

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

Bid Receiving/Réception des
sousmissions

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

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

**REQUEST FOR STANDING
OFFER**

**DEMANDE D'OFFRES À
COMMANDES**

Offer to: Fisheries and Oceans
Canada

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

Offre aux : Pêches et Océans
Canada

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

Comments: - Commentaries :

Title – Sujet Request For Standing Offer For Petroleum Storage Tank Inspections		Date April 27 ,2018
Solicitation No. – N° de l'invitation F5211-170457		
Client Reference No. - No. de référence du client F5633-160005		
Solicitation Closes – L'invitation prend fin At /à : 14:00 AST (Atlantic Standard Time) HNE (heure normale de l'Est) On / le : June 6, 2018		
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Nancy Paquette A/Senior Contracting Officer Fisheries and Oceans Canada DFOtenders-soumissionsMPO@DFO-MPO.GC.CA		
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. 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)		
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Signature	Date	

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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:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

The purpose of this requirement is to award Regional Individual Standing Offers to provide specialized petroleum storage tank inspection services to Department of Fisheries and Oceans (DFO) Real Property Safety and Security (RPSS) Maritimes and Gulf Regions. This standing offer will be divided into five regions - Southern NS (1), Central NS (2), Cape Breton/Northern NS (3), Southern NB (4), and PEI (5). See Annex A-1 Division Map for the locations.

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

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

1.3 Security Requirements

There are no security requirements for this project.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

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

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

Please note that DFO prefers receipt of proposals in soft copy (PDF Format only) to the email address identified on page one of the solicitation. Emails must not exceed 10 MB (if over the limit Bidders are asked to send additional numbered emails) the onus is on the bidder to ensure that the bid is delivered on time to the location designated.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority **no later than fifteen (15) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province where the services are to be rendered.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (One (1) soft copy in PDF format via email)

Section II: Financial Offer (One (1) soft copy in PDF format via email)

Section III: Certifications (One (1) soft copy in PDF format via email)

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please see Attachment 1 to Part 4 for details.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price – Offer

SACC *Manual* Clause [M0222T](#) (2016-01-28), Evaluation of Price - Canadian/Foreign Offerors

4.2 Basis of Selection

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

For each contract area, compliant bidders will be ranked based on the lowest sum of the all-inclusive cost/inspection. Up to three (3) bidders may be selected for the issuance of a standing offer for each contract area, provided they meet all the Mandatory Criteria outlined in the Attachment 1 to Part 4. Contractors will be informed of their ranking upon award.

Standing Offers for multiple areas may be awarded to a single contractor.

ATTACHMENT 1 TO PART 4 - Evaluation Criteria

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

Bids will be evaluated based on the information provided in the proposal and the completed Buoy Contractor Profile.

The proponent may include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria Yes or No	Proposal Page No.
M1	The Bidder's proposed resource(s) assigned to respond to call-ups on this Standing Offer Agreement (SOA) must have at least 5 years experience in petroleum system inspections, including aboveground and underground, aviation, motive, and furnace/heating oil.		
M2	The Bidder's proposed resource(s) must be Level 1 Certified Petroleum Storage Tank Installers for the province being bid on. <i>(Proof of current certifications must be provided with the bid).</i>		
M3	The Bidder's proposed resource(s) and must have 1 year experience in inspecting CEPA - <i>Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations</i>		
M4	The Bidder must have a General Liability Insurance Policy in the minimum amount of one million dollars.		
M5	The Bidder's proposed resource(s) assigned to the project must have certified WHIMIS training. <i>(Proof of current certifications must be provided with the bid).</i>		
M6	Certified Installer must have completed at least two prescribed inspection forms based on two (2) prior storage tank system inspections which are similar in size and scope (or larger) to this Standing Offer requirement. Must be two different types of storage tanks (aviation, other motive, heating/furnace or waste oil tank). At least one must be CEPA regulated tank system. <i>(Provide copies of completed inspection forms)</i> The following information must be identified: <ul style="list-style-type: none"> a) Inspector name b) The name of the client organization (to whom the services were provided); c) The dates of the inspections d) A tank description including capacity and contents e) Vacuum gauge reading f) Any hardware replacements on the system if applicable g) If any leaks were present if applicable h) Any tests that you conducted on the system if applicable 		

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) (<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.

