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Bid Receiving/Réception des soumissions

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

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

**REQUEST FOR STANDING OFFER**

**DEMANDE D'OFFRES À COMMANDES  
(DOC)**

Proposal to: Fisheries and Oceans Canada

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

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

<b>Title / Titre</b> Standing Offer for Civil and Marine Engineering Services in Prince Edward Island		<b>Date</b> December 15, 2021
<b>Solicitation No. / N° de l'invitation</b> 30002128		
<b>Client Reference No. / No. de référence du client(e)</b> 30002128		
<b>Solicitation Closes / L'invitation prend fin</b> <b>At / à :</b> 14 :00 AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) <b>On / le :</b> January 25, 2022		
<b>F.O.B. / F.A.B.</b> Destination	<b>Taxes</b> See herein — Voir ci-inclus	<b>Duty / Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services / Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to : / Adresser toute demande de renseignements à :</b> Kimberly Walker <b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		
<b>Delivery Required / Livraison exigée</b> See herein — Voir en ceci	<b>Delivery Offered / Livraison proposée</b>	
<b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. / No. de téléphone</b>	<b>Facsimile No. / No. de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	

# REQUEST FOR STANDING OFFER (RFSO)

30002128

Standing Offer for Civil and Marine Engineering Services  
in Prince Edward Island

FISHERIES AND OCEANS CANADA

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

1.2.1    The Department of Fisheries and Oceans has a requirement to set up standing offer agreements for Marine and Civil Engineering services in the province of Prince Edward Island on an "as and when" requested basis. The objective is to award Standing Offer Agreements (SOA) for up to three (3) suppliers who can provide Marine and Civil Engineering Services to meet the specific needs of the Statement of Work.

The Department of Fisheries & Oceans Canada (DFO), Small Craft Harbours (SCH) branch operates and maintains a national system of harbours to provide commercial fish harvesters and other harbour users with safe and accessible facilities.

The purpose of the standing offer is to pre-qualify a list of consultants to provide support to Small Craft Harbours (SCH) with marine / civil engineering inspection, planning and design services to meet program obligations with respect to maintaining safe and accessible facilities in the province of Prince Edward Island.

1.2.2    The requirement is subject to the, Atlantic Procurement Agreement, Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), World Trade Organization-Agreement on Government Procurement (WTO-AGP), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada - Ukraine Free Trade Agreement (CUFTA), Canada - European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).

### **1.3 Security Requirements**

There is no security requirement applicable to the Standing Offer.

#### **1.4 Debriefings**

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

## **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.

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

Delete: 60 days  
Insert: 120 days

### **2.2 Submission of Offers**

Offers must be submitted only to Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated in the RFSO.

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

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 8 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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**

- (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 soft copy);
- Section II: Financial Offer (1 soft copy);
- Section III: Certifications (1 soft copy).

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

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

**Emails with links to bid documents will not be accepted.**

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy, the wording of the electronic copy will have priority over the wording of the other copies.

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

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

#### **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 Annex B, Basis of Payment.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Annex D for details

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to Annex D for details

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price - Offer**

*SACC Manual* Clause [M0220T](#) (2016-01-28), Evaluation of Price

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

### **4.2 Basis of Selection**

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

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria; and
  - (c) obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

2. Bids not meeting (a), (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 70 and the lowest evaluated price is \$45,000.

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>		84.18	73.15	77.70
<b>Overall Rating</b>		1st	3rd	2nd

## 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, if **applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.1.2 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.1.3 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

#### 5.1.4 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.

### 5.1.5 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for

the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

**5.1.6 Experience and Education**

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

**5.1.7 Workers Compensation Certification – Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 7 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

**5.1.8 Contractor's Representative**

The Contractor's Representative for the Contract is:

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

**5.1.9 Supplementary Contractor Information**

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

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

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

\_\_\_\_\_

**b)** The status of the contractor (individual, unincorporated business, corporation or partnership:

\_\_\_\_\_

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

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

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**5.1.10 Electronic Payment Instruments**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- Direct Deposit (Domestic and International);

**5.1.11 List of Proposed Subcontractors**

M7035T (2013-07-10), List of Proposed Subcontractors

If the offer includes the use of subcontractors, the Offeror agrees, upon request from the Standing Offer Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

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

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

---

Signature

---

Print Name of Signatory

**PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

**6.1 Security Requirements**

There is no security requirement applicable to the Standing Offer.

