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Comments - Commentaires

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 Cabot Place, Phase II, 2nd Floor
 Box 4600
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Title - Sujet SA Commercial Diving Services-DFO AMA des services de plongée commerciale - MPO	
Solicitation No. - N° de l'invitation F6813-220003/A	Date 2022-08-22
Client Reference No. - N° de référence du client F6813-220003	GETS Ref. No. - N° de réf. de SEAG PW-\$XAQ-031-7859
File No. - N° de dossier XAQ-2-45008 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Newfoundland Daylight Saving Time NDT on - le 2022-09-20 Heure Avancée de Terre-Neuve HAT	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Lacey (XAQ), Rhonda	Buyer Id - Id de l'acheteur xaq021
Telephone No. - N° de téléphone (709)730-1597 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS DONOVANS INDUSTRIAL PARK 1 SOUTHERN CROSS RD BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement 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 arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

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

1.2 Summary

The purpose of this Request for Supply Arrangement is to establish a list of pre-qualified Commercial Diving Contractors in the Atlantic Region that Fisheries and Oceans Canada, Environmental Response, Canadian Coast Guard will use to solicit bids and issue individual contracts under the terms and conditions of the Supply Arrangement for Pollution Abatement.

This Supply Arrangement (SA) requirement is on an as is and when required basis for the Department of Fisheries and Oceans Canada (DFO), Environmental Response (ER), Canadian Coast Guard (CCG) in the Atlantic North (Newfoundland and Labrador) and Atlantic South Region, (Nova Scotia, PEI, and New Brunswick) and will involve individual contracts issued under the SA with a specific work requirement which will be initiated as projects and situations occur.

Individual contracts issued under this SA will be initiated from either of the Environmental Response, Coast Guard Offices in Atlantic Region under the direction of the Superintendent or Deputy Superintendent of ER. The supplier shall indicate the service area (Atlantic South, Atlantic North or both) and a contact address and individual responsible for the SA for either or both of these locations.

The requirement covered by the bid solicitation of any resulting supply arrangement may be subject to a preference for Canadian services or may be limited to Canadian services.

This RFSA allows suppliers to use the CPC Connect service provided by Canada Post Corporation to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

1.4 Canadian Content

The goods and/or services covered by the Supply Arrangement may be limited to Canadian services as defined in clause [A3050T](#).

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

1.5 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

1.6 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

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

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008](#) (2022-03-29) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Arrangements

Arrangements must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSA:

Electronic submissions may be sent to: PWGSC Bid Receiving Unit in Newfoundland and Labrador:

TPSGC.RAReceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-pwgsc.gc.ca.

Note: Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions [2008](#), or to send arrangements through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

Facsimile number: 709-772-4603

2.3 Former Public Servant - Notification

Service 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. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

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

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the services are to be rendered.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) 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.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the arrangement be gathered per section and separated as follows:

Section I: Technical Arrangement
Section II: Certifications
Section III: Additional Information (completed and returned as part of the RFP document)

- If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:

Section I: Technical Arrangement (1 hard copy)

Section II: Certifications (1 hard copy)

Section III: Additional Information (completed and returned as part of the RFP document)

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 Supplier is simultaneously providing copies of its arrangement using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

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

Canada requests that suppliers follow the format instructions described below in the preparation of hard copy of their arrangement:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSA.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, suppliers should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Suppliers are encouraged to submit arrangements electronically. If hard copies are required, Suppliers should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Arrangements which do not meet all technical criteria will be deemed non-responsive.

4.1.1.1 Mandatory Technical Criteria

Detailed herein. See Annex B – Evaluation Criteria and Basis of Selection.

4.2 Basis of Selection

4.2.1 Basis of Selection

1. To be declared responsive, an arrangement must:
 - a. Comply with the requirements of the Request for Supply Arrangements; and
 - b. Meet all mandatory technical criteria

Arrangements not meeting the above will be declared non-responsive.