5.1.2 Additional Certifications Required with the Offer

Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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

YES () NO ()

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

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

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

Work Force Adjustment Directive

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

YES () NO ()

If so, the Offeror must provide the following information:

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

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

Signature

Date

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

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

5.2.1 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (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 Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.2.1 Status and Availability of Resources

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

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

Signature

Date

5.2.2.2 Education and Experience

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

Signature

Date

5.2.2.3 Offeror's Representative

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

5.2.2.4 Supplementary Offeror Information

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

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

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

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

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

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

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

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

Signature

Print Name of Signatory

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements for this project.

6.2 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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) (<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 \(2017-06-21\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled " ANNEX E – Standing Offer Reporting ". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from award of Standing Offer to March 31, 2020 inclusive.

7.4.2 Extension of Standing Offer

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 10 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at ANNEX "A-2" Locations of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

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

7.5.2 Project Authority (Named at Award of Standing Offer)

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 (Named at Award of Standing Offer)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Fax: _____
E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

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

7.8 Call-up Procedures - Right of First Refusal

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

7.8.1.1 The Project Authority will provide the Offeror with the following information **in writing**:

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

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

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

7.8.1.4 Standing offers are not a guarantee of business and Fisheries and Oceans Canada is not obligated to use these services.

Call-ups (contracts) will be issued first to those contractors that ranked #1 for the contract area. Should the 1st ranked contractor be unable to meet the requirement, the contractor ranked #2 would be offered the call-up. Should the 2nd ranked contractor be unable to meet the requirement the contractor ranked #3 would be offered the call-up. The Project Authority will contact the contractor giving, 7 calendar days to either accept or decline the call-up. If a response is not received during this time the Project Authority will contact the 2nd ranked contractor. & calendar days will again be giving to respond. If a response is not received during this time the Project Authority will contact the 3rd ranked contractor. **(All communication, acceptance or decline of a call-up, MUST be provided in writing.)**

A Call-up against a Standing Offer is an acceptance of the offer to the extent of the services being ordered, and also serves as notification to the Contractor, detailing the required services. A separate contract is entered into each time a call-up is made against the Standing Offer. Call-ups for work against a Standing Offer will be authorized by the Project Authority.

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

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using a Purchase Order Form PWGSC-TPSGC 942.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer processed by the Project Authority must not exceed \$ 15,000.00 (Applicable taxes included).

Individual call-ups against the Standing Offer exceeding \$ 15,000.00 (Applicable taxes included) will be processed by the Standing Offer Authority up to the financial limitation.

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ 270,000.00 (Applicable Taxes excluded)** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.13 Certifications 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.

7.13.2 Licensing

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. The Contractor is responsible to provide a copy of any such permit, license or certificate to the Contracting Officer and the RPSS finance clerk annually. **(Named at Award of Standing Offer)**

7.13.3 Trade Qualifications

The Contractor must use qualified, certified (if applicable) and competent tradespeople and supervision to ensure a uniform high level of workmanship. The Inspection Authority may request to view and record details of the certification and/or qualifications held by the Contractors tradespeople. This request should not be unduly exercised but only to ensure qualified tradespeople are on the job.

7.13.4 Status and Availability of Resources

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

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

7.14 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 _____. (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.15 Insurance – Specific Requirements

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

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

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

7.16 SACC Manual Clauses

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation
SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations

SACC Manual clause [B6802C](#) (2007-11-30) Government Property
SACC Manual clause [A9019C](#) (2011-05-16) Hazardous Waste Disposal
SACC Manual clause [D3015C](#) (2014-09-25) Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C \(2016-04-04\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

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

7.3.1 Delivery Date

Delivery 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

Payment to the Contractor shall be made upon completion of work to the satisfaction of the Departmental Representative and upon submission of an invoice. Payment will be made for costs reasonably and properly incurred in the performance of the work, in accordance with Annex B and the Statement of Work.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Multiple Payments

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

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

7.6 Invoicing Instructions

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

Email: DFO.invoicing-facturation.MPO@canada.ca

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 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

