

RETURN OFFERS TO:

Parks Canada Agency Bid Receiving Unit National Contracting Services 111 Water Street East Cornwall ON K6H 6S2

Offer E-mail Address:

pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca

This is the only acceptable email address for responses to the Request for Standing Offers. Offers submitted by email directly to the Standing Offer Authority or to any other email address may not be accepted.

The maximum email file size is 15 megabytes. The Parks Canada Agency (PCA) is not responsible for any transmission errors. Emails with links to offer documents will not be accepted.

REQUEST FOR STANDING OFFERS

Canada, as represented by the Minister of the Environment and Climate Change for the purposes of the Parks Canada Agency, hereby requests a Standing Offer on behalf on the Identified Users herein.

Issuing Office:

Parks Canada Agency National Contracting Services 111 Water Street East Cornwall ON K6H 6S2

Title: Request for Standing Offers Structure Inspection and Min Waterways	– Diving Services – Marine nor Maintenance Services – Quebec
Solicitation No.: Date: 5P300-20-0135-B June 1, 2021	
Client Reference No.: S.O.	
GETS Reference No.: To be confirmed	
Solicitation Closes: At: 2:00 p.m. On: June 15, 2021	Time Zone: EDT

F.O.B.:			
Plant: □	Destination: ⊠	Other: □	
Address E Céline Mor	nquiries to: in		
Telephone	No.:	Email Address:	
343-585-2927		Celine.morin@canada.ca	
	n of Goods, Servations - See here	rices, and Construction:	

TO BE COMPLETED BY THE OFFEROR

Vendor/ Firm Name:		
Address:		
Telephone No.:	Email:	
Name of person authorized to sign on behalf of the Vendor/ Firm (type or print):		
Signature:	Date:	



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IMPORTANT NOTICE TO OFFERORS

This Request for Standing Offers cancels and supersedes previous RFSO number 5P300-20-0135-A dated December 16, 2020 with a closing of January 26, 2021 at 2:00 p.m. EST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

OFFERS RECEIVED BY EMAIL WILL BE ACCEPTED AS OFFICIAL.

OFFERS RECEIVED IN-PERSON, BY MAIL/COURIER OR BY FAX WILL NOT BE ACCEPTED.

The only acceptable email address for responses to the Request for Standing Offers (RFSO) is pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca. Offers submitted by email directly to the Standing Offer Authority or to any email address other than pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca will not be accepted.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offers documents must be sent as email attachments.

Direct Deposit

The Government of Canada has replaced cheques with direct deposit payment(s); an electronic transfer of funds deposited directly into a bank account. In order to receive payment, new vendors that are awarded a Standing Offer will be required to complete a direct deposit enrolment form to register their direct deposit information with Parks Canada.

Additional information on this Government of Canada initiative is available at: http://www.directdeposit.gc.ca

Contracting Authority: Céline Morin Ver.08.18.20

Solicitation No.: 5P300-20-0135-B

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Amendment No.: 00

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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 and any other annexes.

1.2. Summary

1.2.1. The Contractor will provide to Parks Canada, on an as-required basis, diving services (teams of 4 divers), with the materials and equipment required, to perform spring and fall inspections of the locks and infrastructure of the five Quebec Waterways, and perform the required minor underwater maintenance and emergency work. The waterways in question are: Chambly Canal, Ste-Anne Canal, St-Ours Canal, Carillon Canal and Lachine Canal.

The Contractor will carry out service in accordance with CAN/CSA Z275.4-12 Competency Standard for Diving Operations; CAN/CSA Standard Z275.2-11 Occupational Safety Code for Diving Operations and any other applicable Federal or Provincial regulations.

The Standing Offer will be effective from July 1st, 2021 to March 31, 2022, with four one-year option periods.

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1.2.2. The Request for Standing Offers (RFSO) is to establish Standing Offers for the requirement detailed in the RFSO, to the Identified Users, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3. Security Requirements

1.3.1. There is no security requirement associated with the Request for 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u> (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.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

Subsection 2. entitled epost Connect of section 08, Transmission by Facsimile or by epost Connect of the Standard Instructions 2006 incorporated by reference above is deleted in its entirety.

2.2. Submission of Offers

Offers must be submitted only to the Parks Canada Agency (PCA) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers (RFSO).

Due to the nature of the RFSO, offers transmitted by mail, courier and facsimile will not be accepted.

The only acceptable email address for responses to the RFSO is pc.receptiondessoumissionsest-bidreceivingeast.pc@canada.ca.

The maximum email file size that Parks Canada is capable of receiving is 15 megabytes. The Offeror is responsible for any failure attributable to the transmission or receipt of the emailed offer due to file size.

The Offeror should be cognisant of the size of the email as a whole, and not only the attachments. Please take into consideration that some attachments, when sent, may be resized during the email transfer. If the email size is too large, the Offeror should send the offer in multiple emails properly labeled with the solicitation number, project name, and indicate how many emails are included (ex. 1 of 2).