4.3 Financial Viability

SACC Manual clause [S0030T](#) (2014-11-27) Financial Viability

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Supply Arrangement Authority will render the arrangement non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#)

website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Insurance Documentation

Contractors are not required to have the specified Commercial General Liability Insurance to qualify for a Supply Arrangement. However, **Contractors must provide a letter from their insurance provider indicating that this coverage can be obtained within five (5) calendar days.** This letter shall be included with solicitation documents.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the arrangement 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 Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 two (2) 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.

5.2.2.1 Status and Availability of Resources

5.2.2.1.1 SACC Manual clause **S3005T** (2008-12-12) Status and Availability of Resources.

5.2.2.2 Education and Experience

5.2.2.2.1 SACC Manual clause **S1010T** (2008-12-12) Education and Experience

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Supply Arrangement.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2020](#) (2022-01-28) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.3.2 Supply Arrangement Reporting

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

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

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than fourteen (14) calendar days after the end of the reporting period.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Genevieve Petten
A/Supply Officer
Public Works and Government Services Canada
Acquisitions Branch

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XAQ031
CCC No./N° CCC - FMS No./N° VME

Atlantic Region

John Cabot Building
10 Barter's Hill
St. John's, NL A1C 5T2

Telephone: 709-682-4097
Facsimile: 709-772-4603
E-mail address: Genevieve.petten@pwgsc-tpsgc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative **[Complete with Bid]**

Name: _____
Title: _____
Address: _____

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

6.6 Identified Users

The Identified User is:

Department of Fisheries and Oceans Canada (DFO), Environmental Response (ER), Canadian Coast Guard (CCG) in the Atlantic North (Newfoundland and Labrador) and Atlantic South Region, (Nova Scotia, PEI, and New Brunswick).

6.7 On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.8 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 articles of the Supply Arrangement;
- (b) the general conditions 2020 (2022-01-28), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex A, Statement of Work;
- (d) the Supplier's arrangement dated _____ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement*: "as clarified on

_____ " **or** "as amended _____. *(Insert date(s) of clarification(s) or amendment(s), if applicable).*

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the services are to be rendered.

6.11 Transition to an e-Procurement Solution (EPS)

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

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

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFS), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors.

- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) financial capability;
- (h) certifications;

- **Federal Contractors Program (FCP) for Employment Equity - Notification**
- SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;
- **Integrity Provisions - Declaration of Convicted Offences;**

- (i) conditions of the resulting contract.

6.2 Bid Solicitation Process

6.2.2 The bid solicitation will be sent directly to Suppliers.

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

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XAQ031
CCC No./N° CCC - FMS No./N° VME

-
- (a) **MC** (for medium complexity requirements), general conditions 2010C will apply to the resulting contract;
- (b) **HC** (for high complexity requirements), general conditions 2035 will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

ANNEX A

STATEMENT OF WORK

Requirement:

This Supply Arrangement (SA) requirement is on an as is and when required basis for the Department of Fisheries and Oceans Canada (DFO), Environmental Response (ER), Canadian Coast Guard (CCG) in the Atlantic North (Newfoundland and Labrador) and Atlantic South Region, (Nova Scotia, PEI, and New Brunswick) and will involve individual contracts issued under the SA with a specific work requirement which will be initiated as projects and situations occur.

Individual contracts issued under this SA will be initiated from either of the Environmental Response, Coast Guard Offices in Atlantic Region under the direction of the Superintendent or Deputy Superintendent of ER. The supplier shall indicate the service area (Atlantic South, Atlantic North or both) and a contact address and individual responsible for the SA for either or both of these locations.

The Commercial Diving Operations may include:

1. Underwater Vessel Inspection and survey
2. Underwater hull repair
3. Supply and installation of air bladders, plugs and patches to stop the ingress of water and to allow repairs/maintenance within the vessel.
4. Prevention of pollution and environmental leakage. This may involve the deployment / maintenance of containment booms for source control or the removal of pollutants.
5. Video documentation of damage and repairs.
6. Supply and Operation of Remotely Operated Vehicles (ROV) with and/or without articulating arms. An ROV c/w manipulating arms may need to be of size that can be operated from the PRV III (52 ft. vessel) and have the ability to be deployed and recovered manually.
7. Other operations as required. Other operations not listed above may require additional insurance to be carried by the contractor. These requirements for additional insurance will be indicated by PWGSC - St. John's, NL.

