



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

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

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL**

**DEMANDE DE PROPOSITION**

Proposal 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition 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 et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

<b>Title – Sujet</b> Petroleum Engineering and Technical Services		<b>Date</b> June 27, 2018
<b>Solicitation No. – N° de l'invitation</b> F5211-170456		
<b>Client Reference No. - No. de référence du client</b> F5633-160006		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à :</b> 2:00 pm ADT(Atlantic Daylight Time) <b>On / le :</b> Tuesday August 7, 2018		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Morgan Marchand Senior Contracting Officer <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		

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

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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, the Federal Contractors Program for Employment Equity - Certification 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 engineering and technical services to Department of Fisheries and Oceans (DFO) **Real Property Safety and Security (RPSS)** Maritimes and Gulf Regions.

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 is no security requirement applicable to the Standing Offer.

### 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.

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## 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.

### 2.2 Submission of Offers

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

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

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **eight (8)** 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 Nova Scotia.

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

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## 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)

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

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

**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.**

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 in the preparation of their offer: *Use a numbering system that corresponds to that of the Request for Standing Offers.*

#### **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 and additional information required under Part 5.

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

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

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

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

#### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Please see Annex "D" Evaluation Criteria

##### 4.1.1.2 Point Rated Technical Criteria

Please see Annex "D" Evaluation Criteria

#### 4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. Obtain the required minimum of **66 points** overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of **83 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **80 %** for the technical merit and **20 %** for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of **80 %**.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of **20 %**.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the

highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	<b>Pricing Score</b>	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20.00$
<b>Combined Rating</b>		84.51	70.74	74.52
<b>Overall Rating</b>		<b>1st</b>	<b>3rd</b>	<b>2nd</b>



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## 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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](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](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.

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

### 5.2.3.1 Status and Availability of Resources

SACC Manual clause [M3020T](#) (2016-01-28) Status and Availability of Resources

## 5.3 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.

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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.

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Signature

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Date

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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

### 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 "E".

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

#### A7.1 Offer

**A7.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### A7.2 Security Requirements

**A7.2.1** There is no security requirement applicable to the Standing Offer.

#### A7.3 Standard Clauses and Conditions

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

##### A7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### A7.4 Term of Standing Offer

##### A7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Standing offer award to June 30, 2019.

##### A7.4.2 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) periods, from July 1, 2019 to June 30, 2020, and from July 1, 2020 to June 30, 2021 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### A7.4.3 Delivery Points

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

### A7.5 Authorities

#### A7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Morgan Marchand  
 Title: Senior Contracting Officer  
 Department of Fisheries and Oceans  
 Directorate: Material and Procurement Services  
 Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
 Telephone: 506-452-3660  
 E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

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

#### A7.5.2 Project Authority *(to be inserted at standing offer award)*

The Project Authority for the Standing Offer is:

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

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

#### A7.5.3 Offeror's Representative *(to be inserted at standing offer award)*

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

## **A7.6 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.

## **A7.7 Identified Users**

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

## **A7.8 Call-up Procedures**

A7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

A7.8.1.1 The Technical Authority will provide the Offeror with the following information:

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

A7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Appendix "#B"

A7.8.1.3 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.

A Call-up against a Standing Offer is an acceptance of the offer to the extent of the services being ordered, and also services 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.

A7.8.2 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.

## **A7.9 Call-up Instrument**

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

## **A7.10 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

## A7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 70,000.00 annually (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 1(one) month 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.

## A7.12 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 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity)
- e) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex E, Insurance Requirements;
- g) 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*).

## A7.13 Certifications and Additional Information

### A7.13.1 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.

### A7.13.2 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)**

### **A7.13.3 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.

### **A7.13.4 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.

### **A7.14 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*).

### **A7.15 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.

### B7.1 Statement of Work

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

### B7.2 Standard Clauses and Conditions

#### B7.2.1 General Conditions

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

### B7.3 Term of Contract

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

### B7.4 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.

### B7.5 Payment

#### B7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in in Annex "B" for a cost of \$ \_\_\_\_\_ (*insert the amount at standing offer award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

#### B7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (*insert the amount at standing offer 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.

### **B7.5.3 Travel Status Time**

Travel Status Time will be limited to 50% of the hourly rate calculated by dividing the proposed firm all-inclusive per diem divided by 7.5.

Time spent by a contracted individual traveling to and from specific pre-authorized work assignments (not commuting) that are more than 100 kilometers from the individual's work location may be billed at 50% of the firm per diem rate. Time for travel which is more or less than a day shall be prorated to reflect actual time for travel in accordance with the following formula:

$$\frac{\text{Hours of travel} \times 50\% \text{ of firm all-inclusive per diem rate}}{7.5 \text{ hours}}$$

### **Travel and Living Expenses - National Joint Council Travel Directive**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

Total Estimated Cost - Limitation of Expenditure: **\$ 4,000.00** (Applicable Taxes extra).