**6.2 Insurance Requirements – No Specific Requirements**

*SACC Manual* clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirements



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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 perform the Work 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.

Security Clauses #1 – No Security Requirement, **escort required at DFO site(s)**

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

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

##### **7.3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- Report 1: April 1 to September 30;
- Report 2: October 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

**7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from standing offer award to March 31, 2025.

**7.5 Authorities**

**7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Kimberly Walker  
Title: Senior Contracting Officer  
Fisheries and Oceans Canada  
Procurement Hub - Fredericton  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

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

**7.5.2 Project Authority**

The Project Authority for the Standing Offer is: *(to be provided on standing offer award)*

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

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 *(to be provided on standing offer award)***

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

**7.6 Proactive Disclosure of Contracts with Former Public Servants**

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *(to be provided on standing offer award)*.

## 7.8 Call-up Procedures

1. Services will be called-up as follows:

- a) The Project Authority will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed.

The system will contain for each consultant an ideal business distribution percentage which has been established as follows; 43.0% of the business for the top ranked consultant, 32% for the 2nd ranked consultant and 25.0% for the 3rd ranked consultant. In the event fewer than three (3) consultants are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

$$\text{Revised Distributions \%} = \frac{\text{pre-established \%}}{100 \text{ less the non-distributed \%}} \times 100$$

The Consultant who is furthest under their respective ideal business distribution percentage in relation to the other consultants will be selected for the next call-up.

- b) The Consultant will be provided the scope of services and will submit a proposal to the Project Authority in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
- c) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.
- d) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
- e) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.

2. The Consultant will be authorized in writing by the Project Authority to proceed with the services by issuance of a Call-up against the Standing Offer.

3. Any proposed changes to the scope of work are to be discussed with the 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 in paragraphs 1 and 2 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

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.

#### 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$250,000.00 (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 \$3,000,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

#### 7.13 Certifications and Additional Information

##### 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are

conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

**7.13.2 SACC Manual Clauses**

M3020C (2016-01-28), Status of Availability of Resources – Standing Offer

**7.13.3 Education and Experience**

SACC Manual clause M3021T (2012-07-16) Education and Experience

**7.13.4 Status and Availability of Resources**

SACC Manual clause M3020C (2016-01-28) Status and Availability of Resources

**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 Prince Edward Island.

## **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**

[2010B \(2020-05-28\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of [2010B \(2020-05-28\)](#), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period for making call-ups against the Standing Offer is from March 1, 2022 to March 31, 2025.

#### **7.3.2 Delivery date**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of payment**

The Contractor will be paid firm unit prices stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B".

### **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 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. <https://www.njc-cnm.gc.ca/directive/d10/en>

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: *(to be stipulated in each call-up)*

#### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *to be provided at standing offer award*). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.5.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

### 7.5.5 Electronic Payment of Invoices – Call-up

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International);

### 7.6 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.
2. Each invoice must be supported by a copy of any documents as specified in the Contract.
3. Invoices must be distributed as follows:  
The original copy must be forwarded to [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca) for certification and payment. **AP Coder - (name to be provided at contract award)**

### 7.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirements

### 7.8 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](#)".



**ANNEX "A" STATEMENT OF WORK**

**RS1 GENERAL REQUIREMENTS**

RS 1.1 Background Information RS 1.2 Services  
RS 1.3 Services Which May Be Required

