



**RETURN OFFERS TO:
RETOURNER LES OFFRES À :**

Bid Receiving/Réception des soumissions

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d'approvisionnement
Fisheries and Oceans Canada | Pêches et
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**REQUEST FOR STANDING OFFER /
DEMANDE D'OFFRE À COMMANDE**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the
King 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 à : Pêches et Océans Canada

Nous offrons par la présente de vendre
à Son Majesté le Roi 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).

Title / Titre Central Region - Primary Marine Spill Response Services		Date March 17, 2023
Solicitation No. / N° de l'invitation 30001440		Amendment # / N° de la modification 001
GETS Reference No. / No. de référence du SEAOG PW-23-01021896		
Solicitation Closes / L'invitation prend fin At / à : 14h 00 EST (Eastern Standard Time / HNE (Heure Normale de l'Est)) On / le : March 23, 2023		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Richard Soulliere Senior Contracting Officer / Agent principal des marchés Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca and/et Richard.soulliere@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci		Delivery Offered / Livraison proposée
Offeror Name, Address and Representative / Nom du vendeur, adresse et représentant de l'offrant		
Telephone No. / No. de téléphone		Email / Adresse de courriel
Name and title of person authorized to sign on behalf of Offeror (type or print) / Nom et titre de la personne autorisée à signer au nom de l'offrant (tapez ou écrivez en caractères d'imprimerie)		
Signature		Date



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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, Insurance Requirements, and Periodic Reports.

The attachments include the Evaluation Criteria, Offer Presentation Form, and the Additional Certifications Precedent to Issuance of a Standing Offer.

1.2 Summary

1.2.1 The Canadian Coast Guard (CCG), through the Environmental Response Program (CCG-ER) in the Central Region, requires response services for 24 Geographic Zones of response located in Quebec and Ontario in order to minimize the impacts of marine pollution incidents on human life, the environment and critical infrastructure. Response services are required in nearshore and sheltered waters for marine pollutant spills from ships, oil handling facilities or unknown marine sources. The five areas of activity covered by the standing offer are:

- 1) pollution observation;
- 2) source control;
- 3) contaminant recovery;
- 4) contaminant storage and disposal; and
- 5) equipment mobilization and demobilization support.

The offer period will be from the award of the offers to October 31, 2025, (inclusive) with two additional irrevocable options of one year each.



Each Geographic Zone will have a maximum of two Standing Offers.

1.2.2 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users in Ontario and Quebec, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

1.2.3 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

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

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

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

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

1.6 Key Terms

A “Geographic Zone” means one of the areas identified in section A.3 of Annex A – Statement of Work.



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this request for standing offer (RFSO) is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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](#) (2022-12-01) 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: 90 days

2.2 Submission of Offers

Offers must be submitted only to the two email addresses indicated on page 1 of the RFSO by the date and time indicated on page 1 of the RFSO.

Due to the nature of the RFSO, transmission of offers by facsimile, postal mail, or courier will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Offerors must provide the information required in section 1 of Attachment 3 to Part 5 before award 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than six (6) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such



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

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario or Quebec, depending on the Offeror's address indicated on page 1 of this RFSO.

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

2.6 Bid Challenge and Recourse Mechanisms

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



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors submit **all their offers** via **email** (preferably one per Geographic Zone) in separately saved sections as follows **before the RFSO closing date and time to the two email addresses indicated on page 1** of the RFSO:

Section I: Corporate Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

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

Important Notes:

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 to ensure delivery. Offerors 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. Emails with links to bid documents will not be accepted.

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 Offerors when the submission is received.

Canada requests that prices appear in the financial offer only.

Due to the nature of the RFSO, transmission of offers by facsimile, postal mail, or courier will not be accepted.

Section I: Corporate Offer

In their corporate offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work **for each Geographic Zone** for which they would like to be considered.

Offerors must clearly indicate the Geographic Zone(s) for which they are offering their services as well as the Geographic Zone(s) in which they are located.

In order to facilitate the evaluation of the bid, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. Offerors must propose prices and firm rates pour the entire period of the standing offers. Offerors must also clearly indicate the Geographic Zone(s) for which their prices and rates apply.

The Offeror must complete Annex B – Basis of Payment and include it in their financial **offer for each Geographic Zone** for which they would like to be considered.

Under any resulting standing offer, Canada will not accept travel and living expenses that may need to be incurred by the Offeror for any relocation of resources required to satisfy its contractual obligations.



The evaluation of an Offeror's price for each Geographic Zone will be calculated based on the Basis of Payment as follows:

Total Evaluated Price = [the sum of all firm hourly rates from part A of Annex B] + [the sum of all the firm daily rates from part B of Annex B]

3.1.2 Exchange Rate Fluctuation

SACC Manual Clause [C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation applies to and forms part of any resulting standing offer.

Section III: Certifications

Offerors must submit the following **only once**:

- i. the certifications and additional information required under Part 5 (including all the attachments to Part 5); and
- ii. the completed and signed cover page of the RFSO.



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 corporate 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 Corporate Criteria

For each Geographic Zone targeted by the Offeror:

The offer must respond to the mandatory corporate criteria in Attachment 1 to Part 4. The Offeror must provide the necessary documentation to support compliance with this requirement. Offers that fail to meet any of the mandatory corporate criteria will be declared non-responsive.

4.1.1.2 Point Rated Corporate Criteria

For each Geographic Zone targeted by the Offeror:

Each offer that satisfies all mandatory corporate criteria will be evaluated and scored in accordance with the point rated corporate criteria as specified in Attachment 1 to Part 4.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer applies to this RFSO.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Corporate Merit (60%) and Price (40%) by Geographic Zone

1. To be declared responsive for a Geographic Zone, an offer must:
 - a. comply with all the requirements of the request for standing offer; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for criteria R2, R4, R5, and R6 for the corporate evaluation. The rating is performed on a scale of 254 points per Geographic Zone.
2. For each Geographic Zone, offers not meeting (a), (b), or (c) will be declared non-responsive.
3. The selection for each Geographic Zone will be based on the highest responsive combined rating of corporate merit and price. The ratio will be 60% for the corporate merit and 40% for the price.
4. To establish the corporate merit score, the overall corporate score for each responsive offer for a Geographic Zone will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive offer for a Geographic Zone will be prorated against the lowest evaluated price for said Geographic Zone and the ratio of 40%.



6. For each responsive offer for a Geographic Zone, the corporate merit score and the pricing score will be added to determine its combined rating.
7. For a given Geographic Zone, neither the responsive offer obtaining the highest corporate score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of corporate merit and price for a given Geographic Zone will be recommended for award of a standing offer for said Geographic Zone as the primary offeror. The responsive offer with the second highest combined rating of corporate merit and price for a given Geographic Zone will be recommended for award of a standing offer for said Geographic Zone as a secondary offeror.
8. If there are no responsive offers for a Geographic Zone, DFO-CCG reserves the right to obtain the services for said Geographic Zone via other legal means.

The following table illustrates an example where all three offers for a Geographic Zone are responsive and the selection of the standing offer holder is determined by a 60/40 ratio of corporate merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Corporate Merit (60%) and Price (40%)

		Offeror 1	Offeror 2	Offeror 3
Overall Corporate Score		115/135	89/135	92/135
Evaluated Offer Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Corporate Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



ATTACHMENT 1 TO PART 4, EVALUATION CRITERIA

1.0 Mandatory Corporate Criteria

The Offeror must include the table below in its proposal for each Geographic Zone targeted. The Offeror must indicate that the proposal meets the mandatory corporate criteria by identifying the page or section numbers of the proposal that contain the information to verify that each criterion is met.