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation
SACC Manual clause [A9068C](#) (2010-01-11) Government Site Regulations
SACC Manual clause [B6802C](#) (2007-11-30) Government Property
SACC Manual clause [A9019C](#) (2011-05-16) Hazardous Waste Disposal
SACC Manual clause [D3014C](#) (2007-11-30) Transportation of Dangerous Goods/Hazardous Products
SACC Manual clause [D3015C](#) (2014-09-25) Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

ANNEX "A" STATEMENT OF WORK

TITLE: STANDING OFFER AGREEMENT for Petroleum Storage Tank Inspections

DURATION: Date of award to March 31, 2019

Her Majesty has the "Option to Renew" for the periods:

April 1, 2019 to March 31, 2020

April 1, 2020 to March 31, 2021

The decision by the Project Authority, as to whether or not to exercise the "Option to Renew" will be dependent on operational requirements and satisfactory performance of the Contractors awarded the Standing Offers for the period effective date.

PURPOSE:

The purpose of this requirement is to award Regional Individual Standing Offers to provide specialized petroleum storage tank inspection services to Department of Fisheries and Oceans (DFO) Real Property Safety and Security (RPSS) Maritimes and Gulf Regions.

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.

RPSS owns and or operates numerous facilities in the Maritimes and Gulf regions including search and rescue stations, biodiversity facilities, aviation sites, transmitter sites and lighthouses that store petroleum products and allied petroleum products. The headquarters for RPSS Maritimes Region is in Dartmouth, Nova Scotia and the headquarters for RPSS Gulf Region is Moncton, New Brunswick. In the Maritimes Region, under RPSS, DFO has 37 sites with 33 regulated petroleum storage tank systems and 34 unregulated systems. In the Gulf region DFO has 9 sites with 14 regulated petroleum storage tank systems and 12 unregulated systems. The sites include both underground and above ground storage tank systems that store motive fuels (aviation, zodiac, other vehicle), waste oil, furnace oil and fuel for emergency generators.

In accordance with DFO's Environmental Policy for Sustainable Operations, RPSS must observe and adhere to strict compliance with all applicable laws. 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)
- 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 B139

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 storage tank inspections. Depending on the type of inspection, and the type of storage tank, inspections may be semiannual, annual, or once every five years. Storage tank systems may be aviation, other motive, heating/furnace or waste oil tank.

SERVICES REQUIRED:

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

1. Undertake storage tank hardware site inspections and preparation of technical reports as requested by DFO Project Authority 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. The inspections may include completing a form provided by RPSS and/or providing a report. Inspections may also include specific tests such as sediment testing and bottom water testing. Pictures representing the existing conditions of the tanks when inspected will have to be submitted to the Project Authority via USB.
2. Completing fuel filter and gasket replacements as well as other hardware replacements as required.
3. Prepare various technical reports for system inspections and testing and signed off by appropriate professional personnel.

DELIVERABLES:

Depend on services required listed above.

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

LEVEL OF EFFORT

The Crown reserves the right to issue more than one Standing Offers.

This standing offer will be divided into five regions - Southern NS (1), Central NS (2), Cape Breton/Northern NS (3), Southern NB (4), and PEI (5). See Annex A-2 for exact locations.

CLAUSES:

Potential Utilization:

This Standing Offer is subject to the condition that Her Majesty is not obliged to accept or purchase any quantity whatsoever or any specified quantity of services set out herein. Her Majesty shall have the right to purchase only such services as have been actually requisitioned. The Contractor understands and acknowledges that the estimated expenditure specified is an estimate only, constituting an approximation made in good faith of the potential requirements of the department and that such estimate expresses or implies no obligation on the part of Her Majesty to accept or purchase any such services or any services whatsoever.