**RS 2 INSPECTION / SITE ASSESSMENT SERVICE**

RS 2.1 General  
RS 2.2 Scope and Activities RS 2.3 Deliverables

**RS 3 DESIGN SERVICE**

RS 3.1 General  
RS 3.2 Scope and Activities RS 3.3 Deliverables

**RS 4 TENDER SERVICE**

RS 4.1 General  
RS 4.2 Scope and Activities

**RS 5 CONSTRUCTION SUPPORT SERVICE**

RS 5.1 General  
RS 5.2 Scope and Activities

**RS 6 COMMISSIONING SERVICE**

RS 6.1 General  
RS 6.2 Scope and Activities RS 6.3 Deliverables

**RS 7 POST CONSTRUCTION SERVICE**

RS 7.1 General  
RS 7.2 Scope and Activities RS 7.3 Deliverables

**RS 8 ADDITIONAL SERVICES**

RS 8.1 General  
RS 8.2 Scope and Activities

**RS 9 SUB-CONTRACTOR/SPECIALIST COORDINATION**

RS 9.1 General

## **RS 1 GENERAL REQUIREMENTS**

### **Background Information**

The Department of Fisheries & Oceans Canada (DFO), Small Craft Harbours (SCH) branch operates and maintains a national system of harbours to provide commercial fish harvesters and other harbour users with safe and accessible facilities.

The purpose of the standing offer is to pre-qualify a list of consultants to provide support to Small Craft Harbours (SCH) with marine / civil engineering inspection, planning and design services to meet program obligations with respect to maintaining safe and accessible facilities in the **Province of Prince Edward Island**.

### **Services**

Small Craft Harbours (SCH) requires the services of a firm (Contractor) with expertise in marine / civil engineering disciplines to act in the capacity of the coordinating engineer of record for the provision of services.

This generic Terms of Reference (TOR) provides the Terms of Reference for the common services which may be required for the various projects.

The Contractor will be engaged through individual project specific "Call-Ups" which will include a project specific TOR, identifying the required services.

### **Services Which May Be Required**

Inspection / Investigation / Site Assessment Service.

Design Service.

Tender Service.

Construction Support Service.

Commissioning Service.

Post Construction Service.

## **RS 2 INSPECTION / INVESTIGATION / SITE ASSESSMENT SERVICE**

### **General**

The objective is to review and analyze all available project information, consult with the Project Authority, and deliver a comprehensive Inspection / Investigation / Site Assessment.

### **Scope and Activities**

Analyse the project requirements.

Identify all additional information that will be needed to deliver the project.

Visit the site(s).

Investigate.

Inspect and assess site and facility conditions.

Provide an engineering opinion of the recommended repairs/action.

### **Deliverables**

A Inspection / Investigation / Site Assessment Engineering Report that will contain at a minimum:

Title Page;

Table of Contents;

Introduction;

Facility Description;

Results;

Conclusion & Recommendations;

Appendices;

Photographs;

Drawings.

## **RS 3 DESIGN SERVICE**

### **General**

The objective of this stage is prepare construction drawings and specifications for the purpose of tendering through consultation with the Project Authority.

The Contractor shall produce designs that:

- Are effective and efficient;
- Meets current Codes, Standards and guidelines;
- Optimizes performance of the system;
- Are designed for ease of maintenance;
- Minimize long-term maintenance costs through provision of suitable corrosion prevention and durability features;
- Use industry proven materials and avoidance of experimental materials; and
- Are cost effective considering both initial cost and operation & maintenance costs over a life cycle of 25 years.

**Scope and Activities**

The Contractor shall:

- Review all other available existing material related to the project including requirements identified in the TOR;
- Identify and analyze all Codes, Acts, Standards and guidelines that apply to this project. These should include, but not be limited to, the latest edition of the following (including all amendments, supplements and revisions):
  - Small Craft Harbours – Guidelines of Harbour Accommodations
  - Small Craft Harbours – Guidelines Inspection and Maintenance of Marine Facilities Canada Labour Code, Part II Occupational Health and Safety
  - Canada and Provincial Occupational Health and Safety Regulations
  - Federal and Provincial Environmental Acts and Regulations, including Fisheries Act Navigable Waters Protection Act
  - National Building Code of Canada National Fire Code
  - CAN/CSA-S6 Canadian Highway Bridge Design Code CAN/CSA-A23.3: Design of Concrete Structures CAN/CSA-S16: Limit States Design of Steel Structures CSA-086: Engineering Design in Wood
  - Canadian Electrical Code
  - Provincial and Municipal Traffic Acts and Regulations
- Assess the recommended options;
- Establish the sustainability targets;
- Confirm the commissioning requirements;
- Create construction documents in accordance with the General P&S Document;
- Design according to the budget and schedule;
- Non-compliances will require revisions to the contract documents;
- Provide updated cost estimates.