SUPPLIER REQUIREMENTS

1. Suppliers for the Diving Services Supply Arrangement shall fully comply with the following:
 - a) Competency Standard for Diving Operations - CSA Z275.4 (latest revision)
 - b) Occupational Safety Code for Diving Operations - CSA Z275.2 (latest revision)
 - c) CCG Fleet Safety Manual – DFO-5737 Section 7.B.1 Diving Operations.
2. The contractor shall have experience in providing Commercial Diving Services for a minimum of 5 years
3. All Divers shall:
 - a) Have a valid Commercial Divers Certification from the Diver Certification Board of Canada

-
- b) A valid Divers medical Certificate from the Canadian Association of Diving Contractors log book
 - c) A minimum of 50 hours diving experience.
 - 4. The Contractor shall have a documented Safe Practices or Operations manual which includes
 - a) Diving safety Procedures
 - b) Pre and Post Diving Checklists
 - c) Dive Team assignments and responsibilities
 - d) Equipment procedures and Checklists
 - e) Emergency Procedures for Diving Operations
 - f) Equipment failure
 - g) Medical illness and treatment of injury.
 - 5. The Contractor shall provide DFO with copies of all the Diver's certifications identified in item #3 above, before providing services.
 - 6. The Contractor shall provide qualified and experienced divers that are trained to a level that will allow the diver(s) to safely undertake the required diving operations and repairs.
 - 7. The Contractor shall provide a written report to the DFO departmental representative, detailing the site specific Health and Safety Plan prior to commencing work for each dive. The report shall include as a minimum:
 - a) Results of the site specific safety hazard assessment.
 - b) Results of the safety and health risk or hazard analysis for site tasks and operations.
 - c) Contractor and subcontractor Safety Communication Plan;
 - d) The provision of a Comprehensive Dive Plan and Emergency Response Plan.
 - 8. The Contractor shall ensure that all divers maintain an updated dive log, and present this log upon request from the DFO departmental representative.
 - 9. The Contractor shall ensure that the supplied personnel are familiar with regulatory prohibitions placed on the use of SCUBA and the interactions of Occupational Health and Safety Act concerning crane and barge operations, where personal protective equipment and prescribed procedures are required.
 - 10. The Contractor shall provide supplied personnel with all appropriate equipment, devices, tools, and machinery, including personal protection devices (PPE), ensuring all equipment is maintained in proper working condition and is used in the prescribed manner as required under the Canadian Labour Code (CLC);
 - 11. The Contractor shall always have on site a qualified diving supervisor who is authorized to act on the Contractor's behalf to ensure work is properly and safely carried out. The diving supervisor shall be qualified to a level required to supervise the diving operation being carried out.

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12. The Contractor shall immediately stop work and advise the DFO departmental representative, verbally and in writing, in the event of any unforeseen or peculiar safety related factor, hazard or condition, becoming evident, during the performance of the work.
 13. The contractor is required to provide a report of the work completed for each work requirement. This report will include any video, pictures measurements, repairs, and maintenance and a review of the work completed. All test results, calibrations, measurements and readings are to be recorded and provided in the report.

ANNEX B

EVALUATION CRITERIA AND BASIS OF SELECTION

It is the intention of the Crown to evaluate all bids as follows:

- Each bid will be examined to determine if it meets the Mandatory Requirements.
- Proposals which fail to meet the following mandatory requirements will be deemed non-compliant and will be given no further consideration. Bidders must provide the necessary information to support compliance.

MANDATORY REQUIREMENTS	COMPLIANCE (Please Check <input checked="" type="checkbox"/> Accordingly)		IDENTIFY SECTION(S) OF THE PROPOSAL
	YES	NO	
M1-M4 M1: Suppliers for Diving Services shall fully comply with the following: a) Competency Standard for Diving Operations - CSA Z275.4 (latest revision). b) Occupational Safety Code for Diving Operations - CSA Z275.2 (latest revision). c) DFO Fleet Safety and Security Manual – DFO-5737 Section 7.B.1 Diving Operations.			
M2: The contractor shall have experience in providing Commercial Diving Services for a minimum of five (5) years.			
M3: All Divers shall: a) Have a valid Commercial Divers Certification from the Diver Certification Board of Canada. b) A valid Divers medical Certificate from the Canadian Association of Diving Contractors log book.			