It is understood and agreed that:

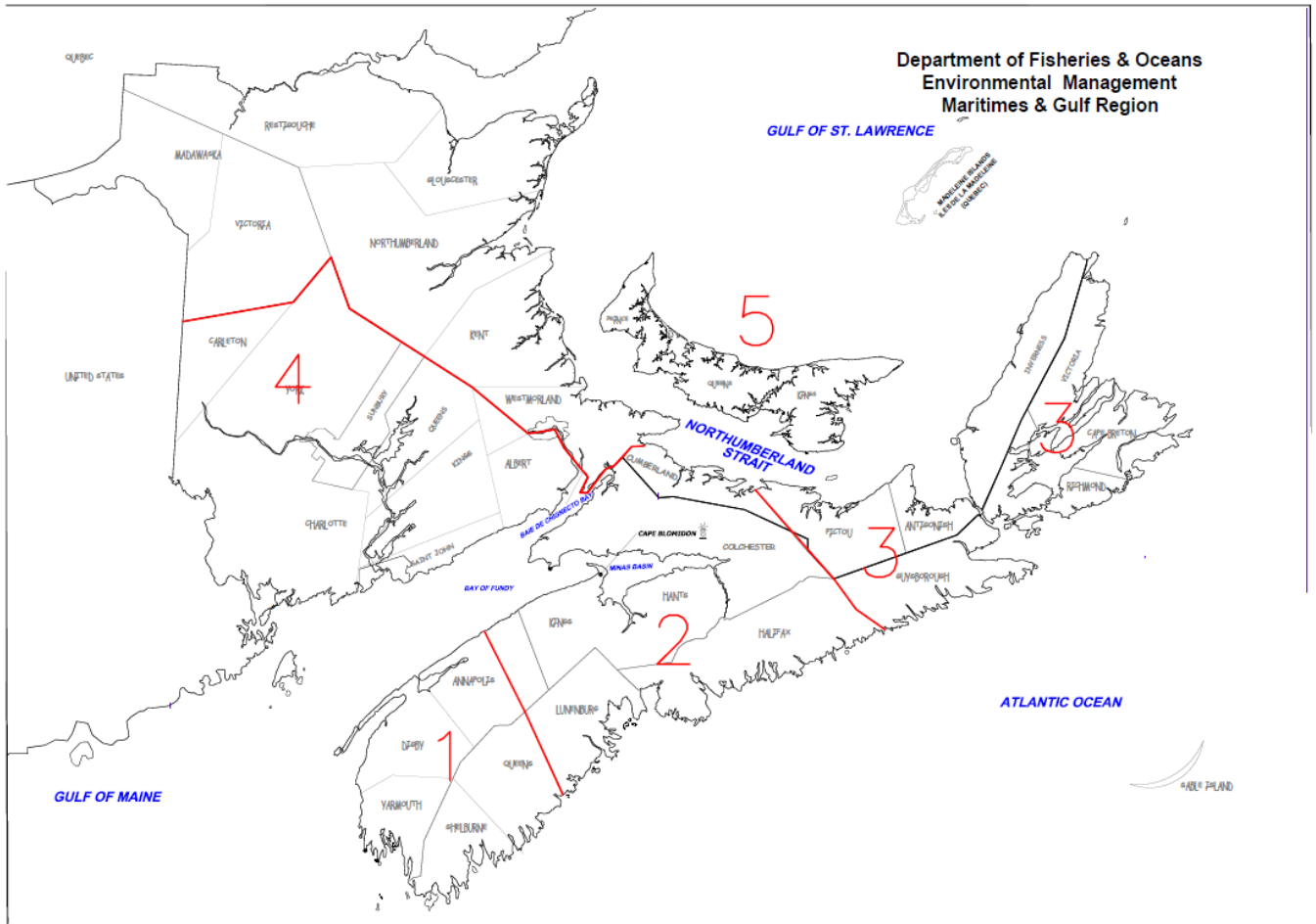
A call-up against a Standing Offer shall form a contract only for those services which have been called-up, provided always that such call-up is made in accordance with the provisions of the Standing Offer.

Canada's liability shall be limited to that which arises from call-ups against the offer, made within the period specified in the Standing Offer.

Status of Contractor:

This is a Standing Offer for 'Services', and for the performance of the Work. The Contractor is engaged as an independent Certified Installer for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of Canada. The Contractor agrees to be solely responsible for any and all deductions and remittances required to be made, including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income tax.