Targeted Geographic Zone: _____

Geographic Zone in which the Offeror is based: _____

Criterion number	Description of the Mandatory Corporate Criterion	Reference to the proposal (with page number)
M1	<p>The Offeror must be equipped with the following (or demonstrate that it has a written agreement with a company or companies having such equipment in working order for the entire term of this Agreement):</p> <ul style="list-style-type: none"> a) a vacuum truck for transporting residual hazardous materials with a minimum pumping capacity of 750 CFM and a minimum tank volume of 1,200 gallons b) a pick-up truck c) a transport truck capable of pulling a trailer weighing 7,500 kg (20,090 lbs) with an overall length of 12.2 meters (40') and a width of 3.05 meters (10') d) a boat with a minimum capacity of 5 tonnes gross tonnage e) an inventory of pollution control equipment consisting of at least: <ul style="list-style-type: none"> i. 1,000 feet of 24-inch containment booms; ii. 1 cubic meter of absorbent material such as socks or blankets; and iii. 10 cubic metres of storage capacity <p>The Offeror must provide:</p> <ul style="list-style-type: none"> i. an inventory list identifying the type of equipment available; and ii. a signed attestation from each identified company with which it has a written agreement to provide the above services, if applicable. 	Page #: _____
M2	<p>The Offeror must demonstrate a minimum of 12 months of oil spill response work experience.</p> <p>* Response experience must include one or more of the following activities:</p> <ul style="list-style-type: none"> a) pollution observation b) source control c) pollutant recovery 	



Criterion number	Description of the Mandatory Corporate Criterion	Reference to the proposal (with page number)
	<p>d) coordination of contaminant storage and disposal e) support for equipment mobilization and demobilization</p> <p>For each work experience, the Offeror must provide:</p> <ul style="list-style-type: none"> i. the name of the client's organization; ii. the start and end dates; iii. a description of the response; and iv. the name and contact information of a reference person from the client's organization. 	
M3	<p>The Offeror must demonstrate that its company can provide services with hours of operation and availability between 7:00 a.m. and 6:00 p.m., Monday through Friday. The types of services offered are identified below (which refer to those listed in Appendix A, Statement of Work, in section A5):</p> <ul style="list-style-type: none"> - pollution observation; or - source control; or - pollutant recovery; or - coordination of contaminant storage and disposal; or - equipment mobilization and demobilization support. <p>The Offeror must provide a description that demonstrates the company's hours of operation and availability.</p>	
M4	<p>The Offeror must provide a description that demonstrates its ability to respond to a CCG activation call within 12 hours. The description must include an explanation of the call taking process, including anticipated response times (not to exceed 12 hours).</p>	
M5	<p>The Offeror must demonstrate its ability to mobilize a work team (including the members listed below) to confirm their ability to respond to a mobilization request issued by the CCG within a maximum of 24 hours:</p> <ul style="list-style-type: none"> a) at least one (1) general foreman; b) at least one (1) crew chief; c) at least one (1) navigator; and d) at least four (4) labourers. <p>The Offeror must provide an explanation of the process for mobilizing its work crew, including anticipated timelines (not to exceed 24 hours).</p>	



2.0 Point-rated technical criteria

Offers that meet all mandatory corporate criteria for each Geographic Zone will be evaluated and scored as specified in the table below for the same Geographic Zone.

Bids that do not achieve the minimum number of points indicated will be deemed non-responsive for that Geographic Zone. Point-rated technical criteria not addressed will be given a score of zero. Each point-rated technical criterion must be addressed separately.

Targeted Geographic Zone: _____

No.	Description of Point-Rated Corporate Criterion	Minimum Pass Mark	Maximum Score	Reference to Proposal (with page number)
R1	<p>The Offeror will be awarded points for operating and maintaining a place of business in the targeted Geographic Zone.</p> <p>The Offeror must identify the address of its place of business for the targeted Geographic Zone. To qualify for the targeted Geographic Zone, the address must be no more than 50 km from the rating point for the nearest targeted Geographic Zone. This distance will be calculated using www.calcmaps.com/map-distance/.</p> <p>Note: For the Geographic Zone of Anticosti Island, the address must be no more than 300 km from the nearest point of Anticosti Island.</p>	0	40	



No.	Description of Point-Rated Corporate Criterion	Minimum Pass Mark	Maximum Score	Reference to Proposal (with page number)
R2	<p>The Offeror will be awarded points for the number of years of oil spill response work experience as follows:</p> <ul style="list-style-type: none">i. 12 months to 24 months = 3 ptsii. 24 months to 60 months = 6 ptsiii. over 60 months = 10 pts <p>* Response experience must involve one or more of the following activities:</p> <ul style="list-style-type: none">- pollution observation; or- source control; or- pollutant recovery; or- coordination of contaminant storage and disposal; or- support for equipment mobilization and demobilization <p>For each work experience, the Offeror must provide:</p> <ul style="list-style-type: none">i. the name of the client's organization;ii. the start and end dates;iii. a description of the response; andiv. the name and contact information of a reference person from the client's organization.	3	10	



No.	Description of Point-Rated Corporate Criterion	Minimum Pass Mark	Maximum Score	Reference to Proposal (with page number)
R3	<p>The Offeror will be awarded points for its hours of operation and availability to provide the services listed below (which refer to those listed in Appendix A, Statement of Work, in Section A5):</p> <ul style="list-style-type: none"> - pollution observation; or - source control; or - pollutant recovery; or - coordination of contaminant storage and disposal; or - support for equipment mobilization and demobilization <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> i. evenings and weekends = 20 pts ii. 24/7 = 40 pts <p>The Offeror must provide a description that demonstrates its hours of operation and availability.</p>	0	40	
R4	<p>The Offeror will be awarded points for the following types of response services for which it has experience:</p> <ul style="list-style-type: none"> a) conducting marine pollution observation = 15 pts b) controlling the source of a marine pollution spill = 15 pts c) recovering contaminants from the marine environment = 15 pts d) coordinating the storage and disposal of contaminants = 10 pts e) supporting the mobilization and demobilization of equipment = 10 pts <p>For each work experience, the Offeror must provide:</p> <ul style="list-style-type: none"> i. the name of the client's organization; ii. the start and end dates; iii. a description of the response; and iv. the name and contact information of a reference person from the client's organization. 	15	65	



No.	Description of Point-Rated Corporate Criterion	Minimum Pass Mark	Maximum Score	Reference to Proposal (with page number)
R5	<p>The Offeror will be awarded points for its ability to mobilize a work team to respond to a mobilization request by the CCG within a time frame:</p> <ul style="list-style-type: none"> i. between 12 hours and 24 hours = 6 pts ii. between 6 hours and less than 12 hours = 12 pts iii. between 0 and less than 6 hours = 24 pts <p>The Offeror must provide a description explaining the process of mobilizing a work team that demonstrates its ability to respond within the time frame indicated.</p>	6	24	
R6	<p>The Offeror will be awarded points for its ability to respond to an activation call issued by the CCG within the following timeframes:</p> <ul style="list-style-type: none"> i. between 6 hours and 12 hours = 3 pts ii. between 2 hours and less than 6 hours = 12 pts iii. between 0 and less than 2 hours = 20 pts <p>The Offeror must provide a description explaining the call response process that demonstrates its ability to respond within the time frame indicated.</p>	3	20	
R7	<p>The Offeror must demonstrate experience coordinating a work team consisting of the following members within 24 months of the closing date of the Request for Standing Offer to perform a marine response:</p> <ul style="list-style-type: none"> a) at least one (1) general foreman; b) at least one (1) crew chief; c) at least one (1) navigator; and d) at least four (4) labourers. <p>For each response, the Offeror must provide:</p> <ul style="list-style-type: none"> i. the name of the client's organization; ii. the response start and end dates; iii. a description of the response; iv. a list of its employees who worked on this response; and v. the name and contact information of a reference person from the client's organization. 	0	20	



No.	Description of Point-Rated Corporate Criterion	Minimum Pass Mark	Maximum Score	Reference to Proposal (with page number)
R8	<p>The Offeror will be awarded points for the amount of pollution containment equipment (booms) it possesses to perform a marine response:</p> <ul style="list-style-type: none"> i. total combined boom length between 1,000 feet and less than 2,000 feet = 8 pts ii. boom of 2,000 feet or more = 15 pts <p>The Offeror must provide an inventory list that identifies the type and quantity of equipment available.</p>	0	15	
R9	<p>The Offeror will be awarded points for its storage capacity for liquid pollutants in excess of the minimum mandatory requirement of 10 cubic meters as follows:</p> <ul style="list-style-type: none"> i. storage capacity between 10 and 50 cubic meters = 8 pts ii. storage capacity of 50 cubic meters or more = 15 pts <p>The Offeror must provide an inventory list that identifies the type and quantity of equipment available.</p>	0	15	
R10	<p>The Offeror will be awarded 5 points if it proposes a minimum of:</p> <ul style="list-style-type: none"> a) two Indigenous employees (in its team identified for criterion M5); or b) a subcontractor that is an Indigenous business <p>to provide services in a land claim agreement area.</p> <p>To qualify, a subcontractor must be on</p> <ul style="list-style-type: none"> a) the Indigenous Business Directory (https://www.sac-isc.gc.ca/REA-IBD/fra/recomposer); or b) the Inuit Business Directory (https://inuitfirm.tunnngavik.com/search-the-registry/) <p>prior to the closing date of the Request for Standing Offer.</p> <p>To qualify, employees must have a valid status card prior to the closing date of the RFSO (a copy must be included with the offer).</p>	0	5	



No.	Description of Point-Rated Corporate Criterion	Minimum Pass Mark	Maximum Score	Reference to Proposal (with page number)
Overall Corporate Score:			/ 254	



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.