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c) A minimum of 50 hours diving experience.			
M4: The Contractor shall have a documented Safe Practices or Operations manual which includes: a) Diving safety procedures; b) Pre and Post diving checklists; c) Dive Team assignments and responsibilities; d) Equipment procedures and checklists; e) Emergency procedures for equipment failure; f) Medical illness and treatment of injury.			

ANNEX C

CONTRACTING PROCESS/STATEMENT OF WORK FORMAT

1.0 CONTRACTING PROCESS

Individual requirements will be raised and processed as follows:

1.1 The Authorized user will prepare a solicitation including a Statement of Work (SOW) in the format provided. This will be distributed via e-mail to all approved contractors in the relevant category. (Form 9400-3 Bid Solicitation will be used as the cover page. http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html).

Note to Authorized users:

Authority limitations have been set at \$40,000.00. This amount includes applicable taxes and contingency for work arising. Requirements exceeding this amount up to and including \$125,000.00 will be issued via Public Services and Procurement Canada (PSPC), St. John's Office. The solicitation will state a ceiling price allowance for work arising (labour and material) which shall not, under any circumstances, exceed 20% of the contract value or a maximum of \$5,000.00.

1.2 The Contractor(s) will provide a return firm price proposal within the time frame and method requested. This proposal will provide an all-inclusive firm price for the completion of the work outlined in the SOW. For urgent work, the request for proposal reply may be required within 24 hours. To be responsive, the Contractor must meet all requirements of the RFP.

1.3 The evaluation will be completed as per Part 4 of the solicitation including certification compliance. The contract document will be sent to the successful contractor by e-mail. A copy of the contract will be forwarded to the Supply Arrangement Authority. (Form 9400-4 Contract will be used as the cover page. http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html).

Evaluation of price will be for known work only. The allowance will be utilised only if necessary, and does not form part of the contract without a properly issued amendment. The amendment shall clearly demonstrate the changes. (Form 9400-4 Contract will be used as the cover page. The amendment number shall follow the contract number).

1.4 Upon final inspection and acceptance of the work by Canada, the Contractor will invoice DFO/CCG for payment. The invoice shall contain a reference to the PSPC Supply Arrangement number, and the individual contract number.

2.0 STATEMENT OF WORK (SOW) FORMAT

All RFPs shall have a SOW attached based on this format, addressing the following elements, as applicable:

1 SCOPE

Provide a brief introductory overview of work required addressing what, where and when, but not how. The "how" shall be the responsibility of the Contractor based on the following criteria stated in the SOW and reflected in the Contractor's proposal for the work.

2 REFERENCES

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- a. Guidance drawings
 - b. Standards
 - c. Regulations
 - d. Quality assurance standards

3 TECHNICAL DESCRIPTION

- a. Define requirement in terms of performance
- b. State clearly what work is required to be completed

4 PROOF OF PERFORMANCE

- a. Inspection
- b. Test
- c. Certification

5. DELIVERABLES

- a. Drawings (including any revisions)
- b. Spares
- c. Training
- d. Manuals
- e. Maintenance
- f. Software

ANNEX D

INSURANCE REQUIREMENTS

Contractors are not required to have the specified Commercial General Liability Insurance to qualify for a Supply Arrangement. However, **Contractors must provide a letter from their insurance provider indicating that this coverage can be obtained within five (5) calendar days.** This letter shall be included with solicitation documents.

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The 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.
 - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - m. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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*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 E

Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, 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 Technical Authority.

All payments are subject to government audit.

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ANNEX F

ELECTRONIC PAYMENT INSTRUMENTS

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

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

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ANNEX G

INFORMATION REQUIRED FOR CODE OF CONDUCT CERTIFICATION

[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]

The Integrity Provision of General Conditions 2010 requires that bidders supply the following:

List of Names

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

Complete Legal Name of Company _____

PBN _____

List of names of the current Board of Directors or Owners:
