



**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Nova Scotia
Bid Fax: (902) 496-5016**

Comments - Commentaires

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9
Nova Scot

Title - Sujet SA - Marine Coatings Inspections	
Solicitation No. - N° de l'invitation E6HAL-170007/A	Date 2017-10-20
Client Reference No. - N° de référence du client E6HAL-17-0007	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-311-10228
File No. - N° de dossier HAL-7-79151 (311)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-11-07	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Dunne, Dave	Buyer Id - Id de l'acheteur hal311
Telephone No. - N° de téléphone (902)401-4294 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND/OR AGENCIES AS INDICATED ON DSS 942 CALL-UP (PLEASE UPDATE CITY/PROV/PC) xxx NOVA SCOTIA B3J3C9 Canada	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
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)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	3
PART 2 - SUPPLIER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF ARRANGEMENTS	4
2.3 FORMER PUBLIC SERVANT - NOTIFICATION	4
2.4 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - NOTIFICATION.....	4
2.5 ENQUIRIES - REQUEST FOR SUPPLY ARRANGEMENTS	4
2.6 APPLICABLE LAWS.....	5
PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS	6
3.1 ARRANGEMENT PREPARATION INSTRUCTIONS.....	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION	8
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	9
5.1 CERTIFICATIONS REQUIRED WITH THE ARRANGEMENT	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A SUPPLY ARRANGEMENT AND ADDITIONAL INFORMATION.....	9
PARTE 6 - SUPPLY ARRANGEMENT AND SUBSEQUENT CONTRACT CLAUSES.....	11
A. SUPPLY ARRANGEMENT	11
6.1 ARRANGEMENT.....	11
6.2 SECURITY REQUIREMENTS	11
6.3 STANDARD CLAUSES AND CONDITIONS.....	11
6.4 SUPPLY ARRANGEMENT REPORTING.....	11
6.5 TERM OF SUPPLY ARRANGEMENT	11
6.6 AUTHORITIES	12
6.7 IDENTIFIED USERS.....	12
6.8 ON-GOING OPPORTUNITY FOR QUALIFICATION	12
6.9 PRIORITY OF DOCUMENTS	12
6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.11 APPLICABLE LAWS.....	13
6.12 DEFENCE CONTRACT	13
6.13 INSURANCE	13
6.14 SACC MANUAL CLAUSES	13
B. BID SOLICITATION	14
6.1 BID SOLICITATION DOCUMENTS.....	14
6.2 BID SOLICITATION PROCESS.....	14
C. RESULTING CONTRACT CLAUSES.....	15
6.1 GENERAL	15

Solicitation No. - N° de l'invitation
W3554-176231/A
Client Ref. No. - N° de réf. du client
W3554-17-6231

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-6-77273

Buyer ID - Id de l'acheteur
ha1311
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"	16
STATEMENT OF WORK	16
ANNEX "B"	18
INSURANCE REQUIREMENTS.....	18
ANNEX "C"	20
REPORTING REQUIREMENTS.....	20
ANNEX "D"	21
CONTRACTING PROCESS.....	21
ANNEX "E"	22
PWGSC-TPSGC 1111 CLAIM FOR PROGRESS PAYMENT	22

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, Insurance Requirements, Reporting Requirements and any other annexes.

1.2 Summary

Public Works and Government Services Canada (PWGSC) seeks to establish a Supply Arrangement for the provision of NACE-certified quality assurance services on board Government of Canada vessels based in the Atlantic Canada geographic area.

The Supply Arrangement will exist until such time as Canada no longer considers it to be advantageous to use the Supply Arrangement to award contracts under the Supply Arrangement framework.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

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

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2008](#) (2016-04-04), Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Arrangements

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

2.3 Former Public Servant - Notification

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

2.4 Federal Contractors Program for Employment Equity - Notification

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

2.5 Enquiries - Request for Supply Arrangements

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

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

2.6 Applicable Laws

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

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

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

Section I: Technical Arrangement (2 hard copies)

Section II: Financial Arrangement (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Arrangement

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

Section II: Financial Arrangement

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

Section III: Certifications

Suppliers must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Proposals which do not meet all of the Mandatory Technical Requirements at the Request for Supply Arrangements closing date will be considered to be non-compliant and will be given no further consideration. The evaluation will only be based on the information provided with the bid. References to Internet sites or information that is not included will not be evaluated. It is incumbent upon the Bidder to submit a complete proposal showing that they meet or exceed the technical descriptions described in this solicitation.