### **B7.5.4 Monthly Payments**

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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.

### **B7.5.5 SACC Manual Clauses**

SACC Manual clause C2000C (2007-11-30) Taxes - Foreign-based Contractor

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**B7.5.6 Electronic Payment of Invoices – Call-up**

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

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

**B7.6 Invoicing Instructions**

Payments will be made provided that:

B7.6.1 The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: [DFOinvoicing-MPOfacturation@canada.gc.ca](mailto:DFOinvoicing-MPOfacturation@canada.gc.ca)

**B7.7 Insurance Requirements**

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

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## ANNEX "A" STATEMENT OF WORK

### 1.0 TITLE: Petroleum Engineering and Technical Services

### 2.0 PURPOSE:

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

### 3.0 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, 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***.

2.1 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 tank upgrades, replacements and removals. RPSS Maritimes and Gulf expects to be working on an on-going basis with a petroleum engineering consultant to provide technical support to ensure compliance with the latest regulations, codes, industry standards and construction/installation practices.

### **3.0 SERVICES REQUIRED:**

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

1. Provide technical advice, recommendations, proposals, tender-ready specifications, construction drawings and cost estimates for the installation, operation, expansion, modification, removal and/or decommissioning of storage tank systems (petroleum or allied petroleum products) to DFO staff throughout the Maritimes and Gulf Regions.
2. Provide on-going specialist advice to DFO staff with respect to day-to-day operational and technical issues, as required.
3. Review on behalf of DFO, technical proposals and engineering drawings received from suppliers for the installation and /or major upgrades to fuel delivery and storage systems on DFO properties in terms of compliance to applicable regulations, codes and standards. This involves discussions with proponents on behalf of DFO with respect to technical compliance as well as the recommendation to DFO for the acceptance and/or rejection of technical proposals or drawings.
4. Prepare digital auto-cad engineering construction and as-built drawings of proposed storage tank systems meeting all applicable regulations, codes and standards, which must be signed off and stamped by a licensed professional engineer.
5. Provide consulting services during project tendering and construction phases including: technical support during tendering, review of shop drawings, project start up meetings, and completion of substation completion reviews.

### **4.0 DELIVERABLES:**

**Depend on services required listed above.**

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

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

### **5.0 LEVEL OF EFFORT**

The Crown reserves the right to issue more than one Standing Offers. If Standing Offers are issued to more than one firm, an attempt will be made to maintain, as close as possible, a ratio of 75% in terms of call up value to the highest ranked offeror and 25% to the second highest ranked offeror. The intention is to award two (2) standing offers.

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**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 Contractor 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.*

**Security Status**

The contractor and/or its employees MUST NOT have access to PROTECTED and/or CLASSIFIED information or assets.

The contractor and/or its employees MUST NOT have unescorted access to Fisheries and Oceans Canada facilities, vessels and/or restricted access areas. The Contractor must therefore contact the DFO Project Authority prior to commencement of work to ensure that necessary steps are taken to ensure security.

The contractor and/or its employees MUST NOT remove any PROTECTED and/or CLASSIFIED information or assets from the identified work site(s).

**ANNEX "B" BASIS OF PAYMENT**

Your bid submission must include prices for the following three (3) fiscal years 2017/18, 2018/19 and 2019/2020

**NOTE:** Pricing to include all applicable benefits, overhead and mark-up for profit.

**Contract award to June 30, 2019**

<b>Team Member</b>	<b>Experience</b>	<b>Hourly Rate</b>
Project Manager	Minimum 10 years	
Project Engineer	Minimum 10 years	
Engineering Technologist	Minimum 5 years	
CAD Operator	--	

**Option Period 1: July 1, 2019 to June 30, 2020**

<b>Team Member</b>	<b>Experience</b>	<b>Hourly Rate</b>
Project Manager	Minimum 10 years	
Project Engineer	Minimum 10 years	
Engineering Technologist	Minimum 5 years	
CAD Operator	--	

**Option Period 2: July 1, 2020 to June 30, 2021**

<b>Team Member</b>	<b>Experience</b>	<b>Hourly Rate</b>
Project Manager	Minimum 10 years	
Project Engineer	Minimum 10 years	
Engineering Technologist	Minimum 5 years	
CAD Operator	--	

**Travel**

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, in accordance with Contract Cost Principles 1031-2, with no allowance for profit and/or administrative overhead. All payments are subject to government audit.

Solicitation No. - N° de l'invitation

F5211-170456

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

F5633-160006

Amd. No. - N° de la modif.

File No. - N° du dossier  
F52211-170456

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

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I/we acknowledge that the internal cost for quality assurance and control purposes associated with the review of proposals, processes, reports etc. or for any other purpose whatsoever will not be an eligible expense under the terms and conditions of this Standing Offer.