Provide a cost breakdown by unit rate and/or trade for review of bids and comparison with the successful Contractor's cost breakdown.

Update the project schedule;

Establish a quality control process for the construction and contract administration stage.

**Deliverables**

Construction Documents to be submitted at various stages as identified in the project specific TOR.

A Class "B" Estimate;

A project schedule;

Construction Drawings;

Drawings should reflect 50% completeness with all Plan, Elevation, Details, and Sections shown.

Specifications

Index to specifications

Draft Division 1 including draft Commissioning Sections.

99% complete Construction Documents, fully coordinated as if ready for tender.

This submission incorporates all revisions required by the review of the previous submission.

The Contractor shall submit documents to the Project Authority.

The submittal shall include:

A Class "A" Estimate

An updated project schedule

Construction Drawings

Drawings should reflect 99% completeness with a complete design without any unfinished details.

Complete Specifications.

(a) Specifications should be complete with all sections and thoroughly coordinated with the Drawings.

Response to PWGSC written comments of previous submittal.

Final (100%) Construction Documents ready for tendering.

This submission incorporates all revisions required by the review of the previous submission.

The Contractor shall submit documents to the Project Authority, HRSDC, local municipality, or any other Authority having jurisdiction.

The submittal shall include:

An updated Class 'A' cost estimate.

An updated project schedule

Construction Drawings & Specifications

As per the General P&S Document.

Response to PWGSC written comments of previous submittal

Advise the Project Authority of all issues raised by other officials and all Contractors' responses.

The Contractor must confirm in writing that:

The documents are ready to be issued for tender;

The checklist in the General P&S Document has been reviewed in concert with the requirements of the Contractor Agreement; and  
A full review and coordination of the Contract Documents are complete and in accordance with professional standard of care.

#### **RS 4 TENDER SERVICE**

##### **General**

The objective of this phase is to support the Project Authority with the tender.

##### **Scope and Activities**

When requested, the Contractor will be required to:

Provide the Project Authority with information required by bidders to interpret construction documents.

Prepare addenda, in response to all questions during the bidding period and submit to Project Authority,

Attend pre-tender site visits,

During Bid Review and Analysis, assist the Project Authority, as required, by analyzing and reviewing the submitted bid.

#### **RS 5 CONSTRUCTION SUPPORT SERVICE**

##### **General**

The objective of this phase is to support the Project Authority with the construction phase and ensure the quality, budget and schedule of the project.

##### **Scope and Activities**

The Contractor shall:

Provide regular field reviews and as required to fulfil the Contractor's professional obligations to monitor the construction activities throughout the construction period and keep Project Authority informed of work progress,

Reject unsatisfactory work,

Provide written reports.

Authorize special tests, inspections and minor works that do not impact project cost and schedule,

1. Provide the Project Authority with all material specifications, mixes and tests outside the scope of the Contractor.

Review shop drawings and provide copies to the Project Authority

Review and comment on the Contractor's schedule,

Interpret contract documents as required and provide any additional drawings or specifications required to clarify, interpret or supplement Construction Documents,

Review, comment and make recommendations on various documents such as Contractor's Progress Claims and updated schedules,

Provide timely technical advice,

Recommend the amounts owing to the Contractor based on work progress,

Assist the Project Authority to prepare Certificate of Substantial Completion and provide sign-off,

For Changes to the work:

Assist the Project Authority to prepare CCN's and COs, to be issued by the Project Authority.

For Cost Estimating Services:

Evaluate change orders; claims, work completed and cash flow.

After issue of contract provide details for evaluating the project's cost performance

For Scheduling Services:

Review contractor's monthly schedule report and report findings and recommendations to PWGSC for further discussion with the Contractor.

Permits

j. Assist the Contractor and provide required documentation in order to obtain the building permit.

## **RS 6 COMMISSIONING SERVICE**

### **General**

The purpose of the Commissioning Service is to ensure that a fully functioning project is delivered to the Client.

### **Scope and Activities**

Integrated and comprehensive commissioning for the project in accordance with the requirements in the Plans & Specifications document,

The project will be accepted and the Certificate of Substantial Completion will be issued only after the Contractor meets the requirements of the GCs and:

Successful completion of integrated systems tests, life safety support systems tests and after meeting all requirements of the authority having jurisdiction

All test certificates, commissioning reports and commissioning documentation have been approved by the Project Authority.

During the Construction Phase:

Monitor and report on contract commissioning activities,

Review and certify verification sheets as they are completed by the contractor,

Review commissioning schedule,

Witness all component, system and integrated systems tests,

Review and comment on commissioning test results,

Provide advice and recommendations for fine tuning,

### **Deliverables**

Commissioning Specifications in Div 01,

Reviewed and all forms to be executed by the Contractor,

Reviewed and Accepted Commissioning (Evaluation) Report.

## **RS 7 POST CONSTRUCTION SERVICE**

### **General**

The purpose of this phase is to support the Project Authority in obtaining all final documents required for project close out.

### **Scope and Activities**

Project Close-out Services

Revise documentation to reflect all changes, revisions and adjustments after completion of commissioning

Prepare record drawings and specifications based on Contractor's as-builts;

Assist the Project Authority to prepare the Final Certificate of Completion and provide sign-off.

Review the Operations and Maintenance Manual.

Review the Commissioning Report.

Participate in Lessons Learned workshops if requested

Warranty Services

Monitor and certify rectification of deficiencies before expiry of warranties

Sign off on the Final Completion of the construction contract,

Participate in warranty inspections with *Project Authority* and Contractor

Provide warranty deficiency list,  
Provide Final Warranty Review report.

**Deliverables**

Warranty Deficiency List  
Final Certificate  
As-Built and Record Drawings and As-Built Specifications.  
Comments to O&M Manual  
Signed final Commissioning Manual  
Sign-off on Warranty

**RS 8 ADDITIONAL SERVICES**

**General**

If required, any additional services will be identified at the time of each individual Call-up, and the Contractor will be responsible for the provision and management of these additional services.

**Scope and Activities**

Examples of these services include but are not limited to:

Coastal studies  
Bathymetry (sounding) surveys  
In-water and diving inspections  
Geotechnical investigations  
Environmental assessment and permitting  
Peer review of Contractor work  
Topographical surveys  
Marine electrical and lighting systems  
Concrete and material testing

**RS 9 SUB-CONTRACTOR/SPECIALIST COORDINATION**

**General**

The Contractor shall coordinate and manage the services of sub-Contractors/Specialists required to complete project requirements in support of the requested services under a Call-up.

## **ANNEX "B" BASIS OF PAYMENT**

### **INSTRUCTIONS**

1. Price proposals are not to include Applicable Taxes and will be evaluated in Canadian Dollars.
2. Proponents are not to alter or add information to the form.
3. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
4. The hourly rates identified will be for the duration of the Standing Offer.
5. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the Contractor's office are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Project Authority) in accordance with current National Joint Council Travel Directive.
6. Fixed hourly rates for each Category of Personnel are to be provided for each year and multiplied by the weight factor % in column A (provided for evaluation purpose only).
7. Note: Volumetrics (weight factor) is provided for evaluation purposes only and is not a guaranteed amount. Prices are required for the table provided. If rates are not provided for all the years, they will be considered to be the same as for Year 1.



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March 1, 2022 to March 1, 2025

Column	A	B	C	D	E
<b>CATEGORY OF PERSONNEL</b>	<b>Weight Factor</b>	<b>Fixed Hourly Rates * Standing Offer Award to March 1, 2023 Year 1</b>	<b>Fixed Hourly Rates * March 1, 2023 to March 1, 2024 Year 2</b>	<b>Fixed Hourly Rates * March 1, 2024 to March 1, 2025 Year 3</b>	<b>A x (B+C+D)</b>
Partner or principal	3%	\$	\$	\$	\$
Senior Engineer	8%	\$	\$	\$	\$
Intermediate Engineer	10%	\$	\$	\$	\$
Junior Engineer	7%	\$	\$	\$	\$
Senior Technologist / Technician	10%	\$	\$	\$	\$
Geotechnical Expert	12%	\$	\$	\$	\$
Environmental Expert	15%	\$	\$	\$	\$
Electrical Engineer	10%	\$	\$	\$	\$
Coastal Engineer	15%	\$	\$	\$	\$
Drafting Personnel	10%	\$	\$	\$	\$
Administrative Support (will not be used for evaluation purposes)		\$	\$	\$	NOT EVALUATED
<b>SUB-TOTALS (Used for Evaluation Purposes)</b>					\$



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**ANNEX “D” EVALUATION CRITERIA**
**1 MANDATORY REQUIREMENTS**

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation.

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

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
<b>M1</b>	<p><b>Licenses/Certifications:</b> The Bidder shall be authorized to provide coastal / harbour inspection and design services and must include a coastal / harbour engineer or designer licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the <b>Province of Prince Edward Island</b>.</p> <p>You must PROVIDE A COPY of current license to practice as a Professional Engineer. The Bidder must provide proof of registration with the Association of Professional Engineers in the applicable province.</p>		

**RATED REQUIREMENTS**

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response):

<b>POINT RATED CRITERIA</b>				
No.	Rated Technical Criteria	Point Breakdown	Maximum Points	Cross-Reference to Proposal (page #)
<b>2.1</b>	<b>Comprehension of the Scope of Services</b>			
	<p><i>What we are looking for:</i> A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.</p>			
<b>R2.1A</b>	Scope of services - detailed list of services offered to meet the	Points will be awarded as follows:		

	<p>requirements of the Required Services including any specialty services that maybe outside those offered by key personnel;</p> <p><b>Services Which May Be Required</b>  RS2 Inspection / Investigation / Site Assessment Service.  RS3 Design Service.  RS4 Tender Service.  RS5 Construction Support Service.  RS6 Commissioning Service.  RS7 Post Construction Service.  Additional Services (RS.8)</p>	<p>1.5 point per RS services offered (RS2 to RS7)</p> <p>1 point for Geotechnical Services offered (RS8)</p> <p>1 point for Coastal Engineering Services Offered (RS8)</p> <p>1 point will be awarded if bidder is offering Environmental Services such as permitting and Environmental impact assessment.</p>	<p>/9</p> <p>/1</p> <p>/1</p> <p>/1</p>	
<b>R2.1B</b>	<p>A description of the Bidder's approach to delivery of services and how the approach demonstrates understanding of the SCH and Harbour Authority program;</p> <p>Did not provide a description to be evaluated  Incomplete - Has some understanding of the requirements but lacks understanding in some areas of the requirements.  Complete - Demonstrates an excellent understanding of the requirements</p>	<p>Points will be awarded as follows:</p> <p>Description NOT provided = 0 pts</p> <p>Incomplete description provided = 2 pts</p> <p>Complete and comprehensive description provided =4 pts</p>	<p>/4</p>	
<b>R2.1C</b>	<p>A demonstrated knowledge of application regulations, codes and standards and particularly as they apply on federal owned and/or locally operated harbour facilities;</p> <p>*Must provide proof with bid submission</p>	<p>Points will be awarded as follows:  No = 0 pts Yes = 1 pts</p>	<p>/1</p>	
<b>R2.1D</b>	<p>Describe how projects will be delivered using a collaborative approach within a team environment, including sub-consultant.</p>	<p>Points will be awarded as follows:</p> <p>No = 0 pts</p> <p>Yes = 2 pts</p>	<p>/2</p>	