Emails with links to offer documents will not be accepted. Offers documents must be sent as email attachments.

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2.3. Enquiries – Request for Standing Offers

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

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

Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4. 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 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.

2.5. Bid Challenge and Recourse Mechanisms

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

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PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, the offer must be gathered per section and separated as follows:

Section I: Financial Offer Section II: Certifications

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

Section I: Financial Offer

Offerors must submit their financial bid in accordance with Annex B, Basis of Payment.

Section II: Certifications

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

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1. Financial Evaluation

SACC Manual Clause M0220T (2014-06-26), Evaluation of Price - Offer

4.1.2. Basis of Selection

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

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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

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 Integrity Provisions of the Standard Instructions, all Offerors must provide with their offer, <u>if applicable</u>, the declaration form available on the <u>Forms for the Integrity Regime</u> 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 specified 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 property agreement of the *Ineligibility and Suspension Policy* (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Offeror, regardless of their status under the <u>Ineligibility and Suspension Policy</u>, must provide the information requested at **Annex E to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

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5.2.2. Former Public Servant

Contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds.

In order to comply with Treasury Board policies and directives on contracts awarded to Former Public Servants, the Offeror must provide the information requested at **Annex F to Part 5 of the Request for Standing Offers** prior to issuance of a Standing Offer.

5.2.3. Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada — Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html).

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.

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PART 6 – SECURITY AND INSURANCE REQUIREMENTS

6.1. Security Requirements

6.1.1. 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 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.

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PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1. Offer

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

7.2. Security Requirements

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

7.3. Standard Clauses and Conditions

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

7.3.1. General Conditions

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

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

7.4. Term of Standing Offer

7.4.1. Period of the Standing Offer

The period for making call-ups against the Standing Offer is from July 1, 2021 to March 31, 2022.

7.4.2. Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four (4) additional one-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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7.5. Authorities

7.5.1. Standing Offer Authority

The Standing Offer Authority is:

Céline Morin Advisor National Contracting Services 111 Water Street East, Cornwall ON K6H 6S2 Telephone: 343-585-2927

Email: celine.morin@canada.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, the Contracting Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2. Project Authority

The Project Authority for the Standing Offer is 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.

7.5.3. Offeror's Representative

The Offeror's Representative for the Standing Offer is: (Please submit with your offer)

Representative's Name:				
Representative's Title:				
Vendor/ Firm Name:				
Physical Address:				
City:	Province/ Territory:		Postal Code:	
Telephone:		Facsimile:		
Email Address:				
Procurement Business Number (PBN) or Goods and Services Tax (GST) Number:				
T-				

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7.6. Proactive Disclosure of Contracts with Former Public Servants

*** SACC Manual clause A3025C to be inserted at issuance of a Standing Offer, if applicable ***

7.7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Parks Canada Quebec Waterways – Lachine Canal, Carillon Canal, Ste-Anne Canal, Chambly Canada and St-Ours Canal.

7.8. Call-up Procedures

The Work will be authorized or confirmed by the Identified User(s) using a Call-Up Against a Standing Offer.

1. Services will be called-up as follows:

For each individual call-up the Contractor will be provided the scope of work and will submit an offer to the Parks Canada Project Authority in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision including building permits as per local regulations.

- 2. The Contractor will be authorized in writing by the Parks Canada Project Authority to proceed with the work by issuance of a Call-up against the Standing Offer using the designated form.
- 3. Any proposed changes to the scope of work are to be discussed with the Parks Canada Project Authority but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

7.9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified below.

- **7.9.1.** 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.
- **7.9.2.** An equivalent form or electronic call-up document which contains at a minimum the following information:
 - (a) Standing Offer number;
 - (b) Statement that incorporates the terms and conditions of the Standing Offer;
 - (c) Description and unit price for each line item;
 - (d) Total value of the call-up;
 - (e) Point of delivery;
 - (f) Confirmation that funds are available under section 32 of the Financial Administration Act;
 - (g) Confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

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7.10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 20,000.00, Applicable Taxes included.

7.11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____*** to be inserted at issuance of a standing offer *** (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 one (1) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12. Priority of Documents

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

- (a) The call up against the Standing Offer, including any annexes;
- (b) The articles of the Standing Offer;
- (c) The general conditions <u>2005</u> (2017-06-21), General Conditions Standing Offers Goods or Services;
- (d) The general conditions 2035 (2020-05-28), General Conditions Higher Complexity Services;
- (e) Annex A, Statement of Work;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Insurance Requirements;
- (h) Annex D, Attestation and Proof of Compliance with Occupational Health and Safety (OHS) once completed:
- (i) The Offeror's offer dated *** to be inserted at issuance of a Standing Offer ***.

7.13. Certifications and Additional Information

7.13.1. Compliance

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

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7.14. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in *** to be inserted at issuance of a Standing Offer ***.