All applicable taxes are to be shown separately.

I/we hereby offer to Her Majesty the Queen in Right of Canada, as represented by DFO, to furnish all necessary labour, materials, and other things, necessary to execute in a careful and workmanlike manner, the services described in the Statement of Requirement.

I/we have informed ourselves of, and will comply with, the conditions relating to the services to be performed and are thoroughly familiar with statement of work and all terms and conditions in this tender document.

Company Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: (bus) \_\_\_\_\_ (cell) \_\_\_\_\_

Fax. No.: \_\_\_\_\_

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

Business No.: \_\_\_\_\_

**Name and title of person authorized to sign on behalf of the Contractor:**

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

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_



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**ANNEX "C" ELECTRONIC PAYMENT INSTRUMENTS**

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

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

## ANNEX "D" TECHNICAL EVALUATION CRITERIA

### MANDATORY REQUIREMENTS:

Proposals submitted for this requirement **must clearly demonstrate** that the Bidder meets all of the Mandatory Criteria. Failure to demonstrate this will result in the Proposal being deemed NON-COMPLIANT and given no further consideration.

**For the Bidder's examples and for each of the proposed resources**, experience is to be used to demonstrate compliancy and should include the following information:

- The client organization;
- The dates/duration of the project;
- A description of the project, including the scope and elements of the framework, and the results/outcomes of the work undertaken by the proposed resources;
- A description of the activities performed by the proposed resources; and
- The name and contact information of the client Project Authority.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	The Project Manager and Project Engineer assigned to respond to call-ups on this Standing Offer Agreement (SOA) <b>must</b> have at least 120 months of relevant and practical experience in petroleum system design, including: <ul style="list-style-type: none"> <li>a. aboveground and underground design standards</li> <li>b. construction practices and;</li> <li>c. inspection procedures</li> </ul>		
M2	Engineering Technologist / Technician <b>must</b> have at least 60 months of experience in conducting field inspections of petroleum storage tank systems. Each proposal must demonstrate knowledge of applicable regulations, codes and standards as they apply on federally owned and locally properties.		
M3	The Project Manager and Project Engineer <b>must</b> have demonstrated experience in all aspects of the CEPA - <i>Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations</i> particularly with respect to the installation and the removal/decommissioning of petroleum storage tank systems on federal property (refer to Technical Evaluation – Relevant Experience).		
M4	The Project Engineer <b>must</b> be registered and eligible for registration as a Professional Engineer in the Provinces of NS, NB or PEI. <b>*Must</b> provide their certification or stamp number.		
M5	The Project Engineer or Engineering Technologist / Technician <b>must</b> have completed (and received certification) for a Petroleum System Installer's course. <b>*Must</b> provide their certification or stamp number.		
M6	The Firm <b>must</b> have a General Liability Insurance Policy in the minimum amount of one million dollars. ( <b>Must</b> provide proof of insurance)		
M7	The Firm <b>must</b> provide confirmation that they are a member in good standing of Joint Stocks or body of incorporation for their Province of incorporation. <b>**A letter confirming this must be provided</b>		
M8	The Project Engineer and Engineering Technologist / Technician assigned to the project <b>must</b> have valid certified WHIMIS training. <b>*Must</b> provide certificate		
M9	Bidder <b>must</b> provide a description of Bidder's resources including management structure and organization, as well as its ancillary resources that are relevant and available.		
M10	Bidder <b>must</b> provide a letter of good standing with the Worker's Compensation Commission.		

### ***Evaluation Criteria and Selection Method***

To be considered responsive, proposals must provide all of the information requested in the manner requested in the SOW. The information must be concise, accurate and consistent.

For proposals achieving a passing grade (80%) on the technical evaluation, cost proposals will be opened and evaluated.

Each proposal (technical plus cost) will be assigned a final score (out of 100) as follows:  
Technical evaluation will contribute 80% to the final score.

Cost will contribute 20% to the final score. Cost score will be calculated based on a comparison of hourly rates for the following key personnel who will be available to carry out projects in a team environment:

**Project Manager, Project Engineer, Engineering Technologist / Technician and CAD Operator**

### **Technical Evaluation**

Each offer will be evaluated against the criteria listed below. It is recommended that Bidder address these criteria in order and in sufficient depth so as to indicate a clear understanding of the requirements and the services to be provided as detailed above. The Technical Proposal should be clear and concise and must address separately all of the points that are subject to the mandatory requirements. Proposal should address all other relevant criteria in sufficient depth and in the order presented in the Statement of Work. The proposal will be evaluated solely on its content. Simply repeating the statement contained in the Statement of Work is not sufficient; the proposal must explain and demonstrate how the Bidder understands and will carry out the work requirements.

