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NA
Quebec
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Request For a Standing Offer
Demande d'offre à commandes

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
TPSGC/PWGSC
1550 Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet SO Technical Investigation Engineer	
Solicitation No. - N° de l'invitation F3065-201202/A	Date 2020-07-30
Client Reference No. - N° de référence du client F3065-201202	GETS Ref. No. - N° de réf. de SEAG PW-\$QCV-006-17958
File No. - N° de dossier QCV-0-43051 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-31	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Parent, Mélanie	
Buyer Id - Id de l'acheteur qcv006	
Telephone No. - N° de téléphone (418)951-6732 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein
Instructions: Voir aux présentes

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

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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, Insurance, Technical information sheet (quote), Semi-annual report template, Electronic payment instruments, Complete list of names of all individuals who are currently directors of the Offeror.

1.2 Summary

1.2.1 The contractor shall provide as needed, either directly or through subcontractor or associates, all necessary Technical Investigation and Engineering Support to carry out the tasks in section 2 of the Technical Statement of Requirement.

(i) The *Areas of Expertise* required for the above are:

- Technical Investigation and Engineering Support
- Hazardous materials management
- Occupational Health and Safety
- Air quality assessment
- Water quality assessment
- Paint inspection
- Welding inspection

(ii) The Occupations required to perform the above are:

- Engineer
- Industrial hygienist
- CSA W178.2 Welding Inspector Level 3
- NACE certified coating Inspector – Level 3
- Field technicians
- Draftsman
- Office Clerk

(iii) The Home Port covered by this invitation to tender are:

- Greater Toronto, ON
- Quebec, QC
- Sorel, QC
- Mont-Joli, QC
- Prescott, ON
- Parry Sound, ON
- Sarnia, ON

(iv) The standing offer will be valid for a period of one (1) year from 2020-09-07 to 2021-09-06, including a provision for an optional two (2) year period of services of one (1) year each, from 2021-09-07 to 2022-09-06 and 2022-09-07 to 2023-09-06.

1.2.2 For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

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

1.2.4 The requirement is subject to a preference for Canadian goods and/or services.

1.2.5 This RFSO allows offerors to use the Postal Connection service offered by Canada Post Corporation for the electronic transmission of their offers. Offerors should refer to Part 2 of the RFSO, Instructions for Offerors, and Part 3 of the RFSO, Instructions for the Preparation of Offers, for more information on the use of this method.

1.3 Security Requirement

Not used

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.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020-05-28) 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

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by using the epost Connect service provided by Canada Post Corporation (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) by the date and time indicated in the bid solicitation.

The email address of PWGSC Quebec region Bid Receiving Unit is:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE. REFER TO THE 2003 STANDARD INSTRUCTIONS (2020-05-28).

2.3 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.

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

Work Force Adjustment Directive

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

YES () NO ()

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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 (1 hard copie).

Section II: Financial Offer (1 hard copie).

Section III: Certifications (1 hard copie).

Section IV: Additional Information (1 hard copie), if applicable.

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>). 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 – Financial Bid. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex “F” 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

Section III: Certifications

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

Section IV: Additional Information

Offerors must submit any additional information, if applicable.

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.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Mandatory Criteria

Answers will be assessed in accordance with the entire requirement of this Request for a Standing Offer, including compliance with the mandatory certifications and table of deliverable requirements as detailed in Parts 2, 4, 5 & 6. Offerors must treat each requirement in sufficient detail to allow for a full analysis by the evaluation team. Only those Offers which are found to meet all the mandatory requirements within the specified time frames will be deemed responsive.

4.1.2 Table of Mandatory Requirements to be met by Request for a Standing Offer closing

Notwithstanding deliverable requirements specified anywhere else within this Request for a Standing offer and its associated Technical Specification, the following are the only mandatory deliverables that must be submitted the Bid at the time of bid closing. The following are mandatory and the Offeror must be compliant on each item for the Offer to be considered responsive.