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B. RESULTING CONTRACT CLAUSES

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

7.1. Statement of Work

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

7.2. Standard Clauses and Conditions

7.2.1. General Conditions

2035 (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the Contract.

All reference to the Minister of Public Works and Government Services Canada shall be deleted and replaced with the Minister of the Environment for the purposes of the Parks Canada Agency. All reference to the Department of Public Works and Government Services Canada shall be deleted and replaced with the Parks Canada Agency.

7.3. Term of Contract

7.3.1. Period of the Contract

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

7.4. Proactive Disclosure of Contracts with Former Public Servants

*** SACC Manual clause A3025C to be inserted at issuance of a standing offer, if applicable ***

7.5. Payment

7.5.1. Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex B. 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.

7.5.2. Single Payment after each call-up against the standing offer

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Call-Up if:

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

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7.6. Invoicing Instructions

 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 release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the email address shown on the Callup document.

7.7. Insurance Requirements – Specific 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.

7.8. Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.9 Government Site Regulations

SACC Manual clause A9068C (2010-01-11) Government Site Regulations

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ANNEX A

STATEMENT OF WORK

MARINE STRUCTURE INSPECTION AND MAINTENANCE SERVICE Diving Services – Historic Waterways in Quebec

Carillon Canal National Historic Site of Canada
Chambly Canal National Historic Site of Canada
Lachine Canal National Historic Site of Canada
Sainte-Anne Canal National Historic Site of Canada
Saint-Ours Canal National Historic Site of Canada

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SECTION 1 – GENERAL INSTRUCTIONS

1.1 Use of Terms

1. In this statement, "*Parks Canada*" means the Parks Canada Agency (Quebec Navigable Waterways);

- 2. "**Project Authority**" means the Parks Canada technical services representative or his or her authorized representative(s);
- 3. "Contractor" means the company selected to perform all the work described herein;
- 4. "Diver Assistant" means a person on the surface of the water that constantly monitors the diver's safety line;
- 5. "Diving Supervisor" means the person who is responsible for leading the dive;
- 6. **"Diver"** means a person who dives under the water to perform a job, an inspection or an underwater observation task:
- 7. **"Support Diver"** means the person who must remain on the surface and who only dives in emergencies to rescue the diver under water. Divers do not exceed 30 metres in depth.
- 8. "Diving Area" means the area that identifies where the work will be performed by the diver.

1.2 Mandate, Objectives and Work to be Done

1.2.1 Mandate

According to various needs, Parks Canada must inspect, evaluate, and/or monitor the state of marine structures which are at various stages of their operating life. The mandate of the Contractor will be to inspect, as needed on the basis of their inspection requirements, the five (5) Historic Canals under the responsibility of the Quebec Navigable Waterways.

These inspections can involve various structures: lock gates, overflow weirs, dams, dykes, docks, breakwaters, riprap, pipework, escapes, etc.

The remoteness of the sites, the variation of water level, the agitation conditions due to waves, visibility, etc., may vary from one place to another and from one structure to the next.

Current requirements must be handled within a maximum of three (3) days, whereas for emergencies, an acknowledgment of receipt is required within the hour following the request, and someone must be on-site within six (6) hours of the initial call.

When necessary, Parks Canada may have to define the most effective and economical method for intervening and correcting the problems brought to light by the inspections. The Contractor who does the inspection must therefore provide all the information required to enable Parks Canada to clearly define the problems as well as the means to be implemented to correct them.

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Often, the results of the inspection will serve as baseline data for the preparation of plans and specifications, for the implementation of load or usage restrictions, or for the assessment of a load-carrying capacity and of a residual life. The accuracy and level of detail of the information provided should permit this use in an adequate manner.

All inspection work must be carried out in accordance with the requirements of the most recent versions of standards CAN/CSA-Z275.2 and CAN/CSA-Z275.4.

The Contractor must manage his activities so that the health and safety of the public, his personnel and other workers at the inspection site, as well as the protection of the environment, always take precedence.

This mandate does not require engineering services. When they are necessary, they will be the subject of a request for proposals outside the framework of this agreement.

At the start of each contract period, the Contractor must provide the following information to the Project Authority before work starts:

- a. A copy of their Safe Practices Manual, in French.
- b. The Contractor must demonstrate that they possess sufficient knowledge of French to communicate with Parks Canada employees working on the SPECIFIC site where they are called to work
- c. Submit the list of qualified divers, including a copy of their Competency Card and medical certificate. Parks Canada must receive this information BEFORE the start of each contract period for approval.

1.2.2 Minor Underwater Work

Under the subsequent call-up, Parks Canada can also solicit the Contractor for the execution of one-time and small-scale marine work (for example, cleaning, anchoring, cutting, etc.).

1.3 <u>Inspection of Marine Structures</u>

The work and information required during inspections must include but is not limited to:

1.3.1 Work Prior to the Worksite

- Familiarization with the information provided as required;
- Previous inspection reports;
- Construction or repair plan;
- Survey plans;
- Photos;
- Etc.