Point Rated Criterion	Point Allocation	Maximum Points Available	Bid Reference
<p><b>R.1 Understanding the Requirements and Methodology in Providing Services:</b> A clear proposal indicating that the Bidder understands the scope of services and the way they are to be delivered.</p> <p><u>This should include:</u></p> <ul style="list-style-type: none"> <li>• A complete suite of services offered to meet the requirements of the Scope of Work including any ancillary services that maybe outside those offered by key personnel.</li> <li>• A description of the Bidder's approach to delivery of services and how approach demonstrates understanding of the RPSS program.</li> <li>• A demonstrated knowledge of applicable regulations, codes, and standards and particularly as they apply on federal owned properties.</li> <li>• How projects will be delivered using a collaborative approach within a team environment.</li> </ul>	<p><b>0 pts - Non responsive</b> Did not submit information to be evaluated</p> <p><b>5 pts- Poor</b> Insufficient detail to evaluate whether the bidder is able to meet the requirement</p> <p><b>10 pts- Average</b> Descriptions are provided but do not fully satisfy the requirement</p> <p><b>15 pts - Satisfies</b> Descriptions satisfy the requirements</p>	<p><b>15 points</b></p>	

R.2	<p><b>Relevant Experience:</b></p> <p>Bidder should provide a clear indication of the Bidder's relevant experience and proven ability to complete similar assignments on time and within budget. This must include:</p> <ul style="list-style-type: none"> <li>• Details for three (3) prior projects which are similar in size and scope (or larger) to this Standing Offer requirement. These past projects shall have been completed in the past five (5) years. At least one (1) project shall include the installation of a storage tank system in accordance with the CEPA regulations and one (1) project shall include the removal / decommissioning of a storage tank system</li> <li>• Descriptions must be a <b>maximum of one (1) page per project</b> and include: The name of the individual, individual's role, project description, relevance, duration, and a client contact (name, title, organization, and current phone number).</li> </ul> <p><b>The evaluation will rate each project equally based of the following criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Description of Services Provided</li> <li>▪ Relevancy to CEPA- related projects,</li> <li>▪ Relevancy to Scope of Work,</li> <li>▪ Description of Constraints</li> <li>▪ Description of Objectives</li> <li>▪ Description of Deliverables</li> </ul>	<p><b>2 pts</b> - Description of Services Provided</p> <p><b>2 pts</b> - Relevancy to CEPA- related projects</p> <p><b>2 pts</b> - Relevancy to Scope of Work</p> <p><b>2 pts</b> - Description of Constraints</p> <p><b>2 pts</b> - Description of Objectives</p> <p><b>2 pts</b> - Description of Deliverables</p> <p>***Up to a maximum of 12 points awarded for each project description</p>	36 points	
R.3	<p><b><u>Experience and Qualifications of Project Team:</u></b></p> <p>Bidder should provide a description of the team's experience in providing services similar to those described in the Statement of Work at ANNEX A to government clients. Indicate number of years' experience as a team or number of projects completed.</p>	<p>1-2 Project or 1 year = 2 pts</p> <p>3-4 Projects or 2 years = 4 points</p> <p>5-6 Projects or 3 years = 6 pts</p> <p>7+ projects or 4+ years= 8 pts</p>	8 points	
R.4	<p><b>Detailed Résumés:</b> Each résumé of the bidders' four-person team (<b>no more than two (2) pages each</b>) should include the experience and ability of the team. The information should be clearly presented including qualifications such as a degree or diploma and any certifications, professional designations, etc. As</p>	<p><b>2 pts</b> – recent experience has been outlined</p> <p><b>2 pts</b> – Qualifications are listed, and copies of relevant documents are</p>	24 points	

	<p>well as the following information:</p> <ul style="list-style-type: none"> <li>The name, position and role of each member within the Bidder's team including the project manager, professional engineer, engineering technologist/technician, CAD operator.</li> </ul> <p>**The evaluation will completed based on recent experience (<b>within the past 3 years</b>), qualifications, professional accreditation and leadership in accomplishing projects</p>	<p>provided</p> <p><b>2 pts</b> - Professional accreditation and leadership in accomplishing projects have been listed</p> <p>***Up to a maximum of <b>6</b> points awarded per résumé</p>		
Maximum Total Points Available			____/83	

The evaluation will use the following absolute scale rating to assign a rating to criteria listed in this section:

**Evaluation Process**

The Technical Offer will be evaluated by the Evaluation Board in the following manner:

To be considered for selection, Offerors **MUST** achieve a minimum score of eighty (80) percent for the rated technical criteria as specified above (i.e. 66 points out of 83 points).

## ANNEX "E" INSURANCE REQUIREMENTS

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.

**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.

### **Errors and Omissions Liability Insurance**

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

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