The Bidder must provide, in their bid, proof that the firm complies with each and every one of the Mandatory Technical Specifications specified in 4.1.1.1. Simply stating "yes" or "compliant" will not be sufficient for the purpose of this evaluation. Failure to meet the requirements of all of the Mandatory Technical Specifications will result in the bid being declared as non-compliant.

Proof can be provided in the form of certificates and/or a written narrative which clearly demonstrates how the proposed firm meets each and every one of the Mandatory Technical Specifications.

The Bidder must reference the page number and section of the submitted proposal which proves their proposal complies with each and every one of the Mandatory Technical Specifications

4.1.1.1 Mandatory Technical Criteria

Item	Mandatory Criteria	Reference to supporting documentation (Bid page #)
MR1.	The Bidder's proposed resource MUST be a CIP level 3 certified NACE inspector OR The Bidder's proposed resource MUST be a CIP level 2 certified NACE inspector under the supervision of a level 3 certified NACE inspector.	
MR2.	The Bidder MUST provide detailed examples (minimum of three) of the firms experience in providing NACE inspections in a marine environment in the last four (4) years.	

Solicitation No. - N° de l'invitation
W3554-176231/A
Client Ref. No. - N° de réf. du client
W3554-17-6231

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-6-77273

Buyer ID - Id de l'acheteur
ha1311
CCC No./N° CCC - FMS No./N° VME

4.2 Basis of Selection

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all the mandatory technical evaluation criteria to be considered responsive.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Additional Certifications Precedent to Issuance of a Supply Arrangement

5.2.2.1 Status and Availability of Resources

SACC Manual clause [S3005T](#) (2008-12-12), Status and Availability of Resources.

5.2.2.2 Education and Experience

SACC Manual clause [S1010T](#) (2008-12-12), Education and Experience

Solicitation No. - N° de l'invitation
W3554-176231/A
Client Ref. No. - N° de réf. du client
W3554-17-6231

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-6-77273

Buyer ID - Id de l'acheteur
ha1311
CCC No./N° CCC - FMS No./N° VME

5.2.2.3 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 2 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.

PARTE 6 – SUPPLY ARRANGEMENT AND SUBSEQUENT CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex “A”

6.2 Security Requirements

There is no security requirement applicable to the Supply Arrangement.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2020 (2016-04-04), General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.4 Supply Arrangement Reporting

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

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

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

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

6.5 Term of Supply Arrangement

6.5.1 Period of the Supply Arrangement

Solicitation No. - N° de l'invitation
W3554-176231/A
Client Ref. No. - N° de réf. du client
W3554-17-6231

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-6-77273

Buyer ID - Id de l'acheteur
hal311
CCC No./N° CCC - FMS No./N° VME

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins upon award of the Supply Arrangement.

6.6 Authorities

6.6.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Dave Dunne
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Marine Procurement
Address: 1713 Bedford Row, Halifax, NS, B3J 3C9

Telephone: (902) 401-4294
Facsimile: (902) 496-5016
E-mail address: Dave.Dunne@tpsgc-pwgsc.gc.ca

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

6.6.2 Supplier's Representative

(Named upon issuance of Supply Arrangement)

Name: _____
Title: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.7 Identified Users

The Identified User is: PWGSC Halifax, unless otherwise authorized in writing by the Supply Arrangement Authority.

6.8 On-going Opportunity for Qualification

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

6.9 Priority of Documents

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

- (a) the articles of the Supply Arrangement;

- (b) the general conditions 2020 (2016-04-04), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Insurance Requirements;
- (e) Annex "C", Reporting Requirements;
- (f) the Supplier's arrangement dated _____.

6.10 Certifications and Additional Information

6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or precedent to issuance of the Supply Arrangement (SA), and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the Supplier in default. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA.

6.11 Applicable Laws

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

6.12 Defence Contract

SACC Manual Clause A9006C (2012-07-16), Defence Contract

6.13 Insurance

The Contractor must comply with the insurance requirements specified in Annex "B". 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.