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1. Meet Parks Canada to review the mandate;

- 2. Provide the list of proposed personnel. If personnel are proposed who do not appear in the Standing Offer, demonstrate that the qualifications and experience are equivalent to or exceed those of the original personnel. If the firm of divers was unable to comply, his proposal could be rejected;
- 3. Provide all the documentation required in this document and by the different standards: qualification certificate; medical certificates; evacuation plan; health and safety prevention program, etc.;
- 4. Under special and specific mandates and at the request of Parks Canada, the Contractor must submit a summary work plan at least 72 hours prior to mobilizing on the site. This plan will include a schedule, the equipment list, a description of the methodology of work, the water entering method, the list of items included in the mandate, all this in accordance with the statement of work.

1.3.2 Work on the Worksite

- 1. Perform all the visual observations and inspections required as well as all statements and measurements asked for on the elements and/or the structure(s) to be inspected.
- Assess the state of degradation of the structural components, taking care to extensively
 document the observations by means of photos, sketches, videos, measurements, etc.
 Comments must accompany the transcripts to clarify the peculiarities or to ensure a proper
 understanding of the observations by Parks Canada's technical staff.

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1.3.3 Work at the Worksite (continued)

3. Every inspection must be filmed using a camera located on the diver's helmet to allow him to have his hands free to carry out the tasks related to the inspection and the work. Viewing of the inspection must be capable of being monitored live and continuously on the site by the diving supervisor. The video recording must include the recording of the diver's comments and the exchanges between him and the diving supervisor at the same time as the video is being taken.

The video equipment must be in perfect working condition.

Camera quality: colour, high definition.

4. The recording of the inspection must be submitted to Parks Canada in digital format when the inspection reports are submitted. All the recording tapes must be submitted to Parks Canada, individually identified with the location, the structure inspected, the date, the start time and end time of video recording as well as a brief description of the work appearing on the video tape.

Video format: readable using common software.

5. Common equipment necessary for inspection of the type or types of structure in question must be available for each inspection (grinding wheels, brushes, cleaning tools, verification of dimensions, film shooting, squareness measurement, etc.). Unless Parks Canada specifies otherwise, all this equipment shall be available on the site, in good condition, and no additional costs can be claimed for this purpose. When special equipment will be required by the special nature of a mandate to be carried out, a special agreement must be made with Parks Canada to cover the costs incurred. Daily rental rates must be provided for the most common equipment (see Appendix 1). The Contractor must specify the need for a safety vessel according to the type of work to be undertaken and provide this vessel including the navigator if requested by Parks Canada. This vessel will be available to Parks Canada If necessary for the inspection of the emergent portions of the work. Parks Canada may in certain circumstances provide a safety vessel with navigator or operator.

1.3.3 Monitoring of the Inspection Work

1. The team responsible for the inspection must establish the appropriate means of communication to advise the Parks Canada Project Authority in the shortest possible time, if he is not already on-site, of specific problems discovered during the inspection so that appropriate decisions concerning the inspection can be made in time. If necessary, photos or sketches may be required to allow Parks Canada to better understand the nature of the problem. The Contractor's team leader in the office and the team leader at the worksite must be able to speak clearly and fluently in French with the representatives of Parks Canada.

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1.3.4 Verbal Intervention Summary

1. Before leaving the sites, the diving supervisor and the project leader are expected to deliver a report on the intervention, including:

- a) an assessment of the state of the items inspected compared to what was expected;
- b) a brief presentation of the results;
- c) any information that could indicate a safety issue;
- d) the corrective action to be implemented where necessary.

1.3.5 Preliminary Report and Final Technical Report

- 1. As part of the special and specific mandates and at the request of Parks Canada, the Contractor must have the ability to produce technical reports.
- 2. A written preliminary technical report of all of the work performed should be provided in French to Parks Canada two (2) weeks after the end of the inspection/work at the site. This report should deal with:
 - a) the summary results of the inspection (peculiarities, difficulties, etc.);
 - b) the main observations (in outline form) and the nature of these observations, supported by sketches and photos:
 - c) recommendations that could require urgent repairs/interventions, accompanied by photos (in greater detail).

This report could take the form of a letter accompanied by explanatory diagrams. Excerpts of video tapes or photos may be used to illustrate the presentation of this report.

