion, modification, removal and/or decommissioning of storage tank systems (petroleum or allied petroleum products) to DFO staff and Harbour Authorities throughout the Maritimes and Gulf Regions.
2. Provide on-going specialist advice to DFO staff with respect to day-to-day operational and technical issues, as required.
3. Respond to environmental emergencies, fuel spills, leaks, explosions, fires or any other petroleum-related incidents which require on-site expertise throughout the Maritimes and Gulf Regions. On behalf of DFO, oversee and coordinate all on site activities undertaken by others to ensure DFO's property is protected; direct the work of cleanup crews; oversee the removal of fuel storage tanks, secure and analyze soil and water samples using accepted protocol procedures and provide thorough technical reports on the condition of the property and any remedial action necessary to resolve all issues. Provide technical closure reports for sites as required by policy and regulations.
4. Review on behalf of DFO, technical proposals and engineering drawings received from suppliers for the installation and /or major upgrades to fuel delivery and storage systems on DFO properties in terms of compliance to applicable regulations, codes and standards. This involves discussions with proponents on behalf of DFO with respect to technical compliance as well as the recommendation to DFO for the acceptance and/or rejection of technical proposals or drawings.

5. Complete on-site visits and technical inspections at DFO properties including the provision of technical reports, to verify that that newly installed systems meet the earlier reviewed and approved technical requirements and recommending the system be made operational. Providing information to enable official registration of tank systems with Environment Canada.
6. Undertake site inspections and preparation of technical reports as requested by DFO Project Authority and/or Harbour Authorities for any existing storage tank systems at any location throughout the Maritimes and Gulf Regions. Provide inspection reports identifying non-compliance relative to applicable regulations, codes, standards and best practices.
7. Prepare digital auto-cad engineering construction and as-built drawings of proposed storage tank systems meeting all applicable regulations, codes and standards, which must be signed off and stamped by a licensed professional engineer.
8. Conduct cathodic protection testing and corrosion analysis reports of steel piping and storage tanks.
9. Prepare Standard Operating Procedures (SOPs) for motive fueling, waste oil, oil burning appliances and emergency generators.
10. Prepare Storage Tank Environmental Management Plans, site-specific emergency plans, compliance plans for product transfer areas (including risk assessments and physical containment, as required).
11. Prepare various technical reports (bilingual upon request) for site inspections, cathodic protection testing and site remediation and signed off by an appropriate professional personnel.
12. Assist DFO personnel in undertaking technical training sessions and storage tank awareness training for storage tank owners and operators including DFO staff, Harbour Authorities and individual harbour operators. The work will either be carried out on behalf of RPSS, SCH or Harbour Authorities.

#### **DELIVERABLES:**

##### **As indicated above.**

On an "as requested" basis to meet specific DFO SCH operational and technical requirements.

The Contractor must adhere to DFO's policies and guidelines regarding Health and Safety in the Workplace.

The individuals assigned to the project must have certified WHMIS training and an acceptable level of knowledge of the *Occupational Health and Safety Act and Regulations* that apply in each of the Maritime Provinces.

#### **METHOD OF PAYMENT:**

##### **DFO Requested Work**

Depending on individual requirement, the Contractor will be paid on a monthly basis, and upon submission of an invoice (in duplicate), which must be approved by the DFO Project Authority.

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Invoices must be detailed indicating standing offer and or call-up number, location of work, associated time and charge out rate for personnel involved in specific projects.

Preference is to pay invoices by credit card if the successful bidder extends the options.

**Harbour Authority (HA) Requested Work**

The HA will be responsible to make payment for the service work requested and authorized by the HA Project Authority under this agreement for the specific harbour(s) managed by the respective HA.

The Contractor will be paid on satisfactory completion of work, and upon submission of an invoice within 30 days of the completion of the work (in duplicate), which must be approved by the HA Project Authority.

Invoices must be detailed indicating standing offer and or call-up number, location of work, associated time and charge out rate for personnel involved in specific projects.

Preference is to pay invoices by credit card if the successful bidder extends the options.

## ANNEX "B"

### BASIS OF PAYMENT

### APPENDIX B - PRICE PROPOSAL

#### INSTRUCTIONS

1. Complete price proposal form and submit in a separate sealed envelope, with the Proponent's name, Solicitation Number, and "Price Proposal Form" typed on the outside.
2. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. The hourly rates identified will be for the duration of the Standing Offer.
5. The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

6. Fixed hourly rates for each Category of Personnel are to be provided in columns B and D and multiplied by the weight factor % in column A (provided for evaluation purpose only). Sub-totals of columns C and E are then multiplied by the identified weight factor % of each period and the results are added for evaluation purposes.

## APPENDIX B - PRICE PROPOSAL

Name of Proponent: \_\_\_\_\_

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

Column	A	B	C	D	E
CATEGORY OF PERSONNEL	Weight Factor	Fixed Hourly Rates * Years 1 & 2	A x B	Fixed Hourly Rates * Year 3	A x D
Project Manager	5 %	\$	\$	\$	\$
Project Engineer	25 %	\$	\$	\$	\$
Engineering Technologist/ Technician	40 %	\$	\$	\$	\$
CAD Operator	30 %	\$	\$	\$	\$
<b>SUB-TOTALS</b>			\$		\$
<b>MULTIPLIED BY</b>			66 %		34 %
<b>TOTAL FOR EVALUATION PURPOSES</b>			\$	+	\$ = \$

\* Refer to 7.3.1 Period of the Standing Offer.

**END OF PRICE PROPOSAL FORM**

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## **ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

## **ANNEX “D”**

### **INSURANCE REQUIREMENTS**

#### **1. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

#### **2. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.



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Client Ref. No. - N° de réf. du client  
F4718-170001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STJ-6-39203

Buyer ID - Id de l'acheteur  
STJ001

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3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