Item	Description	Completed and Attached
1	Financial information in accordance with Annex "B" – Financial Bid, completed;	At bid closing
2	Letter or proof of Insurance as per article 6.3 of Part 6	At bid closing
3	Resume of key personal considered to work (Project Manager, Engineers, Industrial Hygienist, Welding Inspector, Coating Inspector and Service Technicians), as per clause 4.1.5, Part 4	At bid closing
4	Information in accordance with Annex D – Technical Information Sheets, completed as per article 4.1.5 of part 4.	At bid closing

4.1.3 Other information upon request only

The following information, which supports the Standing Offer, may be requested by the Contracting Authority from the Offerors and it must be provided within **two (2)** working days of the written request:

Item	Description	Completed and Attached
1	Engineering University Diplomat of each Engineer considered for the Work;	Prior to contract award
2	Diplomat or Certificate of each Industrial Hygienist considered for the Work;	Prior to contract award
3	CSA W178.2 level 3 Certificate of each Welding Inspector considered for the Work;	Prior to contract award
4	NACE Level 3 Certificate of each Coating Inspector considered for the Work	Prior to contract award
5	Diplomat or Certificate of each Service Technician considered for the Work	Prior to contract award
6	Appendix 1 of Annex "B" – Pricing Data Sheet – Basis of payment, completed	Prior to contract award

4.1.4 Deliverables after Contract award

Item	Description	Must be provided after Standing Offer award, with in
1	Insurance Requirements as per article 7B.7, Part 7	10 calendar days

4.1.5 Technical Evaluation

Mandatory technical criteria are included in Table 4.1.5.1 below. The **mandatory** technical criteria will be evaluated from similar mandates realisation and resumes of key personal considered for the Work.

Similar mandates means:

1 – A mandate to provide, either directly or by subcontractor or associates, any technical investigations and technical support necessary for the assessment of the condition of a ship or industrial vessel, valued at **200,000.00 CAD** or more (value of the mandate)

For each similar mandate, Offerors must provide at least the following information:

- Title of the project;
- Project Value;
- Role exercised in the mandate
- References of the user/customer;
- Exact dates of the project (month and year of start and end / delivery);
- Description of the mandate and final result.

To be deemed similar and compliant, each mandate submitted must have required the expertise of at least three of the seven areas of expertise listed in Section 1.2.1 (i) of Part 1 of this Request for a Standing Offer

If the information provided is not sufficient to confirm the relevance of the projects achieved in relation to the above requirements, the bid will be declared non-responsive.

A verification with the user of the mandates in reference to attest the accuracy of the information could be made. If the user is not available or refute the information provided by the Offeror, the Offer may be declared non-responsive.

Resumes:

Each Resume must, at least, describe the following items:

- Identification (full name);
- Training, studies (beginning and ending year), degree(s) and domain(s) of specialization;
- Development (list of courses and seminars attended, if applicable)
- Experience (list of employers, employments, jobs responsibilities and dates;
- Other relevant information (optional).

4.1.5.1 Mandatory Technical Criteria

Evaluation Criteria	Technical Mandatory Criteria
(i) Offerors relevant experience (Contractor)	<ul style="list-style-type: none">• The Offeror must demonstrate that the company operates for at least three years.• The Offeror must provide two examples of similar mandates completed in the last three years.
(ii) Experience of the Project Manager considered for the Work	<ul style="list-style-type: none">• The Offeror must demonstrate that the Project Manager has a minimum of two years of experience. (Include the Resume)• The Offeror must provide one example of a similar mandate completed by the Project Manager in the last two years.
(iii) Experience of each Engineer considered for the Work	<ul style="list-style-type: none">• The Offeror must demonstrate that each Engineer has a minimum of one year of experience as a graduate/certified. (Include the Resume for each Engineer)
(iv) Experience of each Industrial Hygienist considered for the Work	<ul style="list-style-type: none">• The Offeror must demonstrate that each Industrial Hygienist has a minimum of one year of experience as a graduate/certified. (Include the Resume for each Industrial Hygienist)
(v) Experience of each Welding Inspector considered for the Work	<ul style="list-style-type: none">• The Offeror must demonstrate that each Welding Inspector has a minimum of one year of experience as a graduate/certified. (Include the Resume for each Welding inspector)
(vi) Experience of each Coating Inspector considered for the Work	<ul style="list-style-type: none">• The Offeror must demonstrate that each Coating Inspector has a minimum of one year of experience as a graduate/certified. (Include the Resume for each Coating Inspector)
(vii) Experience of each Service Technician considered for the Work	<ul style="list-style-type: none">• The Offeror must demonstrate that each Engineer has a minimum of one year of experience in at least one of the areas of expertise. (Include the Resume for each Service Technician)