<b>R2.1E</b>	Broader goals: Provide an example of a project that included broader goals rational such as (federal image, sustainable development, sensitivities)	Points will be awarded as follows: Non-relevant example= 1pts Relevant example = 2 pts	/2	
<b>R2.1F</b>	Project management approach to working with DFO (understanding of DFO management structure, Client environment, standing offer process, working with the government in general  *Must provide proof with bid submission	Points will be awarded as follows: No experience working with the Federal Government of Canada = 0 pts  Experience working with provincial government, municipality, private sector = 1 pt  Experience in working with the Federal Government of Canada in General = 3 pts	/3	
<b>2.2 Team Approach / Management of Services</b>				
<i>What we are looking for:</i>				
<i>How the team will be organized in its approach and methodology in the delivery of the Required Services.</i>				
<b>R2.2A</b>	Roles and responsibilities of key personnel	Points will be awarded as follows: No information provided = 0 pts Information provided = 1 pts	/1	
<b>R2.2B</b>	Assignment of the resources and availability of back-up personnel	Points will be awarded as follows: No information provided = 0 pts Information provided = 1 pts	/1	
<b>R2.2C</b>	Management and organization (reporting structure)	Points will be awarded as follows: No information provided = 0 pts Information provided = 1 pts	/1	
<b>R2.2D</b>	The firm's approach to responding to the individual call-ups which will arise as a result of	Points will be awarded as follows:	/1	

	this standing offer	No information provided = 0 pts Relevant Information provided = 1 pts		
<b>R2.2E</b>	Quality control techniques and coordination of the design work between all required disciplines	Points will be awarded as follows: No information provided = 0 pts Procedure provided = 1pt Established and relevant procedure provided = 2 pts	/2	
<b>R2.2F</b>	How the team intends to meet the 'Project Response Time Requirements'	Points will be awarded as follows: No information provided = 0 pts Information provided = 1 pts	/1	
<b>R2.2G</b>	Conflict resolution methods	Points will be awarded as follows: No information provided = 0 pts Information provided = 1 pts	/1	

### 2.3 Past Experience

*What we are looking for:*

Demonstration that over at least the past ten (10) years, the Bidder has participated in a range of projects requiring a full scope of services in accordance with the Required Services (RS) section. The Bidder's participation in these projects should have involved the scope of services listed in the Required Services (RS) section. Clearly state and identify each RS were involved in each of the projects provided as examples.

Each project must have the respective involved element(s) listed in the description. Three (3) of the projects must involve services from a different element listed below. For validation, please provide information requested below; If validation information is missing, no points will be awarded for question R2.3A.

For the above projects, include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline; Indicate the dates the services were provided for the listed projects; Scope of services rendered, project objectives, constraints and deliverables; and Client references - name, address, phone and fax of client contact at working level. Reference

checks may be completed if deemed necessary.

The Bidder (as defined in General Instructions GI 1) must possess the knowledge on the below projects. Past project experience from entities other than the Bidder will not be considered in the evaluation unless these entities form part of a joint venture Bidder.

Please indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

<p><b>R2.3A</b></p>	<p><i>What the Bidder should provide (recommend one (1) page per project):</i>  A brief description of a maximum of five (5) projects completed over the last ten (10) years by the Bidder. Each of the projects must involve at least one (1) of the following list of coastal or harbour structures / features design / study / assessment elements:</p> <ol style="list-style-type: none"> <li>1. Harbour facility (i.e. wharves, breakwaters, gangways, boats, haulout facilities, service areas, etc.) condition assessments (underwater and topside)</li> <li>2. Harbour facility load evaluation assessments</li> <li>3. Code and regulatory compliance assessment</li> <li>4. Feasibility and Investment Analysis</li> <li>5. Geotechnical and material investigations</li> <li>6. Marine traffic safety and volume assessments</li> <li>7. Harbour planning, reconfiguration and design</li> <li>8. Hydraulic modeling (modeling for wave attenuators &amp; fences)</li> <li>9. Hydrographic surveys &amp; dredge planning</li> <li>10. Shoreline erosion assessments</li> <li>11. Site exposure (wind, wave, current, flood) assessments</li> <li>12. Harbour facility and breakwater design</li> </ol>	<p>Points will be awarded as follows:</p> <p>Project = 5 pt  Projects = 10 pts  Projects = 15 pts  Projects = 20 pts  Projects = 25 pts</p> <p>Additionally, 1 point per project will be awarded if the consultant was also involved in either: Environmental Impact assessment, permitting or duty to consult. (relating to the 5 examples provided)</p> <p>Additionally, 1 point per project will be awarded if project work is Marine related to Federal Government of Canada. (relating to the 5 examples provided)</p>	<p>/25</p> <p>/5</p> <p>/5</p>	
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	13. Beach nourishment planning & design 14. Assess tidal hydraulics			
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**Senior Personnel Expertise and Experience**

*What we are looking for:*

A demonstration that the Bidder has a senior personnel in-house with the capability, capacity and expertise in each area listed in the Required Services (RS2 to RS8) sections.