ANNEX "A-1" Division Map



ANNEX "A-2 " Locations

Area 1 – Southern Nova Scotia

Site Name	Location	Tank systems (regulated/non-regulated)
Western Head	Western Head, NS	1 regulated, 1 non-regulated
West Head/Clarks Harbour SAR	Clarks Harbour, NS	1 regulated
Westport SAR	Brier Island, NS	1 regulated, 1 non-regulated

Area 2 – Central Nova Scotia

Site Name	Location	Tank systems (regulated/non-regulated)
Shearwater	Dartmouth, NS	4 regulated, 1 non-regulated
Bedford institute of oceanography (BIO)	Dartmouth, NS	5 regulated, 2 non-regulated
Mahone Bay	Mahone Bay, NS	1 regulated

Area 3 – Cape Breton/Northern, Nova Scotia

Site Name	Location	Tank systems (regulated/non-regulated)
Canso Canal	Port Hawkesbury, NS	2 regulated, 1 non-regulated
Coast Guard College	Sydney, NS	8 regulated, 4 non-regulated
Sydney Area Office	Sydney, NS	1 regulated
Louisbourg SAR Station	Louisbourg, NS	1 regulated
Port Bickerton SAR	Port Bickerton, NS	2 regulated

Area 4 – Southern New-Brunswick

Site Name	Location	Tank systems (regulated/non-regulated)
Machias	Machias, NB	1 regulated
Southwest Head	Southwest Head, NB	1 regulated
Saint John CCG Base	Saint John, NB	3 regulated, 1 non-regulated
Courtenay Bay SAR	Saint John, NB	1 regulated, 1 non-regulated
St. Andrews Biological Station	St. Andrews, NB	8 regulated, 4 non-regulated

Area 5 – Prince Edward Island

Site Name	Location	Tank systems (regulated/non-regulated)
Charlottetown Hanger	Charlottetown, PEI	3 regulated

ANNEX "A-3" DFO Maritimes Petroleum Storage Tank Inspection Form

DFO Maritimes Petroleum Storage Tank Inspection Form

Location: _____ Date: _____

EC Tank Identification Number on system (y/n): Number: _____

Inspector Name (please print): _____

Inspector Signature: _____

General inspection tasks:	Completed (y/n)
With pressure at the nozzle visually inspect for leaks in the fuelling system	<input type="checkbox"/>
Check for accuracy of pressure gauges monitoring fuel pressure at filter vessels	<input type="checkbox"/>
Clean and inspect fuel dispenser pumps, screens and retainers	<input type="checkbox"/>
Inspect fuel valves, hoses and meters for leaks and correct operation	<input type="checkbox"/>
Inspect nozzles for condition, leaks and operation	<input type="checkbox"/>
Inspect hoses for condition (abrasions, leaks blisters, twists, etc.)	<input type="checkbox"/>
Vacuum gauge checked for condition and operation	<input type="checkbox"/>
Vacuum gauge reading: _____	
Replace all fuel filters, elements, separators and gaskets (as specified in the contract)	<input type="checkbox"/>
Dip tanks for water	<input type="checkbox"/>

List replaced parts here (filters, gaskets etc.)

Comments for above inspection tasks:

Presence/absence of water; thickness

Piping and transfer areas:	
Are there any signs of leaks y/n: <input type="checkbox"/> (All leaks must be reported immediately)	y/n <input type="checkbox"/>
Spill containment box cover, locked and in good condition	<input type="checkbox"/>
Spill box interior inspected and found clean of debris and product	<input type="checkbox"/>
Dispenser sumps - Water or product present	<input type="checkbox"/>
Vent whistle (or other overflow prevention device) inspected and operational	<input type="checkbox"/>
Emergency shut-off device shut down power to dispensing system	<input type="checkbox"/>
Vent pipe and cap present	<input type="checkbox"/>
Positive closing device on fill pipe present	<input type="checkbox"/>
Dispenser hose retractor(s) tested and operational	<input type="checkbox"/>
Condition (good/fair/poor) <input type="checkbox"/> (Please comment if anything other than good)	

Piping and transfer area comments:

Location: _____ Date: _____

Inspector Signature: _____

Signage:	y/n
Tank contents and capacity sign present and accurate:	<input type="checkbox"/>
Emergency Number, no smoking, turn off engines, etc. as required:	<input type="checkbox"/>
sign indicating location of MSDS and Emergency plan present:	<input type="checkbox"/>
(if not located on site)	
Signage comments:	
<hr/> <hr/> <hr/>	