4.1.6 Financial Evaluation

4.1.6.1 Evaluation of Price – Offer (SACC – M0220T)

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 – Mandatory technical Criteria Only (SACC – M0031T)

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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

5.1.2.1 Canadian Content Certification (SACC A3056T – 2018-12-06)

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6\(9\)](#), Example 2, of the [Supply Manual](#).

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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).

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 Canadian Content Certification (SACC M3056T – 2018-12-06)

This procurement is limited to Canadian services.

The Offeror certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#). For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#) (9), Example 2, of the *Supply Manual*.

5.2.3.1.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.2.3.2 Status and Availability of Resources

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

Not Used

6.2 Financial Capability

Not Used

6.3 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 C.

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

7A. STANDING OFFER

7A.1 Offer

7A.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7A.2 Security Requirements

7A.2.1 There is no security requirement applicable to the Standing Offer.

7A.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.

7A.3.1 General Conditions

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

7A.3.2 Standing Offer – Reporting requirements

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 "E". 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 or specify an alternate reporting period) to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: September 1st to February 29th
- second quarter: March 1st to August 31

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

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from 2020-09-07 to 2021-09-06 inclusive.

7A.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 two additional one year period, from 2021-09-07 to 2022-09-06 and from 2022-09-07 to 2023-09-06, 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.

7A.4.3 Basis of payment, extension of the term of the Standing Offer

1. For the first extension year at the same terms and conditions as stipulated in the Standing Offer for year 2021-2022.
2. For the second extension year at the same terms and conditions as stipulated in the Contract, except that:
 - 2.1 all unit prices (parts, reports, samples, labour and hourly rate) as shown in the Standing Offer or as amended pursuant to the terms and conditions as expressed herein shall be increased or decreased by the percentage change in the Consumer Price Index as published by Statistics Canada for the area of Canada in which the work is being performed calculated for the 12 month period immediately preceding the commencement date of the said extension year.

7A.4.4 Delivery Points

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

7A.5 Authorities

7A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Melanie Parent
Supply Specialist, Supply and Compensation Directorate
Public Works & Government Services Canada
1550, avenue d'Estimauville, 6th floor
Quebec (Quebec) G1J 0C7
melanie.parent@tpsgc-pwgsc.gc.ca
Tel. : 418-951-6732/ Facsimile 418-648-2209

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.

7A.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the 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 against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7A.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

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

7A.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.

7A.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer are:

Superintendent Marine Engineering, Integrated Technical Services Directorate, DFO-CCG.
Production Supervisor, marine Engineering, Integrated Technical Services Directorate, DFO-CCG.
Project Officers, Marine Engineering, Integrated Technical Services Directorate, DFO-CCG.
Ship's Chief Engineers, Fleet, DFO-CCG

7A.8 Call-up Procedures

Not used

7A.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
- standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7A.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$30,000.00 (Applicable Taxes included). All individual call-ups against the Standing Offer exceeding \$30,000.00 (Goods and Services Tax or Harmonized Sales Tax included) will be forwarded to PWGSC for authorization.

7A.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$333 405,83 \$, (*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.

7A.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 (2020-05-28) – General Conditions – Services (Medium Complexity) ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annexe D, Technical information sheets (BID)
- i) Annexe E, Reporting Requirements
- j) Annexe F, Electronic Payment
- k) Annexe G, Complete list of each individual who are currently directors and or owner of the bidder
- h) the Offeror's offer dated _____ (*insert date of offer*)

7A.13 Certifications and Additional Information

7A.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.

7A.13.2 Federal Contractors Program for Employment Equity - Setting aside

Not used

7A.13.3 SACC Manual Clauses

7A.13.3.1 Status of Availability of Resources

7A.13.3.1.1 SACC Manual clause [M3020C](#) (2016-01-28) Status of Availability of Resources – Standing Offers

7A.13.3.2 Canadian Content Certification – SACC M3060C (2008-05-12)

1. The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause [A3050T](#).
2. The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

7A.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

7A.15 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

7B. 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.

7B.1 Statement of Work

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

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions

2010C (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7B.3 Term of Contract

7B.3.1 Period of the Contract

The period of the Contract is from date of Contract to 2021-09-06 inclusive.

7B.3.2 Delivery Date

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

7B.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.

7B.5 Payment

7B.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm hourly rate, as specified in Annex B. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7B.5.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price

7B.5.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

7B.5.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI).

7B.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, other than those identified in Appendix 1 of Annex B, Pricing Data Sheets – Basis of Payment;
- c. a copy of the monthly progress report.

2. a) Original electronic invoices should be sent to:

Attention: [REDACTED] (The name of [REDACTED] must be written on the invoice.)

DFO.invoicing-facturation.MPO@canada.ca

- b) Electronic copy of the invoice sent to:

melanie.parent@tpsgc-pwgsc.gc.ca

7B.7 Insurance Requirements

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

7B.8 SACC Manual Clauses

SACC Manual clause [A9006C](#) (2012-07-16), Defence Contract.
SACC Manual clause C0705C (2010-01-11), Discretionary Audit

7B.9 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7B.10 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

7B.11 Limitation of Contractor's Liability for Damages to Canada

- (i) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
- (ii) Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to \$Contract Value per incident. This limitation of the Contractor's liability does not apply to nor include:
 - (a) Any infringement of intellectual property rights;

- (b) Any breach of warranty obligations;
- (c) Any liability of Canada to a third party arising from any act or omission of the Contractor in performing the Contract;
- (d) Any loss for which the policies of insurance specified in the Contract or any other policies of insurance held by the Contractor would provide insurance coverage.
- (iii) Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.
- (iv) The Parties agree that nothing herein is intended to limit any insurable interest of the Contractor nor to limit the amounts otherwise recoverable under any insurance policy. The Parties agree that to the extent that the insurance coverage required to be maintained by the Contractor under this Contract or any additional insurance coverage maintained by the Contractor, whichever is greater, is more than the limitations of liability described in sub article (2), the limitations provided herein are increased accordingly and the Contractor shall be liable for the higher amount to the full extent of the insurance proceeds recovered.
- (v) If, at any time, the total cumulative liability of the Contractor for losses or damage suffered by Canada caused by the Contractor's performance of or failure to perform the Contract, excluding liability described under subsection 2(a), (b), (c) and (d) exceeds \$40 million, either Party may terminate the Contract by giving notice in writing to the other Party and neither Party will make any claim against the other for damages, costs, expected profits or any other such loss arising out of the termination. However, no such termination or expiry of the Contract shall reduce or terminate any of the liabilities that have accrued to the effective date of the termination but which liabilities are subject to the limitations as specified in sub-article (1) through (4) above.
- (vi) The date of termination pursuant to this Article, shall be the date specified by Canada in its notice to terminate, or, if the Contractor exercises the right to terminate, in a notice to the Contractor from Canada in response to the Contractor's notice to terminate. The date of termination shall be in Canada's discretion to a maximum of 12 months after service of the original notice to terminate served by either Party pursuant to sub-article 5, above.
- (vii) In the event of a termination under this Article, the Contract will automatically remain in force subject to all of the same terms and conditions until the date of termination and the Contractor agrees that it will be paid in accordance with the applicable provisions as set out in the Basis of Payment, Annex B and that the Contractor's liability remains as specified in subarticles (1) through (4), above.
- (viii) Nothing shall limit Canada's other remedies, including Canada's right to terminate the Contract for default for breach by the Contractor of any of its obligations under this Contract, notwithstanding that the Contractor may have reached any limitation of its liability hereunder.

ANNEX "A" - STATEMENT OF WORK

1.0 Description OF THE REQUIREMENT

1.1 The contractor shall provide as needed, either directly or through subcontractor or associates, all necessary Technical Investigation and Engineering Support to carry out the tasks in section 2.

1.2 The *Areas of Expertise* required by the CCG

- Technical Investigation and Engineering Support
- Hazardous materials management
- Occupational Health and Safety
- Air quality assessment
- Water quality assessment
- Paint inspection
- Welding inspection

1.3 Fisheries and Oceans Canada, Canadian Coast Guard requires the characterization of the hazardous materials, and compliance revision of the information on the Workplace Hazardous Materials Information System (WHMIS) regarding the Canadian Coast Guard vessels. For the purposes of this assessment, hazardous materials will be defined as those containing:

- asbestos;
- lead;
- mercury;
- Polychlorinated biphenyls (PCBs).
- Any other material requiring directives regarding handling, storage and disposal

1.4 Cost Estimates

The Contractor must provide an estimate for each call-up. This estimate must be approved by the Identified User. Each estimate must indicate the number of hours required for each job category and the cost of the intended materials, as well as the description, identification number and cost for each part to be replaced.

1.5 Timeframe

The Contractor must get to the vessel within forty-eight (48) hours of being called by the Identified User, unless notice to the contrary is given. In case of such notice, the parties will agree on timeframes according to the nature of the request.

1.6 Workplace Health and safety related requirements – General

The contractor and all subcontractors must comply with occupational health and safety (OSH) measures, in accordance with the relevant federal and provincial regulations so that the activities of the contractor are carried out in a safe and secure manner.

The Contractor must comply with the Fleet Safety and Security Manual (DFO / 5737), as well as the ship's work instructions in addition to the relevant requirements of the Canada Labor Code during execution of the following types of work:

- Fall protection
- Confined space
- Degassing before entering confined spaces and for hot work
- Locking and ID
- Security evaluation before work

2.0 Technical

2.1 General

- The Supplier will provide Technical Investigation and Engineering Support
- The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the standing offer. This data must include all purchases paid for by Government of Canada.
- Drafting of work procedures or technical specifications sections for hazardous materials of Low, Moderate, High Alleviated or High-Risk work, including drawings.
- Preparation of tender documents
- Development of prevention programs or action plans
- Proceed with corrective measures in response to non-conformities
- Assessment and auditing/certification based on recognized quality management standards applicable to CCG business.
- Sampling could include;
 - Enumeration and identification of mold (surface or material)
 - Air analysis (temperature, humidity, CO₂, CO, VOC, asbestos and mold)
 - Potable water analysis in conformity with CCG standards
 - Vibration analysis
 - Noise analysis
 - Existing coating analysis

2.2 Summary of materials that may contain asbestos

- Update existing reports written for the vessels on the characterization of materials likely to contain asbestos. To do this, the company we will determine the presence of materials containing asbestos, condition and quantity, all in accordance with information contained in the last report for the vessel. All spaces present on the vessel will be inspected and updated.
- Drafting of short-, medium- and long-term asbestos management programs
- Sampling for asbestos in materials by means of polarized light microscopy or transmission Electron Microscopy

Note: Comply with the new regulations detailed in CCG technical bulletin # 2019-13 which you will find in the attachment.

2.3 Summary of equipment that may contain lead

The entrepreneur will conduct a visual inspection of all equipment which might contain Lead (battery , lamp , etc.). present inside the vessel. Furthermore, Paint samples will be collected according to the type of each of the substrates paint may contain lead. The painting will be analyzed according to method emission spectrometry and inductively coupled plasma (ICP-OES).

In addition, analyzes of air samples as well as analyzes of sanding dust samples could be requested when workers perform mechanical sanding of painted surfaces.

- ☐ Occupational Health and Safety Act (S-2.1);
- ☐ Regulation respecting occupational health and safety (S-2.1, r.13);
- ☐ Safety code for construction work (S-2.1, s. 223);
- ☐ Direction de la prévention-inspection de la CNESST, L'exposition au plomb 2e édition - Guide de prévention, Commission des normes, de l'équité, de la santé et de la sécurité du travail, 2003.

2.4 Summary of equipment that may contain mercury

During the survey, observe if equipment is likely to contain mercury, mainly lamps, fluorescent , pressure sensors and thermometers , are present in the vessel . Further, paint samples will be collected according to each type of the substrates may paint contain mercury. The painting will be analyzed by the method of spectrometry emission inductively coupled plasma (ICP- OES) or by the method of atomic absorption spectrometry with flame.

2.5 Summary of equipment that may contain polychlorinated biphenyls

Identification of lighting ballasts which may contain biphenyls polychlorinated biphenyls (PCBs) will be made using the serial numbers. Also verify equipment which may contain oil based BCP, such as transformers or circuit breakers present on the vessel. Sampling may be necessary.

2.6 WHMIS compliance

Validate compliance to the Workplace Hazardous Materials Information System (WHMIS)

- Make an inventory hazardous products on the ship ;
- Get MSDS of the products listed ;
- Update or develop a database for the management of MSDSs ;
- Make sure containers are properly labeled;
- Ensure that the manufacturer's recommendations are implemented and met in terms of:
 - storage, use, handling , disposal;
 - prevention measures (PPE , emergency measures , etc. .)

2.7 NACE Certified Coating Inspector - Level 3

Provide the services of a NACE inspector – level 3, for the on site evaluation of corrosion, surface preparation, cleanliness, environmental conditions, test instruments, coating mixtures, safety and adherence to manufacturer's instructions.

2.8 CSA W178.2 WELDING INSPECTOR LEVEL 3

Provide the services of a CSA W178.2 welding inspector level 3, for the on-site visual evaluation, and Non-destructive Inspection of welds. This work can include X-rays, and Ultrasound measurements.

3.0 Inspection and certification

- 3.1 Vessels are obligated by Transport Canada to have the items in section 2.0 inspected on an annual basis. The contractor shall provide all services and man power necessary to provide the vessels and technical authorities with an annual report suitable for passing annual inspections with TC.

4.0 SCOPE

The Standing Offer must be accessible to all Canadian Coast Guard vessels that can make call-ups provided they are within the geographic limits of the Central Region.

5.0 Documentation (Reports/Drawings/manuals)

- 5.1 The Contractor must ensure sampling and tests are performed to the satisfaction of the IA, TA, and TCMS or his delegate. All tests, measurements, calibrations and readings must be recorded and provided in a report to the IA, TA and TCMS. One (1) reports must be provided in Adobe pdf format.
- 5.2 The Contractor must ensure all dimensions are measured and recorded. All measuring devices must be described in the report and the name of the person taking the readings must also be recorded.
- 5.3 The Contractor must ensure all testing and measurement equipment (mechanical or electronic) are calibrated and that calibration certificates are provided to the IA prior to final inspection or witnessing of tests.
- 5.4 Characterization Report; The report at a minimum must contain the following
- Methodology sampling and analysis adopted,
 - The analysis results in the form tabular,
 - Recommendations
 - Laboratory analysis reports.
 - The date and time at which the work request was made;
 - The vessel, compartment, and description;
 - The name and telephone number of the person who called;
 - The date and time of the start and end of work as well as the number of hours for each work day;
 - A description of the service request;
 - A diagnosis of the defect(s);
 - A list of services rendered, recommendations;
 - The name of the Contractor's Representative and his/her service location;
 - The name (in block letters) and signature of the person in charge on the vessel, attesting that the work done was satisfactorily;
 - The breakdown of the costs of labour and materials, if there are additional costs.

Two (2) copies of the report will be required and must be submitted to the Identified User.

- 5.5 Provide a brief annual regional rapport detailing the work performed on each of the regions vessels including;
- Vessel name
 - Contract Costs
 - Breif description of work done
 - Test results

LIST OF ACRONYMS

CA Contract Authority (PWGSC)
CBW Canadian Bureau of Welding
CCG Canadian Coast Guard
CE Chief Engineer
CLC Canada Labour Code
CSM Contractor Supplied Material
CSA Canadian Standards Association
DFO Department of Fisheries and Oceans
FSM Fleet Safety Manual (CCG)
FSR Field Service Representative
GSM Government Supplied Materials
HC Health Canada
IA Inspection Authority – Technical Inspector CE Chief Engineer
IEEE Institute of Electrical and Electronic Engineers
MSDS Material Safety Data Sheet
PWGSC Public Works and Government Services Canada
SMS Safety Management System
TBS Treasury Board of Canada Secretariat
TCMS Transport Canada Marine Safety
TA Technical Authority (CCG) Naval Engineering Superintendent
WCB Work Safe BC
WHMIS Workplace Hazardous Material Information System

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ANNEX « B »

BASIS OF PAYMENT (see Excel document attached)

APPENDIX 1 OF ANNEX "B"

PRICING DATA SHEET – BASIS OF PAYMENT

Generality:

Firm hourly rate for each category listed below to carry out all required tasks. The hourly rate includes travel, overhead and profit. The service call includes the first hour of productive labor on site. The estimated hours / sampling / printing and document submissions shown are for bid evaluation purposes only and do not constitute a binding commitment by Canada.

Note: The Offeror must expect and accept to work overtime outside of regular hours, from Monday to Friday as well as Saturday and Sunday.

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the [Treasury Board 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 Identified User.

All payments are subject to government audit.

Material and Replacement Parts

If applicable, with the approval of the Identified User, hardware or replacement part will be charged at cost plus a 10% surcharge.

Item 1 : Establishment of sampling prices

In order to establish the prices for the items in Sections titled: "Additional Breakdown – Deliverables", of Annex B, consider the following:

- In line A), the price of an asbestos sampling includes a sample of materials by the PLM method and a sample of materials by the MET method.
- In line B), the lead sampling price is for a sample of paint.
- In line C), the mercury sampling price is for a sample of paint.
- In line D), the BCP sampling price is for a sample of oil.
- In line J), the price for a sampling – Mushroom Test, is for a surface sample (mold) and a materials sample (mold).
- In line K), the price for air analysis, includes temperature, relative humidity, CO₂, CO, volatile organic compound (VOCs), mold spores, (air) and asbestos (air).
- In line L), the generic 28 point water sampling price shall be as follow:
 - o E. Coli 0 per 100ml
 - o Total Coliform 0 per 100ml
 - o Turbidity 1 NTU
 - o Antimony 0.006 mg/L
 - o Barium 1.0 mg/L
 - o Boron 5.0 mg/L
 - o Cadmium 0.005 mg/L
 - o Chromium 0.05 mg/L
 - o Ethylbenzene 0.09mg/L
 - o Nitrate/Nitrite 45 mg/L
 - o Mercury 0.001 mg/L
 - o Selenium 0.01 mg/L
 - o Uranium 0.02 mg/L
 - o Benzene 0.005 mg/L
 - o Xylenes 0.3 mg/L
 - o Fluoride 1.5 mg/L
 - o Lead 0.01 mg/L
 - o Copper 1.0 mg/L
 - o Iron 0.3 mg/L
 - o Manganese 0.05 mg/L
 - o pH 6.5 – 8.5 pH Units
 - o Colour 15 TCU
 - o Total Dissolved Solids 500 mg/L
 - o Sodium 200 mg/L
 - o Zinc 5 mg/L
 - o Toluene 0.024mg/L
 - o Sulphates 500 mg/L
 - o Chloride 250 mg/L
- In line M), the sampling price – Paint Analysis, is for sample of volatile organic compounds (VOCs).
- In line O), the sampling price – Soil Analysis, is for metals, petroleum hydrocarbons C₁₀-C₁₅, benzene, toluene, ethyl benzene and xylene.

ANNEX "C" - INSURANCE REQUIREMENTS

C.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) 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.
 - (d) 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.
 - (e) 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.
 - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (i) 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.
 - (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - (k) Sudden and accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - (l) Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

ANNEX « D »

TECHNICAL INFORMATION SHEETS (BID)

(i) Offeror's Relevant Experience (Mandate No.1)

All shaded area shall be completed.

Technical Evaluation Criteria (i) Offeror's Relevant Experience (Contractor)		<ul style="list-style-type: none"> The Offeror must demonstrate that the company is in operation for at least 3 years. The Offeror must provide two examples of similar mandates completed in the last three years.
Offeror's operational entry year :		
Similar Mandate example no. 1		
Value of mandate :		
User/Client's References :	Name of client	User/Client's References :
	Client's representative :	
	Client's phone number :	
	Client's Email :	
Mandate dates :	Start date	Mandate dates :
Project description mandate and final result		
Shaded area for project description		

ANNEXE « D »

TECHNICAL INFORMATION SHEETS (BID)

(i) Offeror's Relevant Experience (Mandate No.2)

All shaded area shall be completed.

Technical Evaluation Criteria (ii) Offeror's Relevant Experience (Contractor)	<ul style="list-style-type: none"> The Offeror must demonstrate that the company is in operation for at least 3 years. The Offeror must provide two examples of similar mandates completed in the last three years. 	
Offeror's operational entry year :		
Similar Mandate example no. 2		
Value of mandate :		
User/Client's References :	Name of client	
	Client's representative :	
	Client's phone number :	
	Client's Email :	
Mandate dates :	Start date	End date
Project description mandate and final result		

ANNEXE « D »

TECHNICAL INFORMATION SHEETS (BID)

(ii) Relevant Experience of the Project Manager

All shaded area shall be completed.

Technical Evaluation Criteria (ii) Relevant Experience of the Project Manager		<ul style="list-style-type: none"> The Offeror must demonstrate that the Project Manager has a minimum of two years of experience. (Include the Resume) The Offeror must provide one example of a similar mandate completed by the Project Manager in the last two years. 	
Name of the Project Managers :			
Number of years of experience as a Project Manager : (Include of the Resume)			
Example of mandate			
Value of mandate :			
User/Client's References :	Name of client		
	Client's representative :		
	Client's phone number :		
	Client's Email :		
Mandate dates :	Start date	End date	
Project description mandate and final result			

ANNEXE « D »

TECHNICAL INFORMATION SHEETS (BID)

(iii, iv, v, vi, vii) Experience of key personal considered for the Work

(If more than one page is required, makes copies of this one)

All shaded area shall be completed.

Technical Evaluation Criteria (iii) Relevant Experience of the each Engineer	<ul style="list-style-type: none"> The Offeror must demonstrate that the each Engineer has a minimum of 1 years of experience. 	
Name of the Engineer :		
Year of graduation of the Engineer :	(Include Resume)	
Technical Evaluation Criteria (iv) Relevant Experience of the each Industrial Hygienist	<ul style="list-style-type: none"> The Offeror must demonstrate that the each Industrial Hygienist has a minimum of 1 years of experience. 	
Name of the Industrial Hygienist :		
Year of graduation / certification of the Industrial Hygienist:	(Include Resume)	
Technical Evaluation Criteria (v) Relevant Experience of the each Welding Inspector	<ul style="list-style-type: none"> The Offeror must demonstrate that the each Welding Inspector has a minimum of 1 years of experience. 	
Name of the Welding Inspector :		
Year of graduation / certification of the Welding Inspector:	(Include Resume)	
Technical Evaluation Criteria (vi) Relevant Experience of the each Coating Inspector	<ul style="list-style-type: none"> The Offeror must demonstrate that the each Coating Inspector has a minimum of 1 years of experience. 	
Name of the Coating inspector :		
Year of graduation / certification of the Coating Inspector:	(Include Resume)	
Technical Evaluation Criteria (vii) Relevant Experience of the each Service Technician	<ul style="list-style-type: none"> The Offeror must demonstrate that the each Engineer has a minimum of 1 years of experience. 	
Name of the Service Technician:		
Year of graduation / certification of the Service Technician:	(Include Resume)	
Areas of expertise :		

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**ANNEX E -
REPORTING REQUIREMENTS**

Please provide reports regarding the current standing offer to: melanie.parent@tpsgc-pwgsc.gc.ca.

Report

Regional individual Standing Offer (RISO)

Offeror : _____

Reporting period : from _____ to _____

Name of the Department / Client : _____

Standing Offer		Standing Offer number		SO Start Date (dd/mm/year)			SO End Date (dd/mm/year)	
Total Value to this day (\$)		Total Value for the reference period (\$)		Start date of the reference period (dd/mm/year)			End date of the reference period (dd/mm/year)	
Department	Order number	Product Description	Part Number (if applicable)	Quantity	Unit	Date of Order	Delivery Date	Order Value

Signature : _____

Date (AAAA-MM-JJ) : _____

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**ANNEX F –
ELECTRONIC PAYMENT INSTRUMENTS**

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);

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