- 3. A final technical report should be provided in French no later than four (4) weeks after the end of the inspection work for each specific mandate. Among other things, this technical report will include:
 - a) a precise and accurate location plan of the structures;
 - b) the description of the plan or key plans used during the inspection;
 - c) a detailed description of the inspection work specifying the personnel and equipment used, the inspection dates and conditions, the different methodologies used during the inspection and all the observations, accompanied by explanatory notes and photos enabling an understanding of the phenomena in question;
 - d) all the results of observations made on the worksite grouped in the form of chapters highlighting the values of the parameters observed and/or measured for each of the parts of the structure inspected;

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e) detailed plans (plan view, elevation, sections, diagrams, etc.) of the components of the structures inspected explaining the phenomena observed such as breakage, damage, deformation, deterioration, etc. indicating the nature and location of the various inspections and illustrating the comments of the technical report;

- f) a quality video of all of the emergent parts of the structure illustrating the current state and the peculiarities of the structures inspected;
- g) any other relevant information necessary to the understanding of the peculiarities of the structures inspected or required as part of a particular mandate;

The Contractor shall provide one (1) colour copy in French on paper and one (1) *.pdf format copy of the final report;

1.4 Minor Underwater Work

- 1. Parks Canada may request one-time minor underwater work If necessary. This work could include, among other things, without limitation:
 - the repair or replacement of hydraulic pipework;
 - the installation and/or replacement of anchorage, hardware, nuts and bolts, etc.;
 - miscellaneous cleaning work;
 - mechanical and civil adjustments.

1.5 Additional Work

1. Parks Canada reserves the right to require that additional work or inspections be carried out during the mandate in order to specify the particular characteristics of the structure to be inspected. This additional work will be carried out within the limits of the work to be inspected. It is important that the Contractor continuously keep the Parks Canada Project Authority abreast of the conduct of the inspection or work so that the Project Authority can react in time to the contingencies encountered on site and indicate the need for additional inspections.

1.6 Execution Time

- 1. The work of inspecting a structure must begin upon confirmation of a specific request for services and must be completed within the time frame provided for in this application;
- 2. Meeting deadlines is of primary importance. Any change to the schedule must be reported to Parks Canada as soon as possible;
- 3. The Contractor will be responsible for the costs related to the work to be carried out (by Parks Canada, crane operator, etc.) If delays in the execution of the work are his responsibility (lack of equipment, equipment breakdowns, etc.).

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1.7 Worksite Log

The Contractor shall keep a worksite log up to date that will contain at a minimum:

- 1. the times of arrival to and departure from the site;
- 2. the preparation time for the diving work;
- 3. the time spent in diving;
- 4. the time lost due to unforeseen circumstances;
- 5. the downtimes (lunches and breaks);
- 6. the travel time;
- 7. the diving supervisor's signature;
- 8. the Parks Canada Project Authority's signature.

1.8 Examination of the Sites

The Contractor must make his own assessment of the difficulties to be considered before
the execution of the work. It is his responsibility to obtain all the information needed for
the assessment and the execution of the contract. The Contractor cannot have recourse
against Parks Canada or its representative if the information he obtains proves insufficient
or incomplete, or if he falsely interprets it.

1.9 Standards and Certification

The services provided by the Contractor must conform to standard CAN/CSA-Z275.4, Competency Standard for Diving Operations, to standard CAN/CSA-Z275.2, Occupational Safety Code for Diving Operations, the most recent version, and to Federal regulation – Canada Labour Code, Part XVIII - Diving Operations, or relevant provincial regulations.

The Contractor must manage his activities so that the health and safety of the public, his personnel and other workers at the inspection site, as well as the protection of the environment, always take precedence.

1.10 <u>Mandatory Requirements for All Members of the Diving Team:</u>

(divers, divers assistants, diving supervisors)

See Appendix 2 - Checklist to be completed <u>before proceeding with the diving work.</u>

- 1. Emergency Plan;
- 2. First-Aid Instruction;
- 3. Understanding and Speaking French;
- 4. Present a valid medical certificate before each dive (less than 2 years old);
- 5. Present a competency card;
- 6. Present a logbook;
- 7. A support diver (fully clad) must always be present and ready to intervene;

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8. Delimitation of the work area:

- 9. Additional equipment and accessories in working condition;
- 10. Provide a voice communication system at all times;
- 11. Provide a safety line for each dive.

1.11 Use of the Sites

- 1. The work must be carried out so as to not interfere with the normal operations of site users and must be done in accordance with a timetable that is likely to cause the least possible disturbance to visitors and users.
- 2. After each maintenance visit, the Contractor will remove from the sites all refuse and rubbish resulting from the performance of his work. He must leave the sites in a state of cleanliness that is to the complete satisfaction of the Parks Canada Project Authority.
- 3. Certain locations may present a greater risk due to the current (upstream of a dam) such as a tunnel with gates, weirs, etc.

1.12 Contractor's Responsibilities

- 1. Provide The Company personnel with the appropriate equipment, apparatus, tools and machinery, including personal protective equipment (PPE), ensure that the equipment is well maintained and is used in the prescribed manner, in accordance with the Canada Labour Code (CLC) and provincial regulations, if applicable.
- 2. All work must be performed to the satisfaction of Parks Canada Project Authority. Work that is not accepted must be rectified immediately and without additional charges.
- 3. The Contractor is entirely responsible for any damage he may cause to the property of Parks Canada or to third parties when executing the work.