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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.



Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 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 FPSs, Offerors must provide the information required in section 2 of Attachment 2 to Part 5 before standing offer award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids 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.

5.2.3.2 Submission of only One Offer for a Geographic Zone

Section 3 of Attachment 2 to Part 5 includes a copy of the certification that is required to be provided.



ATTACHMENT 1 to PART 5 - OFFER SUBMISSION FORM

OFFER SUBMISSION FORM		
Offeror's Full Legal Name		
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name	
	Title	
	Address	
	Telephone #	
	Email	
<u>Offeror's Procurement Business Number (PBN)</u> [see the Standard Instructions 2003] [Note to Offerors: Please ensure that the PBN you provide matches the legal name under which you have submitted your offer. If it does not, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches the legal name of the Offeror.]		
Joint Venture Information: To be provided only if the Offeror is a joint venture	Members of the Joint Venture	
	Representative of the Joint Venture	
<p>On behalf of the Offeror, by signing below, I confirm that I have read the entire RFSO including the documents incorporated by reference into the RFSO and I certify that:</p> <ol style="list-style-type: none"> 1. The Offeror considers itself and its proposed resources able to meet all the mandatory requirements described in the RFSO; 2. This offer is valid for the period requested in the bid solicitation; 3. All the information provided in the offer is complete, true and accurate; and 4. If the Offeror is awarded a standing offer, it will accept all the terms and conditions set out in the resulting standing offer clauses included in the RFSO. 		
Signature of Authorized Representative of Offeror		



ATTACHMENT 2 to PART 5 - ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program for Employment Equity - Certification

I, the Offeror, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

- B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions.)



2. Former Public Servant

(a) 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.

As per the above definitions, is the Offeror a FPS?

Yes () No ()

"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.

(b) 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; and
- (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](#).

(c) 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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.

3. Submission of Only One Offer for a Geographic Zone

By submitting an offer for a Geographic Zone, the Offeror is certifying that it does not consider itself to be related to any other Offeror for that Geographic Zone.

I, the Offeror (or an authorized agent of the Offeror), attest and certify that the above declarations are true and complete in every regard.

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer; and
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D .

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.

7.1.2 The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if, and when the authority identified in article 7.11 may request such services, in accordance with article 7.1.3 below.

7.1.3 The Offeror understands and agrees that:

- a) A call-up against the Standing Offer will form a contract only for those services which have been called up, provided that said call-up is made in accordance with the provisions of the Standing Offer;
- b) Canada's liability is limited to that which arises from Call-ups against the Standing Offer made within the period specified in the Standing Offer;
- c) The Standing Offer cannot be assigned or transferred in whole or in part.

7.2 Optional Goods and/or Services

The Offeror grants to Canada the irrevocable option to acquire the services described in the Statement of Work at Annex A of the Standing Offer under the same conditions and at the rates stated in the Standing Offer. The option may only be exercised by the Standing Offer Authority and will be evidenced, for administrative purposes only, through an amendment to the Standing Offer.

The Standing Offer Authority may exercise the option at any time by sending a written notice to the Offeror.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Standing Offer, aside from **escort required at DFO-CCG sites**, but the following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer:

1. The Offeror and all individuals assigned to work on a call-up or under the arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
2. The Offeror and all individuals assigned to work on a call-up or under the arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
3. The Offeror and all individuals assigned to work on a call-up or under the arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
4. 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 standing offer).



7.4 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting call-up(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.

7.4.1 General Conditions

[2005](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex E entitled Periodic Reports. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted in October each year to the Standing Offer Authority.

7.5 Term of Standing Offer

7.5.1 Period of the Standing Offer

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

7.5.2 Extension of Standing Offer

- i. If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.
- ii. The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5.3 Withdrawal/Revision

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than thirty days' written notice to the Contracting Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' written notice to start upon receipt of the notification by the Contracting Authority and the withdrawal will be effective at the expiry of that period.

The period of the Standing Offer may only be extended, or its usage increase, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.



7.5.4 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Ontario and Quebec, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

7.6 Authorities

7.6.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Richard Soulliere
Title: Senior Contracting Officer
Organization: Fisheries and Oceans Canada
Address: 200 Kent St., Ottawa, ON, K1A 0E6
Telephone: 343-576-2873
Email: richard.soulliere@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.

7.6.2 Project Authority

The Project Authority will be identified in each 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.

7.6.3 Offeror's Representative

The Offeror's Representative ***[will be determined at standing offer award]***.

7.7 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

Note to Offerors: The above clause will be deleted if it does not apply to the Offeror.

7.8 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are: the Department of Fisheries and Oceans Canada (DFO) and the Canadian Coast Guard (CCG).

7.9 Call-up Procedures

Services will be called up as follows:



1. The Project Authority will determine the scope of work to be performed and identify the Geographic Zone for said work.
2. The primary offeror for said Geographic Zone will be retained to perform the Work: The Offeror will be authorized in writing by the authority identified in article 7.11 to proceed with the services by issuance of a Call-up against the Standing Offer.
3. If the primary offeror for the Geographic Zone does not confirm their capacity to respond to the requirement within 12 hours of the initial contact from DFO-CCG or does not have the capacity to respond to the requirement, the secondary offeror will be retained to perform the Work: The Offeror will be authorized in writing by the authority identified in article 7.11 to proceed with the services by issuance of a Call-up against the Standing Offer. If the secondary offeror does not confirm their capacity to respond to the requirement within 12 hours of the initial contact from DFO-CCG or does not have the capacity to respond to the requirement, DFO-CCG reserves the right to choose another company to respond to the requirement via a contract outside of the Standing Offer.
4. For each call-up, DFO-CCG will provide the tasks required and the Offeror will present a proposal to the Project Authority that conforms to the firm fixed rates in the standing offer. The Offeror's proposal must include all the work specified including mobilisation, sub-contractors, materiel, team composition, and construction permits in accordance with applicable laws and policies.
5. The Offeror will be authorized in writing to perform the Work by the Standing Offer Authority who will establish a call-up against a standing offer using the form specified in article 7.10.
6. The Offeror must discuss any proposed changes to the Work with the Project Authority; although any changes will not be authorized unless incorporate into the Call-up in writing by the Contracting Authority.

7.10 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The form PWGSC-TPSGC 942 Call-up Against a Standing Offer could be used, which is available through [PWGSC Forms Catalogue](#) website:
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.



7.11 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$1,000,000.00 (Applicable Taxes included).

7.11.1 Call-ups with a Value under \$100,000

Within the scope of the standing offer, the Project Authority (or a person who has the delegated authority to enter into contracts on behalf of DFO-CCG) can issue call-ups with a value less than \$100,000.00 (Applicable Taxes included).

7.11.2 Call-ups with a Value up to the Limitation of Call-ups

Within the scope of the standing offer, the Standing Offer Authority can issue call-ups up to the limitation of call-ups.

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 articles of the Standing Offer;
- b. the general conditions [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- c. the general conditions [2035](#) (2022-12-01) Higher Complexity – Services;
- d. Annex A, Statement of Work;
- e. Annex C, Security Requirements Check List;
- f. Annex D, Insurance Requirements;
- g. Annex B, Basis of Payment;
- h. Authorized call-ups against the standing offer, including annexes and authorized amendments;
- i. the Offeror's offer dated **[to be determined at standing offer award]**.

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 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13.3 SACC Manual Clauses

SACC Manual clause [M7035T](#) (2013-07-10), List of Proposed Subcontractors applies to and forms part of the standing offer.



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 Ontario or in Quebec, depending on the address of the Offeror.

7.15 Transition to an e-Procurement Solution (EPS)

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

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

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

7.16 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the standing offer.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the Standing Offer 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".



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

- i. [2035 \(2022-12-01\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- ii. Subsection 12 of [2035 \(2022-12-01\)](#) General Conditions - Higher Complexity - Services - Invoice Submission, is amended as follows:

Delete: [2035 12 \(2022-05-12\)](#), Invoice Submission

Insert: **Invoice Submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca and **TBD**. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. The Project Authority will provide the name of the AP coder to the Contractor for inclusion on the invoices. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.



- iii. With respect to Section 30 - Termination for Convenience, of General Conditions 2035, Subsection 04 is deleted and replaced with the following Subsections 04, 05 and 06:

04. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

05. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of:

- (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Work Guarantee, or due to the Contractor as of the date of termination, or
- (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

06. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

7.2.3 SACC Manual Clauses

7.2.3.1 Access to Facilities and Equipment

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

7.2.3.2 Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

7.2.3.3 List of proposed subcontractors

If the bid includes the use of subcontractors, the Offeror agrees, upon request from the Contracting 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.

7.3 Term of Contract

7.3.1 Period of the Contract

The contract period is from the date of the contract up to and including **TBD**, inclusive.



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: 2019-01](#) of the Treasury Board Secretariat of Canada.

Note to Offerors: *The above clause will be deleted depending on the Contractor's status.*

7.5 Payment

7.5.1 Basis of Payment

Provided that the Contractor satisfactorily fulfills all of its obligations under the resulting purchase order, the Contractor will be paid the firm rates in accordance with the Basis of Payment in Schedule "B" of the Standing Offer. Customs duties are included, and applicable taxes are extra.

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

7.5.2 Firm price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$**AED**. Customs duties are included, and applicable taxes are extra.

7.5.3 Single payment

Canada will pay the Contractor upon completion and delivery of the Work 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; and
- c. the Work delivered has been accepted by Canada.

7.5.4 Electronic payment of invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instruments:

- a. acquisition card; or
- b. direct deposit (domestic and international).

7.6 Invoicing instructions – Call-up

- (a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- (b) The Contractor's invoice must include a line item for each subparagraph of the Basis of Payment for the applicable Geographic Zone.
- (c) By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

7.7 Insurance Requirements

The Contractor shall comply with the insurance requirements set forth in Annex D of the Standing Offer. The Contractor must maintain the required insurance coverage for the duration of the Contract.



Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 Government Property

Government property must be used only for the purpose of performing the Contract.

7.9 Federal Contractors Program for Employment Equity - Default by the Contractor

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

7.10 Dispute Resolution

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



ANNEX A - STATEMENT OF WORK

1.0 TITLE: Central Region - Primary Marine Spill Response Services

A.1 Provision of Response Services

The Offeror agrees to provide primary response services to the Department of Fisheries and Oceans (DFO) and the Canadian Coast Guard (CCG) in the event of a marine spill. The Offeror must provide the services outlined in a call-up against the standing offer from the following five (5) categories of activities:

1. Provide services to observe pollution;
2. Provide services to control the pollution source;
3. Provide services to recover pollutants;
4. Provide services to coordinate storage and disposal of pollutants;
5. Provide services to support the mobilization and demobilization of pollution control equipment.

In the provision of these services, the Offeror is subject to CCG response plan management and approval. The CCG is responsible for the management and oversight of all response operations.

The CCG will use these services only to respond to emergency situations that fall within its mandate. If there is no emergency in a Geographic Zone, no call-ups will be issued against the standing offer.

A.2 Offeror's Performance Standards

- a) Subject to the other terms and conditions of this Agreement, the Offeror must provide services on a fixed work basis at a minimum from 7 a.m. to 6 p.m.
- b) Activation time: The Offeror must commit to responding to CCG activation call-outs within twelve (12) hours.
- c) Activation procedure: The Offeror must provide the CCG with its activation procedure (24/7, if applicable), including contact information and information on how to reach stakeholders. Any changes during the term of the Standing Offer must be immediately communicated to the CCG Warning and Alert Network at 1-800-363-4735.
- d) Mobilization time: The Offeror must be able to deploy from its place of business and initiate the transition to the response site to provide the services requested by DFO-CCG under this Agreement within twenty-four (24) hours of the initial activation call.

A.3 Geographic Scope of Agreement

The Offeror must have a place of business in the Geographic Zone covered. The Geographic Zones of response are shown in the following table:

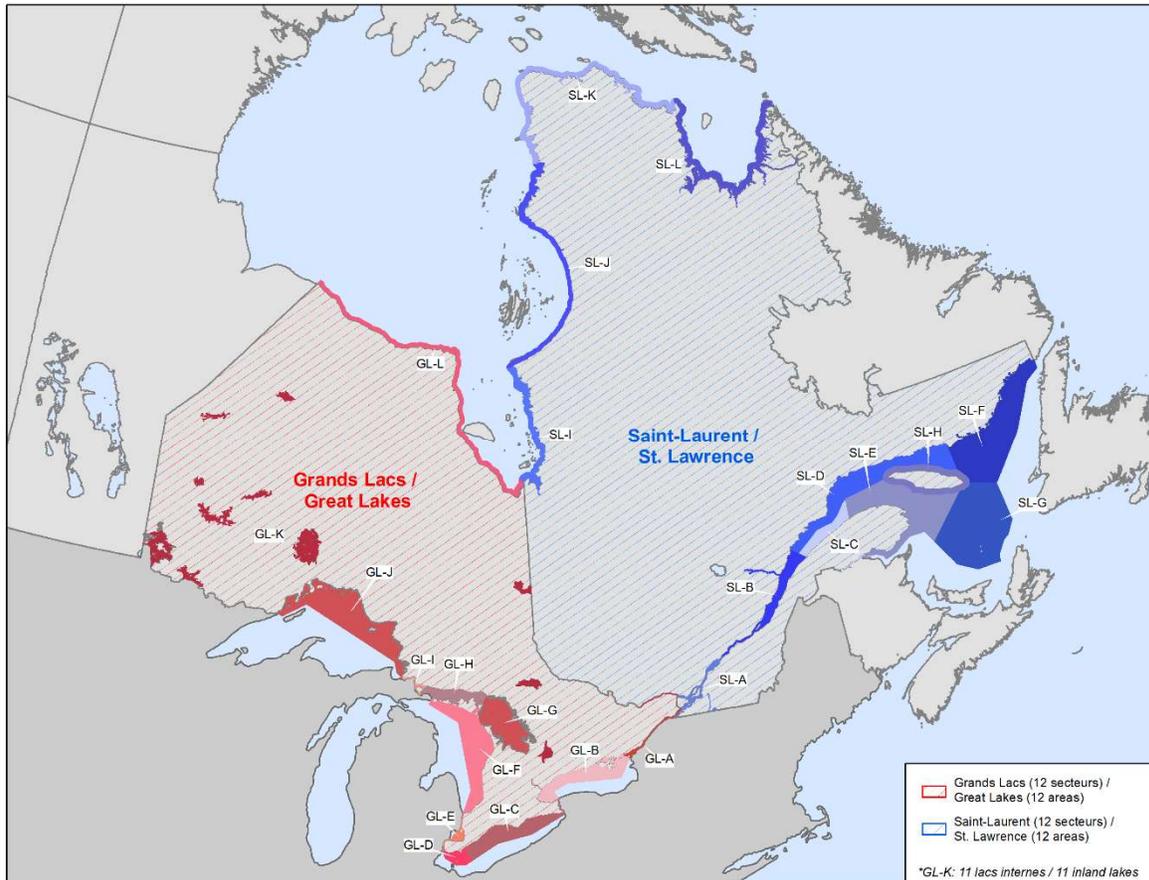


DISTRIBUTION OF GEOGRAPHIC ZONES OF RESPONSE FOR STANDING OFFERS OF MARINE OIL SPILLS

	AREA	GEOGRAPHIC ZONE
SL-A	Western Quebec	The Quebec portion of the St. Lawrence River between Île Saint-Régis and Cap-de-la-Madeleine, the Quebec portion of the Ottawa River from Gatineau downstream, and the Canadian portions of Lake Champlain and the Richelieu River.
SL-B	Quebec	The St. Lawrence River from Cap-de-la-Madeleine to the boundary between Forestville and Rimouski, and the Saguenay River from Saguenay downstream.
SL-C	Estuary	The southern portion of the median of the St. Lawrence River from Rimouski to Sainte-Anne-des-Monts, as well as Chaleur Bay within the provincial boundaries of Quebec.
SL-D	North Shore	The northern portion of the median of the St. Lawrence River from Forestville to Natashquan.
SL-E	Gaspésie	The Gaspé Peninsula from Sainte-Anne-des-Monts to Chaleur Bay, within the provincial boundaries of Quebec.
SL-F	Lower North Shore	The St. Lawrence River and the Gulf of St. Lawrence from Natashquan to Blanc-Sablon, including the Strait of Belle Isle within the provincial boundaries of Quebec.
SL-G	Gulf of Saint-Laurence	The Gulf of St. Lawrence, the Magdalen Islands, Île Brion, Île Rocher-aux-Oiseaux and eastward from Pointe Heath to Anticosti Island within the provincial boundaries.
SL-H	Anticosti Island	Anticosti Island and its surrounding waters.
SL-I	James Bay	The waters of James Bay between the Ministikawatin Peninsula and Tikirarruaq (Pointe Louis XIV), within the provincial boundaries of Quebec.
SL-J	Hudson Bay	The waters of Hudson Bay between Tikirarruaq (Pointe Louis XIV) and Puvirnitug, within the provincial boundaries of Quebec.
SL-K	Hudson Strait	The waters of Hudson Bay and Hudson Strait between Puvirnitug and Quaqaq, within the provincial boundaries of Quebec.
SL-L	Ungava Bay	The waters of Ungava Bay from Quaqaq to the provincial boundary of Quebec near Killinik, Nunavut.
GL-A	St. Lawrence River – Lac Saint-François – Ottawa River	The Ontario portion of the St. Lawrence River from Lake St. Francis (near Rivière-Beaudette, Quebec) to Lake Ontario, as well as the Ontario portion of the Ottawa River from Ottawa downstream within the provincial boundaries.
GL-B	Lake Ontario	The Canadian portion of Lake Ontario to Niagara Falls.
GL-C	Eastern Lake Erie	The Canadian portion of the eastern basin of Lake Erie between the Welland Canal and Point Pelee, including the Welland Canal (near Niagara Falls).
GL-D	Western Lake Erie	The Canadian portion of the western basin of Lake Erie between Point Pelee and the Detroit River.
GL-E	Detroit River – Lake St. Clair – St. Clair River	The Canadian waters of the Detroit River, Lake St. Clair and the St. Clair River.
GL-F	Lake Huron	The Canadian portion of Lake Huron.
GL-G	Georgian Bay	The waters of Georgian Bay east of the boundary between Killarney East and Cape Smith.
GL-H	North Channel	The waters of the North Channel west of the boundary between Killarney East and Cape Smith.
GL-I	St. Mary's River	The Canadian waters of St. Mary's River.
GL-J	Lake Superior	The Canadian portion of Lake Superior.



GL-K	Inland waters (> 400 sq. km) (11 lakes)	The Ontario waters of the following 11 lakes: Lake Nipigon, Lake of the Woods, Lac Seul, Lake Abitibi, Lake Nipissing, Lake Simcoe, Rainy Lake, Big Trout Lake, Sandy Lake, Lake St. Joseph and Trout Lake.
GL-L	James Bay – Hudson Bay	The James Bay and Hudson Bay waters between the Ministikawatin Peninsula and the Manitoba provincial boundary, within the boundaries of Ontario.



The Offeror may serve a Geographic Zone for which it does not have a place of business, and the activation and mobilization times remain the same (maximum activation time of twelve (12) hours / maximum mobilization time of twenty-four (24) hours to initiate transitioning from the place of business to the response site). DFO-CCG may use the secondary offeror, which may not have a place of business in this Geographic Zone.

A.4 External Resources

- a) The Offeror must be able to recruit and manage an additional workforce of at least 5 workers for up to 30 days of response.
- b) The Offeror must be able to call upon the physical resources available within the service area should the need arise during an emergency response.



A.5 Primary Tasks

The Offeror must commit to providing the services for at least one of the five (5) areas of activity listed below. A description of the tasks is provided to outline the scope of the primary response services expected by DFO-CCG.

a) Provide Services to Observe Pollution

The Offeror must be able to conduct pollution-observation activities in the geographic area of response in a safe way, taking into account the hazardous nature of the spill. The Offeror must provide information on the location of the slick, its extent and estimated quantities spilled, and report on the status of sites affected by the spill.

Tasks – Provide services to observe pollution

The Offeror who will serve as the CCG-designated observer must do the following tasks that include:

- The Offeror must establish a work plan to delineate the observation area and the observation methods employed. The work plan must include, but not be limited to, the following objectives:
 - o Location of the pollution and identification of the source (source status: continuous or stopped spill);
 - o Location of the position of the pollutant slick in the environment;
 - o Characterization of the pollutant slick (length, width, shape, distribution, and percentage of coverage and colours);
 - o Preliminary visual characterization of the level of coastal contamination in the spill area; all pollution-free areas (water and shoreline) must be identified as such so that it is known that these areas were covered during observation;
 - o Identification of areas of the slick where pollutants can or cannot be recovered; oil is considered recoverable if it is in a thick enough layer on the water to be recovered by conventional techniques and equipment;
 - o Identification of impacted or potentially impacted elements (e.g. infrastructure (e.g. wharf, riprap, fenders, etc.), shoreline, marsh, wildlife, etc.); impacted elements must be identified, counted and located on a map using geographic coordinates.
- The Offeror must provide a verbal report to the designated CCG Representative as soon as possible, but no later than one hour after arrival on site.
- The Offeror must submit a written report, including photos, videos, sketches or maps, within six (6) hours.

Note 1: Prior to observation, the Offeror will receive preliminary information associated with the pollution report through the designated CCG Representative. The Offeror must consider the preliminary information received when developing the work plan. Examples of preliminary information that could be provided to the contractor include, but are not limited to, the potential origin of the spill, type of product spilled (including a safety data sheet), actual or potential quantity spilled, areas potentially impacted, names of witnesses, etc.

Note 2: For periodic post-response observations, the Offeror must define the objectives, observation methods and appropriate report format in accordance with CCG requirements (case-by-case evaluation).

b) Provide Services to Control the Source

The Offeror must have the ability to stop the source of a spill or control the flow of pollutants into the environment. Therefore, the services required are to remove contaminants, block the source of flow and contain the pollutants in order to limit their spread and dispersion in the environment.



Tasks – Provide services to control the source

The Offeror must perform the following tasks that include:

- a) Source identification and spill control:
 - Determine the source of the pollution.
 - Take the actions necessary to stop the flow of pollutants or to minimize the release of pollutants into the environment.
 - Develop a detailed work plan to meet the objectives of the operation and submit it to the CCG for validation.
 - Take actions to seal the breach, lighten and transfer the hydrocarbons (to another tank or out of the watercraft), secure the watercraft, remove the watercraft, etc., depending on the situation.
- b) Spill containment at the source:
 - Surround the vessel with absorbent socks or booms.
 - Contain areas of hydrocarbon accumulation on the shoreline or on the water using absorbent socks or booms to limit their dispersion into the environment.

c) Provide Pollutant Recovery Services

The Offeror must be able to physically recover pollutants in the marine environment and on the shoreline. In so doing, the Offeror must attempt to reduce the potential of any oil spread and dispersion, remove free oil from the environment as quickly as possible, and minimize the potential of oil re-spreading in response to currents, tides and winds. The Offeror must make every effort to recover and clean up contaminated surfaces when contaminants reach the shoreline, property or infrastructure.

Tasks – Provide services to recover contaminants

The Offeror must perform the following tasks that include:

- 1) **Recover pollutants from open water**
 - Identify the location and trajectory of the spill to plan the rollout of oil containment and recovery equipment on the water.
 - Contain and concentrate oil on the water or shoreline.
 - Surround the oil with absorbent socks or booms to prevent dispersion and facilitate recovery.
 - Perform sweeping operations on the water using absorbent booms.
 - Perform diversion and/or protection work using absorbent socks or booms to protect highly sensitive areas (biological, cultural, socio-economical).
 - Divert hydrocarbons to a collection point where they will be recovered.
 - Select the recovery equipment and configuration best suited to performing the work based on operational constraints, and safety and logistical limitations.
 - Identify, locate and mobilize equipment and staff necessary for recovery operations.
 - Assess weather and environmental conditions to ensure safe and efficient operations.
 - Conduct regular monitoring to ensure the integrity of the structures and to verify the progress of the work.
- 2) **Recovery of pollutants on the shoreline**
 - Contain oil in the shoreline area to prevent the spread of oil into the environment.
 - Identify the location, substrate type and contaminated infrastructure, and determine the level of contamination.



- Evaluate the effectiveness and feasibility of the various applicable recovery and clean-up strategies, taking into account the type of pollutant, site layout and season (summer/winter):
 - o Mechanical recovery;
 - o Manual recovery;
 - o Recovery using absorbent materials;
 - o Aspiration.
- Select a configuration that best supports the shoreline contaminant recovery and clean-up work, taking into account available resources.
- Identify, locate and mobilize equipment and personnel to the response site.
- Monitor the effectiveness of the shoreline clean-up operation to meet the clean-up completion criteria required by the CCG when performing the work.

d) Provide Services to Coordinate the Storage and Disposal of Contaminants

The Offeror must set up facilities to properly store the contaminants released into the environment and the waste generated by the response. The Offeror must have an efficient process for transferring waste to accredited disposal sites.

Tasks – Provide services to coordinate storage and disposal of contaminants

The Offeror must perform the following tasks that include the following elements:

1) Planning and management of waste storage

- Calculate the performance of the recovery operations and estimate the quantities recovered daily.
- Identify the types of waste that will be generated by the response.
- Determine the type of containers required to temporarily store the waste (obtain a sufficient number of containers).
- Properly label the containers to ensure the different types of waste are stored separately at the storage site.
- Identify the location and set up the land-based storage site in accordance with applicable legislation.
- Coordinate the various stages of waste management with subcontractors.

2) Management and disposal of contaminants

- Sort waste by type (contaminant, oily water, solid waste, biological waste, organic waste, etc.) and contamination level.
- Coordinate the sampling and analysis processes required for disposal.
- Coordinate the transportation of waste to accredited disposal sites.
- Keep all documentation related to waste management up to date and ensure that all required documents or certificates are obtained, including transfer orders, certificates of analysis, scale tickets, etc.

e) Provide Services to Support Equipment Mobilization and Demobilization

The Offeror must be able to efficiently pack, load and transport equipment to and from the response site (mobilization and demobilization). The equipment requiring mobilization may come from a variety of loading sites, including CCG depots. The Offeror must be able to coordinate the transportation of equipment by land and sea. Once in the response area, the Offeror must be able to install the equipment and prepare it for use. Once the response is complete, the Offeror must be able to uninstall the equipment and prepare it for transportation to the offloading site.

Tasks – Provide services to support equipment mobilization and demobilization

The Offeror must perform the following tasks that include the following elements:



- Coordinate land and water transportation services (may require specialized carriers) for equipment stored in CCG warehouses to the disaster site, and from the disaster site to the CCG storage site;
- Coordinate equipment loading and unloading to ensure timely deployment (this may include the use of forklifts and specialized lifting equipment such as cranes and winches);
- Check tie-downs and perform pre-departure checks for heavy vehicles;
- Calculate the travel distances and times in accordance with applicable regulatory requirements;
- Control access to CCG infrastructure and allow access only to authorized personnel during equipment mobilization/demobilization;
- Track all equipment deployed to a response site (keep records and ensure traceability of equipment during transfer);

Note 1. CCG equipment can be containerized on trailers, on pallets, in foldable containers, in bulk, etc. The loading and unloading method will vary depending on the packing type, and the weight and size of the equipment.

Note 2. A list of equipment that can be deployed to a disaster site will be compiled by the Canadian Coast Guard on an as-needed basis; only the equipment required will be mobilized.

The main equipment includes:

- o Floating equipment: watercraft (e.g. aluminum barge, inflatable boat);
- o Containment equipment (e.g. various types of booms);
- o Recovery equipment (e.g. offshore sweepers, various types of skimmers, various types of pumps, shoreline clean-up equipment, various power units);
- o Storage equipment (e.g. various types of tanks and cisterns);
- o Rolling equipment (e.g. various types of trailers, ATVs, side-by-side vehicles);
- o Logistical support equipment (e.g. response trailer, advanced command post, generators, lighting kits).

A.6 Use of DFO-CCG Property

DFO-CCG equipment and property may be used only for purposes established by the DFO-CCG Representative.

A.7 Response

- a) The Offeror must hold a daily coordination meeting with the CCG-ER Project Authority before work begins, in order to present the operations plan for the next operational period, the objectives, and the health and safety measures to be followed by all workers involved.
- b) The Offeror must provide the Project Authority with a daily status report, including but not limited to general observations on the work performed, level of progress, resources used, work techniques used, etc.
- c) The Offeror must cover the cost of purchasing and leasing goods or services, as requested by the DFO/CCG Representative, and arrange for their delivery and/or transportation to and from the response site. Reimbursement for such costs will be in accordance with the provisions described in Section 2 of this Agreement.
- d) In the event of a complex response (or event with very significant consequences) or any other reason the DFO-CCG Representative deems necessary, the Representative reserves the right to use any other specialized company, while allowing the contractor to continue operations already under way.
- e) The Offeror may, along with other firms, bid to complete or perform response work at a fixed-price, should the DFO-CCG Representative opt for this contract performance process; however, this does not in any way negate the obligations the Offeror undertakes herein.



A.8 Team Composition

For each area, the Offeror must be able to provide these resources within 24 hours of the initial CCG call-out.

i) At a minimum, the Offeror must provide a team of seven (7) people, consisting of the following members:

- a) One (1) general foreperson/observer;
- b) One (1) team leader;
- c) One (1) navigator; and,
- d) Four (4) labourers.

ii) The primary duties to be performed by each team member include:

a) Observer

The observer is a staff member that is trained and prepared to complete the activities described in section A.5 a). The observer may travel to the spill site at the request of the CCG to provide the initial information required to determine whether a response is necessary.

b) General Foreperson

The general foreperson is the liaison with the Project Authority. They receive work instructions and ensure that the work is performed within the required parameters. They compile all information for operational and administrative reports.

c) Team Leader

The team leader is the person designated to lead work groups during marine and land operations. A team leader will be present only if there is more than one team. Otherwise, the general foreman will perform these duties. The duties are primarily to plan, assign and supervise the team members' tasks. The team leader must be able to communicate clear work instructions, ensure compliance with health and safety requirements for workers, and report on the day-to-day activities of the work group.

d) Navigator

The navigator must be able to operate a workboat in conditions up to Beaufort 4 (wave height of 1.25 to 2.5 metres). They must have good experience handling boats in work situations and be familiar with the effect of currents and tides on boats, fixed installations and all types of floating equipment. They must be familiar with the water body and the use of nautical charts. They must be able to carry out marine operations in the course of marine oil spills. They must also demonstrate that they meet all Transport Canada training and proficiency requirements, including but not limited to: a Small Vessel Operator Proficiency (SVOP) certificate, a certificate in Marine Emergency Duties (MED A1, A2 or A3), a valid first aid certificate (CPR), a restricted radio operator certificate (ROC).

e) Labourer

The labourer is a generalist trained in the operation of pollution control equipment. A labourer must be able to work in difficult and changing environmental conditions and be familiar with the health and safety measures associated with marine and shoreline clean-up operations.

i) The Offeror must ensure that at least one (1) team member holds a valid Class 1 driver's licence and has certification in the transportation of dangerous goods.

ii) The team composition and roles identified by the above titles do not restrict the assignment of individual team members to other tasks for which they are qualified.

iii) Whenever possible, the Offeror's equipment operator should not be counted as a member of the work team; otherwise, this person could be replaced at the request of the DFO-CCG Representative to better streamline the team's activities.



A.9 Personal Protective Equipment

- i) The Offeror must provide its employees with personal protective equipment for the risks specific to the work, as prescribed by the Canada Labour Code and workers' compensation board regulations, and cover the costs.
- ii) Any additional personal protective equipment required by the Department Representative due to exceptional circumstances, e.g. additional protection based on the physico-chemical properties of the contaminants or the need for additional staff, will be provided by the Offeror and will be reimbursed by DFO-CCG. Reimbursement will be based on a cost deemed fair and reasonable by the Department Representative, who may require the return of all reimbursed clothing.

A.10 Offeror's Equipment and Transportation

A.10.1 Vehicles

For the full term of this Agreement, the Offeror must be equipped with the following (or demonstrate to the Department that it has a written agreement with a company that has the equipment) in the geographic area covered:

- a) A vacuum truck certified to transport residual hazardous materials with a minimum pumping capacity of 750 CFM and a minimum tank volume of 1 200 gallons;
- b) A pick-up truck; and,
- c) A transport truck capable of towing a 7 500 kg (20 090 pounds) trailer with an overall length of 12.2 metres (40') and width of 3.05 m (10'). The towing apparatus must have sufficient capacity to tow the maximum load and must have a receiver to accommodate a hook and ball hitch with a diameter of 5.08 cm (2") and 5.87 cm (2 5/16"). The trucks must be equipped with a special electrical outlet to supply power to the trailer's marker lights and braking system.

A.10.2 Watercraft

For the full term of this Agreement, the Offeror must be equipped with (or demonstrate to DFO-CCG that it has a written agreement with a firm that is equipped) a watercraft with a suggested length of 8 to 12 metres and a suggested gross tonnage of 5 to 15 tonnes, in the geographic area covered.

A.10.3 Pollution control equipment

For the full term of this Agreement, in the Offeror must be equipped with (or demonstrate to DFO-CCG that it has a written agreement with a firm that is equipped), in the geographic area covered:

- a) A minimum of 1,000 feet of 24-inch containment booms;
- b) A minimum of one (1) cubic metre of absorbent material such as socks or blankets;
- c) A minimum of ten (10) cubic metres of storage capacity.

A.10.4 Transportation

- a) The Offeror must hold or obtain, at its expense, a Class 1 special travel permit belonging to the general permit category.
- b) For the transportation of miscellaneous equipment, the Offeror must select the least expensive means for DFO-CCG based on the weight of the equipment and distance to be travelled.



- c) The Offeror must be able to make arrangements within twenty-four (24) hours to provide transportation of the Department's equipment to any location upon request by the DFO-CCG Representative.

A.11 Disposal of Waste

- a) The Offeror must ensure that waste disposal rates are based on volume and level of contamination. Rates must include transportation and handling, and must be based on the rates of the transfer or disposal centre. DFO-CCG agrees to reimburse the Offeror for expenses incurred plus any applicable subcontracting administrative expenses upon submission of analysis reports, invoices, weight logs and the disposal certificate from the disposal centre. If the waste transferred to the disposal centre has a residual market value, the Offeror must credit this market value back to the DFO-CCG account.
- b) The Offeror must hold all necessary permits for the handling, storage and transportation of hazardous materials, residual hazardous materials, hazardous waste and contaminated soils, in accordance with applicable provincial regulations, or demonstrate to DFO-CCG that it has a written agreement with a firm meeting these requirements, for the full term of this Agreement.

A.12 Support for Mobilization and Demobilization

- a) On the effective date of this Agreement, the contractor may be tasked with mobilizing or demobilizing all or part of the equipment stored in its territory, at the request of the Department Representative.
- b) The wages of the contractor's team members during equipment mobilization and demobilization hours will be at the team rates. However, the cost of meals and transportation of team members during these periods will be the Offeror's responsibility.
- c) The Offeror may, depending on the situation, proceed with stowing, cleaning, storing and disposing of equipment as required and at the request of the DFO-CCG Representative.
- d) If, owing to its own negligence, the Offeror loses or damages equipment and/or material that is the property of the Department (include clause <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G2001C/3>), it must replace or repair these parts at its own expense and to the satisfaction of the DFO-CCG Representative. If the Offeror does not meet these requirements, any monies required to acquire, replace and repair missing or damaged items will be deducted or claimed from the monies owed to the contractor under this Agreement. DFO-CCG will assume the cost of damage attributable to normal wear and tear or any other reason deemed to be beyond the Offeror's control.

A.13 Service Call

- a) The minimum number of hours paid for a service call is set at three (3) hours for deployed team members.
- b) DFO-CCG agrees to reimburse either the minimum number of hours paid for a service call or the actual number of hours worked, whichever of the two periods is greater.
- c) The DFO-CCG Representative will approve the required staff identified by the Offeror to respond to a service call, and staff will be paid at the rates described.



ANNEX B - BASIS OF PAYMENT

A. PRICING FOR STAFF

The Offeror will be paid for actual hours worked at the firm hourly rates shown in Canadian dollars (CAD) below. Customs duties are included, and applicable taxes are extra.

For each call-up, the minimum duration for each team member required is four consecutive hours.

Hourly* Rate for Team Members**

	Hourly Rate (from standing offer award to October 31, 2023)	Hourly Rate (from November 1, 2023, to October 31, 2024)	Hourly Rate (from November 1, 2024, to October 31, 2025)	Hourly Rate (Option year 1, from November 1, 2025, to October 31, 2026)	Hourly Rate (Option year 2, from November 1, 2026, to October 31, 2027)
Observer*					
General Foreman					
Team Leader**					
Navigator					
Labourer					
Sum	(a)	(b)	(c)	(d)	(e)
Total of Sums: (= a + b + c + d + e) (for part A for the calculation of the total evaluated price)					(y)

* Pick-up truck is always included in the hourly rate.

** A team leader will be present only if there is more than one team, otherwise the general foreman will perform the duties of team leader.

B. PRICING FOR THE OFFEROR'S FACILITIES

The Offeror will be paid for materials actually used at the firm all-inclusive rates shown in Canadian dollars (CAD) below. Customs duties are included, and applicable taxes are extra.

For each call-up, the minimum duration for each item required is four consecutive hours.

i. Rates for a Vacuum Truck with Driver/Operator

For the standing offer period: from standing offer to October 31, 2023

	Hourly rate	Daily rate
In use		
On standby		
In transit		
Sum of Daily Rates		

For the standing offer period: from November 1, 2023, to October 31, 2024

	Hourly rate	Daily rate



In use		
On standby		
In transit		
Sum of Daily Rates		

For the standing offer period: from November 1, 2024, to October 31, 2025

	Hourly Rate	Daily Rate
In use		
On standby		
In transit		
Sum of Daily Rates		

For option period 1: from November 1, 2025, to October 31, 2026

	Hourly Rate	Daily Rate
In use		
On standby		
In transit		
Sum of Daily Rates		

For option period 2: from November 1, 2026, to October 31, 2027

	Hourly Rate	Daily Rate
In use		
On standby		
In transit		
Sum of Daily Rates		

Sum of Daily Rates for All Periods for a Vacuum Truck with Driver/Operator (for part B for the calculation of the total evaluated price)	(m)
--	------------

ii. **Rates for a Transport Truck with Driver**

Transport truck capable of towing a trailer weighing 7,500 kg (20,090 lbs) with an overall length of 12.2 metres (40') and a width of 3.05 metres (10'). The towing apparatus must have sufficient capacity to tow the maximum load and must have a receiver to accommodate a hook and ball hitch with a diameter of 5.08 cm (2") and 5.87 cm (2 5/16"). The pick-up trucks must be equipped with a special electrical outlet to power the trailer's parking lights and braking system.

For the standing offer period: from standing offer award to October 31, 2023

	Hourly Rate	Daily Rate
In use		
On standby		
In transit		
Sum of Daily Rates		



For the standing offer period: from November 1, 2023, to October 31, 2024

	Hourly Rate	Daily Rate
In use		
On standby		
In transit		
Sum of Daily Rates		

For the standing offer period: from November 1, 2024, to October 31, 2025

	Hourly Rate	Daily Rate
In use		
On standby		
In transit		
Sum of Daily Rates		

For option period 1: from November 1, 2025, to October 31, 2026

	Hourly Rate	Daily Rate
In use		
On standby		
In transit		
Sum of Daily Rates		

For option period 2: from November 1, 2026, to October 31, 2027

	Hourly Rate	Daily Rate
In use		
On standby		
In transit		
Sum of Daily Rates		

Sum of Daily Rates for All Periods for a Transport Truck with Driver (for part B for the calculation of the total evaluated price)	(n)
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iii. Rates for a vessel

Vessel with a minimum capacity of 5 tonnes gross tonnage.

For the standing offer period: from standing offer award to October 31, 2023

	Hourly Rate	Daily Rate
In Use		
On Standby		
In Transit		
Sum of Daily Rates		



For the standing offer period: from November 1, 2023, to October 31, 2024

	Hourly Rate	Daily Rate
In Use		
On Standby		
In Transit		
Sum of Daily Rates		

For the standing offer period: from November 1, 2024, to October 31, 2025

	Hourly Rate	Daily Rate
In Use		
On Standby		
In Transit		
Sum of Daily Rates		

For option period 1: from November 1, 2025, to October 31, 2026

	Hourly Rate	Daily Rate
In Use		
On Standby		
In Transit		
Sum of Daily Rates		

For option period 2: from November 1, 2026, to October 31, 2027

	Hourly Rate	Daily Rate
In Use		
On Standby		
In Transit		
Sum of Daily Rates		

Sum of Daily Rates for All Periods for One Vessel (for part B for the calculation of the total evaluated price)	(o)
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iv. Rates for Storage Equipment

The volume specifications of the four types of storage equipment are as follows:

- Containers are those that can be loaded on a roll-off truck and are typically roll-off containers. Containers are those that hold a volume of at least 10 cu. yards (7.65 cu. m. each);
- Open Tanks are those that hold a volume between 5,000L and 10,000L each;
- Closed Tanks are those that hold a volume between 1,000L and 10,000L each; and
- Other are those that hold a volume below 1,000L each.



For the standing offer period: from standing offer award to October 31, 2023

	Cost per cu. m. per day (A)	Cu. M. (B)	Daily Rate (= A x B)
Container		10	
Open Tank*		10	
Closed Tank*		10	
Other		0.5	
Sum of Daily Rates			

For the standing offer period: from November 1, 2023, to October 31, 2024

	Cost per cu. m. per day (A)	Cu. M. (B)	Daily Rate (= A x B)
Container		10	
Open Tank*		10	
Closed Tank*		10	
Other		0.5	
Sum of Daily Rates			

For the standing offer period: from November 1, 2024, to October 31, 2025

	Cost per cu. m. per day (A)	Cu. M. (B)	Daily Rate (= A x B)
Container		10	
Open Tank*		10	
Closed Tank*		10	
Other		0.5	
Sum of Daily Rates			

For option period 1: from November 1, 2025, to October 31, 2026

	Cost per cu. m. per day (A)	Cu. M. (B)	Daily Rate (= A x B)
Container		10	
Open Tank*		10	
Closed Tank*		10	
Other		0.5	
Sum of Daily Rates			

For option period 2: from November 1 2026 to October 31 2027

	Cost per cu. m. per day (A)	Cu. M. (B)	Daily Rate (= A x B)
Container		10	
Open Tank*		10	
Closed Tank*		10	
Other		0.5	
Sum of Daily Rates			



* Costs associated with decontamination will be reimbursed by DFO-CCG. An assessment of the condition of the equipment prior to decontamination will be required.

Sum of Daily Rates for All Periods for Storage Equipment (for part B for the calculation of the total evaluated price)	(p)
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v. Rates for Confinement Equipment

For the standing offer period: from standing offer award to October 31, 2023

	Cost per foot per day (A)	Length in Feet (B)	Daily Rate (= A x B)
24-inch Boom*		1,000	
Booms of other heights**		1,000	
Sum of Daily Rates			

For the standing offer period: from November 1, 2023, to October 31, 2024

	Cost per foot per day (A)	Length in Feet (B)	Daily Rate (= A x B)
24-inch Boom*		1,000	
Booms of other heights**		1,000	
Sum of Daily Rates			

For the standing offer period: from November 1, 2024, to October 31, 2025

	Cost per foot per day (A)	Length in Feet (B)	Daily Rate (= A x B)
24-inch Boom*		1,000	
Booms of other heights**		1,000	
Sum of Daily Rates			

For option period 1: from November 1, 2025, to October 31, 2026

	Cost per foot per day (A)	Length in Feet (B)	Daily Rate (= A x B)
24-inch Boom*		1,000	
Booms of other heights**		1,000	
Sum of Daily Rates			

For option period 2: from November 1, 2026, to October 31, 2027

	Cost per foot per day (A)	Length in Feet (B)	Daily Rate (= A x B)
24-inch Boom*		1,000	
Booms of other heights**		1,000	
Sum of Daily Rates			

* Costs associated with decontamination will be reimbursed by CCG. An assessment of the equipment's condition prior to decontamination will be required.



** For booms of other heights, the sum total of 1,000 feet in length can be comprised of booms of multiple heights (e.g. 500 ft of 18-inch booms and 500 feet of 36-inch booms). Offerors must provide, in special notes to their financial bid, what the heights and quantities are that comprise the 1,000 feet of other heights. The cost per foot per day for booms of other heights will be the same for any boom height other than 24-inches.

Sum of Daily Rates for All Periods for Containment Equipment (for part B for the calculation of the total evaluated price)	(q)
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Description: Sum of Daily Rates for All Periods for...	Amount
a vacuum truck with driver/operator	(m)
a transport truck with driver	(n)
a vessel	(o)
storage equipment	(p)
confinement equipment	(q)
Total of Amounts: (= m + n + o + p + q) (for part B for the calculation of the total evaluated price)	(z)

Description: Total of Amounts for...	Amount
Part A (for the calculation of the total evaluated price)	(y)
Part B (for the calculation of the total evaluated price)	(z)
Total Evaluated Price: (sum of the two amounts in this table)	

Note to Offerors: The Tables in Annex B – Basis of Payment containing the sums will be deleted in any resulting standing offer.



ANNEX C - SECURITY REQUIREMENTS CHECK LIST

The first three pages of the SRCL for this requirement are found on the following three pages. The fourth pages contains only signatories and will only be provided to the Offeror at contract award.



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 30001440
Security Classification / Classification de sécurité sans classification

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE			
1. Originating Government Department or Organization Ministère ou organisme gouvernemental d'origine MPO- Garde Côtière Canadienne		2. Branch or Directorate / Direction générale ou Direction Intervention Environnementale, Gestion des Incidents	
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work - Brève description du travail GCC-Intervention Environnementale requiert les services d'entrepreneurs en intervention pour 24 zones géographiques de la région Centre.			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. Indicate the type of access required - Indiquer le type d'accès requis			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p.ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciales sans entreposage de nuit?		<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès			
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion			
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>			
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information			
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>	
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>	
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>	
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>	
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>	
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	

Security Classification / Classification de sécurité sans classification



Government of Canada
Gouvernement du Canada

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PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

No / Non Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

No / Non Yes / Oui

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments: escorte nécessaire en tout temps si accès à une zone restreinte
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?
If Yes, will unscreened personnel be escorted:
Dans l'affirmative, le personnel en question sera-t-il escorté?

No / Non Yes / Oui

No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?
 No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?
 No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?
 No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?
 No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?
 No / Non Yes / Oui

Security Classification / Classification de sécurité sans classification





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PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret	Protected Protégé			Confidential Confidentiel	Secret	Top Secret Très Secret
											A	B	C			
Information / Assets Renseignements / Biens	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Production	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media Support TI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link Lien électronique	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D - INSURANCE REQUIREMENTS

A – Marine Liability Insurance

1. The Contractor must obtain protection and indemnity insurance that must include excess **collision liability and pollution liability**. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain worker's compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the territory or province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is subject to an additional contravention, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The protection and indemnity insurance policy must include the following:
 - a. Additional insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Waiver of subrogation rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by DFO-CCG and Public Works and Government Services Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - d. Cross liability and separation of insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), R.S.C. 1985, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8



A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

B – Environment Impairment Liability Insurance

1. The Contractor must obtain **Storage Tank Third Party Liability** insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Storage Tank Third Party 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. **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.
 - c. **Separation of Insureds:** 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.
 - d. **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.
 - e. **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. **Storage Tank Third-Party Liability -** The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. **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:

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
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C – Additional Insurance

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the standing offer and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under the standing offer.