6.14 SACC Manual Clauses

SACC Manual Clause A0285C (2007-05-25), Workers Compensation
SACC Manual Clause A0290C (2008-05-12), Hazardous Waste – Vessels
SACC Manual Clause A9019C (2011-05-16), Hazardous Waste Disposal
SACC Manual Clause A9065C (2006-06-16), Identification Badge
SACC Manual Clause A9068C (2010-01-11), Government Site Regulations

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Medium Complexity (MC) for medium complexity requirements;

A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: References to the MC template in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements, or 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (insert, as applicable: 2003 or 2004) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFS), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."

- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
 - Federal Contractors Program (FCP) for Employment Equity – Notification;
 - Integrity Provisions - Declaration of Convicted Offences;
- (h) conditions of the resulting contract;

6.2 Bid Solicitation Process

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

6.2.2 The bid solicitation will be sent directly to Suppliers.

C. RESULTING CONTRACT CLAUSES

6.1 General

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

For any contract to be awarded using the template **MC** (for medium complexity requirements), general conditions 2010C will apply to the resulting contract.

The following supplemental general conditions will apply to the resulting contract:

- (a) Supplemental general conditions 1029.

A copy of the template(s) can be provided upon request by contacting the Procurement Process Tools Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

ANNEX "A"

STATEMENT OF WORK

NACE-CERTIFIED MARINE COATINGS INSPECTIONS

1. SCOPE

- 1.1. The intent of the Supply Arrangement is to establish a pre-qualified list of suppliers to perform quality assurance inspection and monitoring of surface preparations and the application of coatings to Government of Canada vessels based in the Atlantic Canada geographic area, unless otherwise authorized in writing by the Supply Arrangement Authority.

2. REFERENCES

- 2.1. All work performed by the contractor, his employees or subcontractors must comply with applicable laws, regulations and standards.

2.1.1. Laws and Regulations

- 2.1.1.1. Canada Shipping Act, Hull Construction Regulation, Part X
- 2.1.1.2. Marine Occupational Safety and Health Regulations
- 2.1.1.3. Canada Labour Code, Part II
- 2.1.1.4. Provincial Occupational Health and Safety legislation for each of the Atlantic Canadian provinces.

2.1.2. Standards

- 2.1.2.1. NACE, SSPC standards (latest edition)
- 2.1.2.2. Applicable paint manufacturer standards and recommendations

3. TECHNICAL

- 3.1. The Government of Canada requires firms certified under the NACE Coating Inspector Program (CIP) to provide the following quality assurances services:

- 3.1.1. Develop or review surface preparation and coating application specifications and make recommendations to enhance and clarify;
- 3.1.2. Develop or review an inspection and test plan (ITP) for surface preparations and coating application procedures;
- 3.1.3. Organize and/or participate in pre-job meetings between representatives of contractor, subcontractors and ship owner to ensure consistency and understanding of specification by all parties.
- 3.1.4. Monitor surface preparation and coating application, verify and document that work complies with applicable standards;

3.1.5. Perform testing and provide daily reports during surface preparation and coating application;

3.1.6. Issue non-conformance reports against identified deficiencies and make recommendations to resolve.

4. DELIVERABLES.

4.1. The contractor must provide a daily report in accordance with paragraph 3.1.5 detailing the following:

- 4.1.1. Environmental conditions
- 4.1.2. Surface preparation details
- 4.1.3. Description of equipment and personnel
- 4.1.4. List of batch numbers and corresponding dates of manufacture
- 4.1.5. Quantity and type of solvent added
- 4.1.6. Details of coating application and methods used
- 4.1.7. Tests completed and instrumentation used
- 4.1.8. Location of areas inspected
- 4.1.9. Deviations and con-conformances
- 4.1.10. Explanations of work stoppages
- 4.1.11. Estimate of work completion

4.2. Provide a final report on each coating specification within 10 days detailing the following:

- 4.2.1. Thoroughness of specification;
- 4.2.2. Areas of concern;
- 4.2.3. Quality of work;
- 4.2.4. Lessons learned;
- 4.2.5. Recommendations to improve and enhance specifications and reduce extra work.

ANNEX “B”

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

1. 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

-
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [*Department of Justice Act*](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Solicitation No. - N° de l'invitation
W3554-176231/A
Client Ref. No. - N° de réf. du client
W3554-17-6231

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-6-77273

Buyer ID - Id de l'acheteur
ha1311
CCC No./N° CCC - FMS No./N° VME

ANNEX “C”

REPORTING REQUIREMENTS

Instructions for submitting Supply Arrangement usage data:

Please email the information to the Supply Arrangement Authority Dave.Dunne@tpsgc-pwgsc.gc.ca

Please use the Supply Arrangement number in the subject line of the email and clearly indicate:

- the Supply Arrangement number for which the data is submitted;
- the period for which the data has been accumulated (start and end date);
- the Department with whom the contract was raised;
- the start date and end date for the entire supply arrangement; and
- the total spent to date by Government Department.

ANNEX “D”

CONTRACTING PROCESS

Individual requirements will be raised and processed as follows:

1. The PWGSC Contracting Authority (CA) will prepare a Bid Solicitation document including a Statement of Work (SOW), all necessary drawings and reference materials. This will be distributed via email to all approved contractors.
2. Contractors will provide a firm price quotation by email to the PWGSC CA within the timeframe requested on the Bid Solicitation Cover Page. This quotation will provide an all-inclusive firm price for the completion of the work outlined in the SOW. For urgent work the PWGSC CA may request a proposal for reply within 24 hours.
3. The PWGSC CA will select the lowest priced compliant quotation for award of a contract, and forward the contract document to the successful contractor by email.
- 4a. Work periods that are 30 days or less: upon receipt of the deliverables and final acceptance of the work by Canada, the Contractor will submit invoicing to the PWGSC CA for verification and payment. The invoice shall contain a reference to the PWGSC SA number and the individual contract number.
- 4b. Work periods that exceed 30 days: upon receipt of the deliverables and acceptance of the work by Canada, the Contractor may submit a PWGSC-TPSGC 1111 Claim for Progress Payment and supporting documentation to the PWGSC CA for verification and payment on a monthly basis. The PWGSC-TPSGC 1111 Claim for Progress Payment shall contain a reference to the PWGSC SA number and the individual contract number.

Solicitation No. - N° de l'invitation
W3554-176231/A
Client Ref. No. - N° de réf. du client
W3554-17-6231

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-6-77273

Buyer ID - Id de l'acheteur
ha1311
CCC No./N° CCC - FMS No./N° VME

ANNEX “E”

PWGSC-TPSGC 1111 Claim for Progress Payment

(See attached)



Claim for Progress Payment Demande de paiement progressif

If necessary, use form PWGSC-TPSGC 1112 to record detail costs
Si nécessaire, utiliser le formulaire PWGSC-TPSGC 1112 pour inscrire les coûts détaillés

Contractor's Name and Address Nom et adresse de l'entrepreneur	Claim No. N° de la demande	Date YYYY-MM-DD / AAAA-MM-JJ	Contract Price - Prix contractuel
	File No. - N° du dossier		Contract Serial No. N° de série du contrat
Contractor's Procurement Business Number (PBN) Numéro d'entreprise-approvisionnement (NEA) de l'entrepreneur		Financial Code(s) - Code(s) financier(s)	

Contractor's Report of Work Progress (if needed, use additional sheets)
Compte rendu de l'avancement des travaux par l'entrepreneur (si nécessaire, utiliser des feuilles supplémentaires)

Period of work covered by the claim Période des travaux visée par la demande ▶	Current Claim Demande courante		Previous Claims Demandes précédentes		Total to Date Total à date (A + B)
	(A)	Tax Rate Taux de taxe	(B)	Tax Rate Taux de taxe	
Description: (Expenditures must be claimed in accordance with the basis and/or method of payment of the contract) Description : (Les dépenses doivent être réclamées conformément à la base de paiement et (ou) à la méthode de paiement du contrat).		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
		%		%	
Contractor's GST No. N° de TPS de l'entrepreneur	Subtotal Sous-total				
Contractor's QST No. No. de TVQ de l'entrepreneur	Applicable taxes Taxes applicables				
	Total				
Less holdbacks on expenditures only (Applicable taxes excluded) Moins les retenues sur les dépenses uniquement (Taxes applicables en sus)					
Total Amount of Claim (including applicable taxes) Montant total de la demande (incluant les taxes applicables)					
Percentage of the work completed Pourcentage des travaux achevés	%	Current Claim Demande courante ▶	Amount due Montant dû		

Claim No.
N° de la demande

Contract Serial No.
N° de série du contrat

CERTIFICATE OF CONTRACTOR

I certify that:

- All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
- Indirect costs have been paid for or accrued in the accounts.
- Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
- All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
- All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
- No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.

Contractor's Signature - Signature de l'entrepreneur

Check the box if the claim is being made with respect to advance payment provisions included in the basis of payment of the contract.