1.13 Work Schedule

- 1. The majority of work will be done between 7:00 a.m. and 4:00 p.m., not exceeding eight (8) hours per day. However, emergency work or work for operational reasons may be required outside this schedule.
- 2. Although normally, dives are not planned on Saturdays, Sundays or holidays, the Contractor should have a team of divers available to work any day of the year, according to needs.
- 3. Overtime hours will be charged according to the unit rate listed in Annex B Basis of Payment, and upon approval of the Agency's Project Authority.

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SECTION 2 SPECIFIC INSTRUCTIONS

2.0 Description of the Work

1. The general plan of a diving operation must be documented and discussed in detail and accepted by the diving supervisor, the divers and the Agency's representatives who are on site.

- 2. Each diving operation must be headed by a competent diving supervisor whose main responsibilities include, among others:
 - a) Planning the dive;
 - b) Informing the team of the emergency measures to be taken in the event of failure of a device or a system;
 - c) Ensuring that the necessary equipment is in place and in good condition;
 - d) Directing the diving operation; and
 - e) Remaining on the dive site for the duration of the operation.
- 3. Each diver must, to the satisfaction of the diving supervisor, understand the signals perfectly, practice them in use and, if necessary, the tasks of his diving companions and any other person with whom he must work, as well as the instructions they have received;
- 4. Before any diving operation, the diving supervisor must ensure that all the facilities and all the diving equipment that will be used are in good condition, including the umbilicals, the winches, the cables, etc.;
- 5. The Contractor must provide his own locking procedures, records and accessories (personal lock and identification record).

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2.1 Summary of Work Planned for Each Site

Carillon Canal (Lock)

1. Spring inspection / opening of the facilities (approximately 16 hours);

- 2. Fall inspection / closing of the facilities (approximately 8 hours);
- 3. Urgent and/or as-needed work (approximately 8 hours).

Inspection of the lock chamber, inspection of the inlet and outlet gates, inspection for the installation of the water intake debris trap or cofferdam, etc.

Specifications: During the inspection of the downstream lock chamber, Parks Canada can, if

necessary, provide a work vessel with navigator for the transportation of diving

equipment and divers to the dive site;

For the upstream work – Parks Canada can, if necessary, provide a vessel for

safety;

Provide for the supply of a crane truck of sufficient capacity to lift the access cover to the 2 gates (min. 1 tonne) and be equipped with a winch with at least 100 feet of cable to lower the diving cage, to be provided by the Contractor

(see Appendix 1 - rental rate);

Provide a device (4 gas sensor) at the diving site.

Sainte-Anne-de-Bellevue Canal (Lock)

- 1. Spring inspection / opening of the facilities (approximately 8 hours)
- 2. Urgent and/or as-needed work (approximately 8 hours)

Inspection of the lock chamber, gate threshold, gate valves, hydraulic components, etc.

Specifications: During the inspection of the lock chamber and hydraulic components, plan for

the supply of a crane truck and a working cage to access the diving site and

extract the diver in an emergency.

Lachine Canal (Locks #1, 2, 3, 4, 5, water intake, overflow weirs, bridges, footbridges)

1. Spring inspection / opening of the facilities (approximately 32 hours)

2. Urgent and/or as-needed work (approximately 8 hours)

Inspection of the lock chambers, gate sills, gate valves, etc.

Specifications: Parks Canada can, if necessary, provide a working vessel for transport to the

diving site.

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Chambly Canal (Locks #1, 2, 3, 4, 5, 6, 7, 8, 9, overflow weirs, bridges, footbridges and Federal dock)

1. Spring inspection / opening of the facilities (approximately 8 hours)

2. Urgent and/or as-needed work (approximately 8 hours)

Downstream and Interior inspection of lock #1, Inspection around the Federal dock, downstream-upstream and interior inspection of lock #9, etc.

Specifications: Parks Canada can, if necessary, provide a working vessel – Barge with two (2) employees for transport to the diving site.

St-Ours Canal (Lock, dam and fishway)

- 1. Spring inspection / opening of the facilities (approximately 8 hours)
- 2. Fall inspection / closing of the facilities (approximately 8 hours)
- 3. Urgent and/or as-needed work (approximately 24 hours)

Inspection of the lock chamber, downstream inspection of the dock cables, installation and dismantling of the dam cofferdam, cleaning of the debris trap, fishway, installation of the cofferdam, water intake, dam, etc.

Specifications: during the work downstream of the dam, Parks Canada can, if necessary, provide a working vessel for transport to the diving site.

Note: The vessels available are of the rowboat and/or small working barge type.

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ANNEX 1 of the Statement of Work

Equipment Rental - Daily Rate For information purposes

Α	Welding grip (underwater)	\$ /Day
В	Cutting grip (underwater)	\$ /Day
С	Gasoline welding station	\$ /Day
D	Special electrodes - Cutting electrodes	\$ /unit
E ¹	Barge, approx. 12 ft x 35 ft Mobilization and demolition cost	\$ /Day
F1	Rowboat and motor (18 HP) or more	\$ /Day
G	Compressed air chainsaw for underwater work	\$ /Day
Н	175 or 185 CFM compressor and air hoses	\$ /Day
I	Percussion hammer (Ramset) for underwater work	\$ /Day
J	High pressure pump used for cleaning, including hoses, 5 inch water intake and two (2) 2 ½ inch x 300 ft long discharge hoses and cleaning nozzles	\$ /Day
K ¹	Boom truck 15 tonne minimum tonnage	\$ /Day
L ¹	Bucket truck	\$ /Day
M ¹	Crane truck and diving cage (preferably a truck equipped with a winch and boom) to lift the machinery well plates of the 2 gates - Carillon Canal)	\$ /Day
N	Pneumatic grinding wheels	\$ /Day
0	Percussion pistol	\$ /Day
Р	50 tonne hydraulic jack	\$ /Day
Q	On-site device (4 gas sensor)	\$ /Day
R	Hydraulic unit and tools (grinding work)	\$ /Day

Note:

Please attach your list of rental prices for equipment available for later requirements.

^{1:} the costs of mobilization / demobilization as well as those for the driver / operator are included in the daily rate of the equipment

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ANNEX 2 Checklist Before Proceeding with the Diving Work

Prior to the awarding and the execution of the work, the Contractor's representative must demonstrate that he meets the requirements and provide the required supporting documents

	Check
	(Initials)
An emergency plan;	
2. First-Aid training;	
3. The divers who will perform the work must understand and speak	
French;	
4. The divers must at all times present a valid medical certificate	
before each dive (less than 2 years old);	
5. The divers must at all times present a competency card for each	
employee in the dive team;	
6. A logbook for each diver must be presented;	
7. An equipped (fully clad) support diver must always be present	
during the dive;	
,	
8. Delimitation of the work area;	
,	
9. Equipment in good operating condition;	
10. Provide a voice communication system at all times;	
11. Provide a safety line for each dive.	
<u>L</u>	

Contractor's Representative	Parks Canada Representative
 Date:	

If in any doubt whatsoever, do not hesitate to contact your supervisor

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ANNEX 3

LOCATIONS - ADDRESSES

Chambly Canal

From Chambly to St-Jean-sur-Richelieu : ± 20km 1840, avenue De Bourgogne (Shops) Chambly (Québec) J3L 1N3

Saint-Ours Canal

Lock

2930, Chemin des Patriotes, route 133 Saint-Ours (Québec)

Dam

1453, Saint-Jean-Baptiste, route 223 Saint-Roch-sur-Richelieu (Québec) J0L 2M0

Lachine Canal

From the Old Port to Lachine ± 15km 1156, rue Mill (Shops) Montreal (Quebec) H3K 2B3

Sainte-Anne Canal

170, rue Sainte-Anne Sainte-Anne-de-Bellevue (Québec) H9X 1N1

Carillon Canal

210, rue du Barrage Saint-André d'Argenteuil (Québec) J0V 1C0

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ANNEX B

BASIS OF PAYMENT

See Excel document provided separately

NOTES:

1. The Offeror must provide pricing in the format specified in the Price Schedule. As a minimum, the Offeror must respond to this pricing proposal by including in its financial offer for each of the periods specified below its quoted firm all inclusive daily rates in Canadian Dollars, applicable taxes excluded.

The volumetric data included in this pricing schedule are provided for offer estimated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the offer solicitation will be consistent with this data.

2. Related expenses - Travel and living expenses

Except for mobilization and demobilization costs, 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, and private vehicle allowances specified 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". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

All payments are subject to government audit.

Estimated Cost of travel and living expenses: \$ _____ (to be filled out at issuance of a call-up)

Note:

For example, when the Project Authority requests that a meeting be held with the Contractor, this will be deemed a related expense. In this example, the kilometers of travel will be calculated from two specific addresses, and the lowest amount will be reimbursed:

- 1) 1899 boulevard de Périgny Chambly QC J3L 4C3
- 2) Commercial address of the Contractor (employees' point of departure)

3. Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers. These direct expenses must be pre-approved by the Project Authority.

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Such Direct Expenses items could include but are not limited to:

- a) consumable welding supplies;
- b) grind wheels;
- c) plastic;
- d) sand bags;
- e) concrete; and
- f) timber.

Total Estimated Cost of Other Direct Expenses: \$____ (inserted at issuance of Call-up)

Additional Information:

1. Firm All Inclusive Hourly Rates

The item numbers listed below refer to the items listed in column A of Tables 1.1, 2.1, 3.1, 4.1 and 5.1 of Annex B – Basis of Payment (provided separately)

a) Item #1

The Contractor must include all equipment necessary to perform the duties of the work bid in the Standard Offer of Agreement including but not limited to all equipment required for a 3 person surface supplied dive; all recording devices - video, audio, sonar, GPS, cable locators; any pneumatic and hand tools necessary to complete the task.

b) Item #2

Any extra diver to complement the 4-person surfaced supplied dive team must be approved by the Project Authority prior to use.

c) Item #8

The Contractor may be required to provide a vessel for the execution of work authorized by the Project Authority if Parks Canada does not have access to the required vessel. The compensation for this item includes all equipment and labour necessary to operate the vessel and perform the given task. The Contractor must identify the type and size of vessel.