Tank and surrounding area:	y/n
Is there any evidence of leaks or spills	<input type="checkbox"/>
Tank area is accessible and free from vegetation, debris, flammables, and combustibles:	<input type="checkbox"/>
Traffic protection system in place and in good condition y/n :	<input type="checkbox"/>
Dispenser sumps - Water or product present:	<input type="checkbox"/>
Fire extinguishers (present and up to date) Also note quantity present.	<input type="checkbox"/> # _____
Spill response Kit available and stocked	<input type="checkbox"/>
Product Transfer Area in good condition	<input type="checkbox"/>
Condition of tank Coating (good/fair/poor):	<input type="checkbox"/> (comment on any rust or deterioration)
Tank and surrounding area comments:	
<hr/> <hr/> <hr/> <hr/>	

Other comments or recommendations:
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Please include colour photographs (electronic files are preferred to prints) showing condition of major components
If spill occurs call Coast Guard Operations center (24 hours) 1-800-565-1633

ANNEX "B" PRICING AND BASIS OF PAYMENT

Pricing and Basis of Payment

For the provision of all professional services, including all associated costs necessary to carry out the required work

****NOTE****

* If the Contractor does not fill in and complete the costing information for all years it will be assumed that the price given for the initial year of the contract will be the price associated for all years of the contract.

**Bidders to fill out only for the Area they are submitting pricing for.

AREA 1- Southern Nova Scotia						
Site Name	Location	Tank systems (regulated/non-regulated)	All-inclusive per Inspection Cost Initial Contract Period – Contract award to March 31, 2019	All-inclusive per Inspection Cost Option Year 1- April1, 2019 to March 31, 2020	All-inclusive per Inspection Cost Option Year 2- April 1, 2020 to March 31, 2021	
Western Head	Western Head, NS	1 regulated, 1 non-regulated	\$_____	\$_____	\$_____	
West Head/Clarks Harbour SAR	Clarks Harbour, NS	1 regulated	\$_____	\$_____	\$_____	
Westport SAR	Brier Island, NS	1 regulated, 1 non-regulated	\$_____	\$_____	\$_____	
Total Area 1			\$_____ (A)	\$_____ (B)	\$_____ (C)	D= A+B+C \$_____

1	Allowance for completing fuel filter and gasket replacements as well as other hardware replacements as required. (\$ 10,000.00 + 20 % markup =)	\$ 10,200.00
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AREA 2 – Central Nova Scotia						
Site Name	Location	Tank systems (regulated/non-regulated)	All-inclusive per Inspection Cost Initial Contract Period – Contract award to March 31, 2019	All-inclusive per Inspection Cost Option Year 1- April1, 2019 to March 31, 2020	All-inclusive per Inspection Cost Option Year 2- April 1, 2020 to March 31, 2021	
Shearwater	Dartmouth, NS	4 regulated, 1 non-regulated	\$ _____	\$ _____	\$ _____	
Bedford institute of oceanography (BIO)	Dartmouth, NS	5 regulated, 2 non-regulated	\$ _____	\$ _____	\$ _____	
Mahone Bay	Mahone Bay, NS	1 regulated	\$ _____	\$ _____	\$ _____	
Total Area 2			\$ _____ (A)	\$ _____ (B)	\$ _____ (C)	D= A+B+C \$ _____

1	Allowance for completing fuel filter and gasket replacements as well as other hardware replacements as required. (\$ 10,000.00 + 20 % markup =)	\$ 10,200.00
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AREA 3 – Cape Breton/Northern, Nova Scotia						
Site Name	Location	Tank systems (regulated/non-regulated)	All-inclusive per Inspection Cost Initial Contract Period – Contract award to March 31, 2019	All-inclusive per Inspection Cost Option Year 1- April 1, 2019 to March 31, 2020	All-inclusive per Inspection Cost Option Year 2- April 1, 2020 to March 31, 2021	
Canso Canal	Port Hawkesbury, NS	2 regulated, 1 non-regulated	\$ _____	\$ _____	\$ _____	
Coast Guard College	Sydney, NS	8 regulated, 4 non-regulated	\$ _____	\$ _____	\$ _____	
Sydney Area Office	Sydney, NS	1 regulated	\$ _____	\$ _____	\$ _____	
Louisbourg SAR Station	Louisbourg, NS	1 regulated	\$ _____	\$ _____	\$ _____	
Port Bickerton SAR	Port Bickerton, NS	2 regulated	\$ _____	\$ _____	\$ _____	
Total Area 3			\$ _____ (A)	\$ _____ (B)	\$ _____ (C)	D= A+B+C \$ _____