☐

This claim, or a portion of this claim, is for an advance payment.

I certify that:

- The funds received will be used solely for the purpose of the contract and attached is a complete description of the purpose to which the advance payment will be applied.
- The amount of the payment is established in accordance with the conditions of the contract.
- The contractor is not in default of its obligations under the contract.
- The payment is related to an identifiable part of the contractual work.

Contractor's Signature - Signature de l'entrepreneur

CERTIFICATES OF DEPARTMENTAL REPRESENTATIVES

Scientific/Project/Inspection Authority: I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.

Inspection Authority (all other contracts): I certify that the quality of the work performed is in accordance with the standards required under the contract.

Signature of Scientific / Project / Inspection Authority
Signature de l'autorité scientifique ou responsable du projet / de l'inspection

PWGSC Contracting Authority: I certify that, to the best of my knowledge, the claim is consistent with the progress of the work and is in accordance with the contract. This claim, however, may be subject to further verification and any necessary adjustment before final settlement.

Contracting Authority Signature de l'autorité contractante

Client's Authorized Signing Officer - (must sign the interim claim): I certify that the claim is in accordance with the contract.

Client Signature du client

Client's Authorized Signing Officer - (must sign the final claim): I certify that all goods have been received and all services have been rendered, that the work has been properly performed and that the claim is in accordance with the contract.

Client Signature du client

ATTESTATION DE L'ENTREPRENEUR

J'atteste que :

- Toutes les autorisations exigées en vertu du contrat ont été obtenues. La demande correspond à l'avancement des travaux et est conforme au contrat.
- Les coûts indirects ont été réglés ou portés aux livres.
- Les matières directes et les travaux de sous-traitance ont été reçus, et le tout a été accepté et payé, ou encore porté aux livres après réception de factures envoyées par le fournisseur ou le sous-traitant; ces matières et ces travaux ont été ou seront utilisés exclusivement aux fins du contrat.
- Tous les coûts de la main-d'œuvre directe ont été réglés ou portés aux livres et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Tous les autres coûts indirects ont été réglés ou portés aux livres après réception des factures ou pièces justificatives pertinentes et tous ces coûts ont été engagés exclusivement aux fins du contrat.
- Il n'existe aucun privilège ni demande ou imputation à l'égard de ces travaux sauf ceux qui pourraient survenir par effet de la loi, notamment le privilège d'un entrepreneur non payé à l'égard duquel un paiement progressif et/ou un paiement anticipé a été ou sera effectué par le Canada.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Cocher la case si la demande est faite en rapport avec les dispositions relatives aux paiements anticipés qui se trouvent dans la base de paiement du contrat.

Cette demande, ou une partie de cette demande, est pour un paiement anticipé.

J'atteste que :

- Les fonds reçus ne serviront uniquement qu'aux fins du contrat; ci-joint est une description complète des fins auxquelles le paiement anticipé sera utilisé.
- Le montant du paiement est établi conformément aux conditions du contrat.
- L'entrepreneur n'a pas manqué à ses obligations en vertu du contrat.
- Le paiement porte sur une partie identifiable des travaux précisés dans le contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

ATTESTATIONS DES REPRÉSENTANTS DU MINISTÈRE

Autorité scientifique ou responsable du projet / de l'inspection :

J'atteste que les travaux sont conformes aux normes de qualité exigées en vertu du contrat et que leur avancement est conforme aux conditions du contrat.

Responsable de l'inspection (tous les autres contrats) : J'atteste que la qualité des travaux exécutés est conforme aux normes exigées en vertu du contrat.

Date (YYYY-MM-DD / AAAA-MM-JJ)

Autorité contractante de TPSGC : J'atteste, au meilleur de ma connaissance, que la demande correspond à l'avancement des travaux et est conforme au contrat. Toutefois, cette demande pourrait faire l'objet d'une autre vérification et de tout rajustement nécessaire avant le règlement final.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Signataire autorisé du client - (doit signer la demande provisoire) : J'atteste que la demande est conforme au contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)

Signataire autorisé du client - (doit signer la demande finale) : J'atteste que tous les biens ont été reçus, que tous les services ont été rendus, que tous les travaux ont été exécutés convenablement, et que la demande est conforme au contrat.

Title - Titre

Date (YYYY-MM-DD / AAAA-MM-JJ)