In regards to the provision of the vessel the Contractor will not be compensated for mobilization/demobilization, however the Contractor will be compensated for a minimum of 3 hours per requirement.

Example: If the Contractor receives a call-up from the authorized user that contains the services of a boat, then the Firm All Inclusive Hourly Rate specified in the Basis of Payment (for the Specified time period) for Item # 8, will apply for the time that the boat is in service. If the boat is in service for less than 3 hours then the minimum compensation of 3 hours will apply.

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2. Firm All Inclusive Rate for Crew Mobilization/Demobilization per location, travel costs included

The item numbers listed below refer to Tables 1.2, 2.2, 3.2, 4.2 and 5.2 of the attached Pricing Schedule.

a) Item 1 to 5 Inclusive

Example: If the Contractor receives a call-up from the designated user to perform services in the Carillon Canal, then the Firm All Inclusive Rate specified in the Pricing Schedule (for the specified time period) for Item #5 will apply.

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ANNEX C

INSURANCE REQUIREMENTS

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.
 - 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.
 - Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - 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.

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 Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

m. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u> <u>Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

(a) 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:

(b) Senior General Counsel,Civil Litigation Section,Department of Justice234 Wellington Street, East TowerOttawa, 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.

MARINE LIABILITY INSURANCE

- The Contractor must obtain protection and indemnity insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the <u>Marine Liability Act</u>, S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
- 2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.

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3. The protection and indemnity insurance policy must include the following:

- a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Parks Canada and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
- c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- d. Cross liability and 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. Litigation rights: Pursuant to subsection 5(d) of the <u>Department of Justice</u>
 <u>Act</u>, R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

f. 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.

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ANNEX D

ATTESTATION AND PROOF OF COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OHS)

*** to be completed after call-up award ***

The following form must be completed and signed prior to commencing work on Parks Canada Sites.

Submission of this completed form, satisfactory to Parks Canada, is a condition of gaining access to the work place.

Parks Canada recognizes that federal OHS legislation places certain specific responsibilities upon Parks Canada as owner of the work place. In order to meet those responsibilities, Parks Canada is implementing a contractor safety regime that will ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupational Health and Safety Regulations are implemented and observed when involving contractor(s) to undertake works in Parks Canada work places.

Parks Canada Responsible Authority/Project Lead	Address	Contact Information
Project Manager		
Prime Contractor		
Subcontractor(s) (add additional fields as required)		
Location of Work		
General Description of Work to be Completed		

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Name	Signature	e Date	
	(contr t my firm, employees and all sub-contractors will o t and the terms and conditions of the contract.	ractor), certify that I have read, understood and comply with the requirements set out in this	nd
	The contractor and/or its subcontractor(s) will energence of any emergency procedures applicable		
	Where a contractor and/or its subcontractor(s) wisubstances in the work place, it will place warnin the presence of the substances and any precauti hazard of injury or death.	ng signs at access points warning persons of	
	The contractor and/or its subcontractor(s) has insussessment and has put in place a health and sa accordingly, prior to the commencement of the w	afety plan and informed its employees	t
	The contractor and/or its subcontractor(s) will enable health and safety of Parks Canada employees.	nsure that its activities do not endanger the	
	The contractor and/or its subcontractor(s) will enuse all prescribed safety materials, equipment, d		
	The contractor and/or its subcontractor(s) will proequipment, devices and clothing.	ovide all prescribed safety materials,	
	The contractor and/or its subcontractor(s) will contegislation and Parks Canada's policies and procesafety.		
	A meeting has been held to discuss hazards and foreseeable hazards have been identified to the		I

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ANNEX E TO PART 5 OF THE REQUEST FOR STANDING OFFERS

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names when participating in a procurement process. The required list differs depending on the Bidder's or Offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disgualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

Supplier Information

		 	
Supplier's Legal Name:			
Organizational Structure: () Corporate Entity			
Supplier's Legal Address:			
City:	Province / Territory:	Postal Code:	
Supplier's Procurement Business Number (optional):			

List of Names

Name	Title

Solicitation No.: Amendment No.: Contracting Authority: Ver.08.18.20 5P300-20-0135-B Céline Morin Title: Client Reference No.: Request for Standing Offer - Diving Services - Quebec Waterways Declaration I, ______, (name) _____, (position) of __, (supplier's name) declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, or I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within 10 working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within 10 working days of any changes to the list of names submitted. **Signature** Date

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ANNEX F TO PART 5 OF THE REQUEST FOR STANDING OFFERS

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 <u>Financial Administration</u> <u>Act</u>, 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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

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published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-1</u> 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 Yes () No () terms of the Work Force Adjustment Directive?

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.