1	Allowance for completing fuel filter and gasket replacements as well as other hardware replacements as required. (\$ 10,000.00 + 20 % markup =)	\$ 10,200.00
---	---	--------------

AREA 4 –Southern New-Brunswick						
Site Name	Location	Tank systems (regulated/non-regulated)	All-inclusive per Inspection Cost Initial Contract Period – Contract award to March 31, 2019	All-inclusive per Inspection Cost Option Year 1- April1, 2019 to March 31, 2020	All-inclusive per Inspection Cost Option Year 2- April 1, 2020 to March 31, 2021	
Machias	Machias, NB	1 regulated	\$ _____	\$ _____	\$ _____	
Southwest Head	Southwest Head, NB	1 regulated	\$ _____	\$ _____	\$ _____	
Saint John CCG Base	Saint John, NB	3 regulated, 1 non-regulated	\$ _____	\$ _____	\$ _____	
Courtenay Bay SAR	Saint John, NB	1 regulated, 1 non-regulated	\$ _____	\$ _____	\$ _____	
St. Andrews Biological Station	St. Andrews, NB	8 regulated, 4 non-regulated	\$ _____	\$ _____	\$ _____	
Total Area 4			\$ _____ (A)	\$ _____ (B)	\$ _____ (C)	D= A+B+C \$ _____

1	Allowance for completing fuel filter and gasket replacements as well as other hardware replacements as required. (\$ 10,000.00 + 20 % markup =)	\$ 10,200.00
---	---	--------------

AREA 5 – Prince Edward Island						
Site Name	Location	Tank systems (regulated/non-regulated)	All-inclusive Inspection Cost Initial Contract Period – Contract award to March 31, 2019	All-inclusive Inspection Cost Option Year 1- April1, 2019 to March 31, 2020	All-inclusive Inspection Cost Option Year 2- April 1, 2020 to March 31, 2021	
Charlottetown Hanger	Charlottetown, PEI	3 regulated	\$ _____	\$ _____	\$ _____	
Total Area 5			\$ _____ (A)	\$ _____ (B)	\$ _____ (C)	D= A+B+C \$ _____

1	Allowance for completing fuel filter and gasket replacements as well as other hardware replacements as required. (\$ 10,000.00 + 20 % markup =)	\$ 10,200.00
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For evaluation purposes the evaluated the sum of all-inclusive per inspection cost will be calculated as follows:

Area	Initial Standing Offer Period (D)	1 st Option Year (D)	2nd Option Year (D)	Total Evaluated Price
Area 1	\$ _____	\$ _____	\$ _____	\$ _____
Area 2	\$ _____	\$ _____	\$ _____	\$ _____
Area 3	\$ _____	\$ _____	\$ _____	\$ _____
Area 4	\$ _____	\$ _____	\$ _____	\$ _____
Area 5	\$ _____	\$ _____	\$ _____	\$ _____

ANNEX "C" SECURITY REQUIREMENT CHECKLIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat F5633-16005 Contract F5211-170457
Security Classification / Classification de sécurité

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

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

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PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

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

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

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

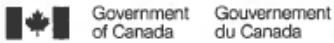
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat F5633-160005 Contract F5211-170457
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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

ANNEX "D" INSURANCE REQUIREMENTS

Environmental Impairment Liability Insurance

1. The Contractor must obtain Type 3: "Storage Tank Third Party 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 accident or occurrence and in the annual aggregate.
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.
3. The Type 3: "Storage Tank Third Party 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: 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.
 - d. 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.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. 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.

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.
 - 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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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.

ANNEX E – STANDING OFFER REPORTING

Sample Report:

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