*What the Bidder should provide (recommend two (2) page per senior personnel):* For validation, please provide information requested below; If validation information is missing, no points will be awarded for question R2.4.

submit a maximum of one (1) c.v.'s of senior personnel. The curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and

Identify the personnel's years of experience, the number of years with the firm; and professional accreditation; and

experience relating to working with marine infrastructures found within Federal Government Harbour facilities; and

accomplishments / achievements / awards.

In-house personnel means personnel within the Bidder's organization (see definition of Bidder in General Instructions GI 1). Past expertise and experience of personnel not within the Bidder's (or joint venture Bidder's) organization will not be considered in the evaluation.

<p><b>R2.4</b></p>	<p><i>What the Bidder should provide (recommend one (1) page per senior personnel):</i>                  submit a maximum of one c.v.'s of senior personnel. The curriculum vitae should clearly indicate the years of experience the senior personnel has in the provision of the services specified in the Required Services (RS) section; and                  Identify the personnel's years of experience, the number of years with the firm; and</p> <p>C) professional accreditation; and</p> <p>D) experience relating to working with marine infrastructures found within Federal Government Harbour facilities; and</p>	<p>Points will be Awarded as follows:</p> <p>1.5 points per Required Service (RS2 to RS7) that the Senior Personnel was directly involved in over the course of his or her career. (please clearly indicate)</p> <p>An additional point will be giving if the Senior was involved in 1 RS8 services</p>	<p>/9</p> <p>/1</p>	
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	<p>E) accomplishments / Achievements / awards.</p>	<p>over the course of his or her career</p> <p>An additional 3 points will be given if this senior personnel /3 was involved in at least 3 of the 5 project submitted under section 2.3 of this RFSO.</p>		
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**Consultant's in house resources**

*What we are looking for:*  
 A demonstration that the Bidder has project personnel in-house with the capability, capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section; following Table 1A, Category of personnel.

*What the Bidder should provide (recommend one (1\4) page **per** personnel):*  
 submit a maximum of one (1) personnel per category; project personnel which will perform the majority of the work resulting from the individual Call-ups. Each personnel description should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section;  
 Identify the personnel's years of experience, the number of years with the firm;  
 professional accreditation;  
 experience relating to working with the Federal Government, Fisheries and Oceans, and/or marine infrastructures found within Small Craft Harbour facilities, and  
 accomplishments/achievements/awards.

In-house personnel means personnel within the Bidder's organization (see definition of Bidder in General Instructions GI 1). Past expertise and experience of personnel not within the Bidder's (or joint venture Bidder's) organization will not be considered in the evaluation. Note: DFO SCH will award points for Environmental and Electrical services that are delivered through sub consultants provided the bidder directly manages the sub consultants through the delivery.

<b>R2.5</b>	<p><i>What the Bidder should provide (recommend maximum of (1) page per personnel for validation to talk about personnel that will be working directly on DFO project, and if that person has marine experience Maximum 1 staff per category:</i></p> <p>Partner Or Principal</p> <p>Senior Engineer</p> <p>Intermediate Engineer</p> <p>Junior Engineer</p> <p>Senior Technologist\Technician</p> <p>Geotechnical Expert</p> <p>G) Environmental Engineer</p> <p>H) Electrical Engineer</p> <p>I) Coastal Engineer</p> <p>J) Drafting Personnel</p>	<p>Points will be Awarded as follows:</p> <p>1 pt per category</p> <p>Half a pt (0.5) per category if that person has marine experience with Federal Government of Canada</p> <p>Half a pt (0.5) per category if that person has marine with DFO</p>	<p>/2</p> <p>/2</p> <p>/2</p> <p>/2</p> <p>/2</p> <p>/2</p> <p>/2</p> <p>/2</p> <p>/2</p> <p>/2</p>	
	TOTAL SCORE (required minimum of 70) points overall)		/100	

## 2.6 EVALUATION AND RATING

Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated and rated by the Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings.