



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
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AND: Karen.Dolan@dfo-mpo.gc.ca

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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 Sa 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 Standing Offer for Engineering Services for Newfoundland and Labrador		Date November 9, 2023
Solicitation No. / N° de l'invitation 30004577		
Client Reference No. / No. de référence du client(e) 30004577		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 AST (Atlantic Standard Time) On / le : November 24, 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 : Karen Dolan, Acting Senior Contracting Officer Email / Courriel: <a href="mailto:DFO.Tenders-Soumissions.MPO@dfo-
mpo.gc.ca">DFO.Tenders-Soumissions.MPO@dfo- mpo.gc.ca AND: Karen.Dolan@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 – GENERAL INFORMATION

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against His Majesty the King in Right of Canada, and will be barred from bringing any such claim, action or complaint against His Majesty the King in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Identified User.

1.1 Introduction

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

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

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

1.2 Summary

Fisheries and Oceans Canada (DFO) – Small Craft Harbours (SCH) Branch is inviting consulting firms



with Marine Engineering expertise to submit proposals for Standing Offers. The selected Offerors shall provide Engineering services as identified in the Statement of Work section of this document for marine construction projects in the Newfoundland Labrador Region including, but not limited to, the following:

- Small Craft Harbour facilities
- Shore protection and breakwaters
- Dredging
- Timber cribwork
- Steel sheet pilework
- Timber or steel pilework & rock anchors
- Reinforced concrete support structures (e.g. pile caps, beams, fascia and retaining walls, wharf decks)

Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; DFO will issue call-ups only when the specific services to be provided under the Standing Offer are needed.

Canada intends to issue several Standing Offers (SO). The period of the SO will be from the date of issuance until 31 March 2028. The distribution of work will be based on a proportional basis such that the offeror who was top ranked will receive 50% of the portion of the work, the second ranked offeror will receive 25% of the portion of the work, the third ranked Offeror will receive 15% of the work and the fourth ranked Offeror will receive 10% of the work..

The Request for Standing Offers (RFSO) is to establish Standing Offers for the requirement detailed in the RFSO, within the province of Newfoundland and Labrador, excluding locations that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCA areas within Newfoundland and Labrador will be treated as a separate procurement, outside of the resulting standing offers.

1.3 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.

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

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

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



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this Request for Standing Offers 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 [Standard Acquisition Clauses and Conditions Manual \(SACC\)](#) 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>) 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](#) (2023-06-08), 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 for this RFSO as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the Request for Standing Offer, offers transmitted by facsimile to DFO 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required, have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES NO

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- name of former public servant;
- 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

YES NO

If so, the Offeror must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10)** 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 **Newfoundland and Labrador**.

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 Offer 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.

2.7 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.8 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all



solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

2.8.1 Completeness of the Bid Checklist

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

Complete (Y/N)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by Canada Post Corporation's (CPC) Connect service, by facsimile or on a Cloud to DFO **will not** be accepted.

The Offeror will submit its offer electronically, via email, subject to section 2.2, DFO requests that the Offeror submits its offer to the email address(es) indicated on page 1 of the RFSO.

Canada requests that the offer provide their offer in separate sections as follows:

- Section I: Technical Offer (1 PDF format)
- Section II: Financial Offer (1 PDF format)
- Section III: Certifications (1 PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. 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

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

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 1 to Part 3.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation



Section III: Certifications

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



ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Offeror must complete this pricing schedule and include it in its financial offer.

Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in hourly rates will not be permitted during the Standing Offer period.

Fixed hourly rates must include all applicable admin and overhead fees required for conducting the work.

Under any resulting Standing Offer, Canada will not accept living expenses, relocation administrative or overhead fees.

The offeror must provide an hourly rate for each position in order to be considered a valid financial bid.

An example table has been provided:

EXAMPLE FINANCIAL OFFER TABLE

Description	Weight Factor (A)	Fixed Hourly Rates					$(A) \times [(B) + (C) + (D) + (E) + (F)]/5$ = TOTAL
		Contract Issuance to March 31st, 2024 (B)	April 1 st , 2024 to March 31 st , 2025 (C)	April 1 st , 2025 to March 31 st , 2026 (D)	April 1 st , 2026 to December 31 st , 2027 (E)	April 1 st , 2027 to March 31 st , 2028 (F)	
EXAMPLE TASK 1	75%	\$ 10	\$ 15	\$ 20	\$ 25	\$ 30	\$ 15
EXAMPLE TASK 2	25 %	\$ 15	\$ 20	\$ 25	\$ 30	\$ 35	\$ 6.25
EXAMPLE - Total combined price for evaluation purposes (taxes extra)							\$ 21.25

Professional Fees

For work performed that does not amount to 60 minutes, the time charged will be calculated as follows:

- 1-15 minutes will be billed at 0.25 hrs
- 16-30 minutes will be billed at 0.50 hrs
- 31-45 minutes will be billed at 0.75 hrs
- 46-59 minutes will be billed at 1.00 hrs

Customs duties are included, and applicable taxes are extra.

The Offeror will be paid all-inclusive firm rates as follows:



Description	Weight Factor (A)	Fixed Hourly Rates					(A) x [(B) + (C) + (D) + (E) + (F)] /5 = TOTAL
		Contract Issuance to March 31st, 2024 (B)	April 1 st , 2024 to March 31 st , 2025 (C)	April 1 st , 2025 to March 31 st , 2026 (D)	April 1 st , 2026 to December 31 st , 2027 (E)	April 1 st , 2027 to March 31 st , 2028 (F)	
Marine Engineer	30%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Intermediate/Project Engineer	20%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Marine Technologist	25%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Geotechnical Engineer	5%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Electrical Engineer	10%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Electrical Technologist	10%	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total combined price for evaluation purposes (taxes extra)							\$ _____



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex " D ".

4.1.1.2 Point Rated Technical Criteria

Refer to Annex " D ".

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price - [A0027T](#) (2022-12-01)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of **70 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **110 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 80 = 68.15$	$89/135 \times 80 = 52.74$	$92/135 \times 80 = 54.52$
	Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18.00$	$45/45 \times 20 = 20.00$
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2. 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 procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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.

5.2.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up



against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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



ATTACHMENT 1 TO PART 5

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

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

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

List of names for [integrity verification form](#)



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

6.2 Insurance Requirements – No Specific Requirement

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



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of issuance to March 31, 2028 inclusive.

7.4.2 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:



Name: Karen Dolan
Title: Acting Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, New Brunswick, E3C 2M6

Telephone: 782-377-7245
E-mail address: DFO.Tenders-Soumissions.MPO@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, the Standing Offer Authority is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority (to be inserted at issuance of Standing offer)

The Project Authority for the Contract is:

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

Telephone: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.3 Offeror's Representative (to be inserted at issuance of Standing offer)

The Offeror's Representative for the Standing Offer is:

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

Telephone: _____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada.



7.8 Call-up Procedures

1. Services will be called-up as follows:

- (a) The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, Offerors will be considered based on a proportional basis such that the offeror who was top ranked will receive 50% of the portion of the work, the second ranked offeror will receive 25% of the portion of the work, the third ranked Offeror will receive 15% of the work and the fourth ranked Offeror will receive 10% of the work. In the event fewer than four (4) Offerors are successful, the undistributed % of business will be redistributed amongst the offerors being recommended using the following formula:

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

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

- (b) The call-up procedures require that when a requirement is identified, the identified user will contact the Offeror who is furthest under their respective ideal business distribution percentage to determine if the requirement can be satisfied by that offeror. The Offeror will be provided the scope of services and will be given **72 hours** to respond. If the top ranked offeror is able to meet the requirement, a call-up is made against its standing offer. Should the Offeror fail to meet the proposal submission deadline, Canada reserves the right not to further consider the Offeror for the call-up, and select the next Offeror who is furthest away from the ideal business distribution. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. When the offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used. **Should an Offeror refuse a call-up three (3) times in a row, without a valid exception, over the course of the Standing Offer, Canada has the right to cancel the Standing Offer Agreement with the Offeror.**
- (c) The Offeror will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Offeror's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable.
- (d) If a resource proposed by the Offeror was not previously qualified by DFO during the RFSO, the Offeror must provide a detailed Resume, addressing each of the mandatory and point-rated requirements for the required category. The resource must qualify according to the criteria outlined in Attachment 1 to Part 4 of the RFSO. The resource will be evaluated by DFO and if qualified a Call-Up may be awarded to that Offeror. If the proposed resource does not



qualify as per the criteria, the Offeror's Proposal will not be considered for contract award and the next applicable offeror will be requested to submit a proposal.

2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.
3. Any proposed changes to the scope of work in the call-up are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

7.9 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offeror
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;
 - completed Statement of Work including description and due date of the deliverables;
 - category(ies), number and name(s) of resource(s);
 - level of effort expressed in number of hours, fixed hourly rate;
 - identification of all travel and living expense requirements and their value including taxes (if required);
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$150,000.00** (Applicable Taxes included).

For all call-ups against the Standing Offer that exceed **\$150,000.00** (Applicable Taxes included) (**\$150,001 up to \$350,000.00** (Applicable Taxes included)), a Procurement Request must be submitted via SAP by the Project authority and the contracting Officer will issue a call-up as per Part 7, Standing Offer and Resulting Contract Clauses, Section 7.8.



7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, - Performance Evaluation;
- h) Annex D, Standing Offer Report;
- i) Annex E, Offeror's Approved Personnel;
- j) the Offeror's offer dated _____ (to be inserted at issuance of Standing Offer)

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 SACC Manual Clauses

SACC Manual clause [M3020C](#) (2016-01-28), Status of Availability of Resources - Standing Offer
SACC Manual clause [M3021T](#) (2016-01-28), Education and Experience – Standing Offer

7.13 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 **Newfoundland and Labrador**.

7.14 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.



B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

[4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules, apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract will be identified in each individual call-up.

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment – Fixed Time Rate – Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$ _____ (to be provided at call-up award). Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (to be provided at call-up award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by



the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Method of Payment

7.5.3.1 SACC Manual clause H1000C (2008-05-12), 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;
- c. the Work delivered has been accepted by Canada.

OR

7.5.3.2 SACC Manual clause H1008C (2008-05-12), Monthly Payment

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

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

7.5.4 SACC Manual Clauses

SACC Manual clause C0705C (2010-01-11), Discretionary Audit

7.5.5 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

7.5.6 Travel and Living Expenses - National Joint Council Travel Directive

Any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the Offeror's or Contractor's office are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Project Authority) in accordance with current National Joint Council Travel Directive.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and



D of the [National Joint Council Travel Directive](#) , and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$ _____ (to be provided at each call-up award)

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the following address for certification and payment.
 - DFO.invoicing-facturation.MPO@canada.ca
 - Project Authority, _____ (to be inserted at issuance of Standing Offer)
 - AP Coder, _____ (to be inserted at issuance of Standing Offer)

7.7 Insurance

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

7.8 Dispute Resolution

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

7.9 SACC Manual Clauses

The following SACC Manual clauses apply to and form part of the Contract:

[A9068C](#) (2010-01-11), Government Site Regulations.

[B9028C](#) (2007-05-25), Access to Facilities and Equipment.

7.10 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:



a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



ANNEX "A" - STATEMENT OF WORK

1.0 INTRODUCTION

1. Call-Ups may include any or all of the following services. Specific services will be identified in each call-up:
 - (a) Analysis of Project Scope of Work
 - (b) Investigations, Studies and Reports
 - (c) Design Concept
 - (d) Design Development
 - (e) Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
 - (f) Tender Call, Bid Evaluation and Construction Contract Award
 - (g) Construction and Contract Administration
 - (h) Post Construction Services

2.0 SCOPE OF SERVICES

2.1 Analysis of Project Scope of Work

1. The Offeror shall analyze the Project Brief and advise the Departmental Representative of any noted problems or the need for more information, clarification or direction.
2. Visit the site to perform surveys and obtain local information applicable to the design. This includes verifying or preparing as-built records as necessary.
3. Subject to applicable security restrictions, the Offeror will be given access to existing plans, survey notes, design notes, specifications or reports that will aid in the work. All such documents must be returned to the Departmental Representative on termination of the contract.

2.2 Investigations, Studies and Reports

1. The Offeror shall perform investigations and provide reports as required by the Departmental Representative. Activities may include the following:
 - (a) Code and regulatory compliance assessments;
 - (b) Load Evaluation Assessment;
 - (c) Feasibility and Investment Analysis Report;
 - (d) Instrumentation and monitoring work.
 - (e) Geotechnical and material investigations;
 - (f) River hydraulic assessments;
 - (g) Diving inspections;



- (h) Marine traffic safety and volume assessments;
 - (i) Bathymetry and topographic surveys.
2. Investigative work shall be carried in accordance with the current DFO Guidelines Inspection and Maintenance of Marine Facilities, and the current Canadian Highway Bridge Design Code (CHBDC CAN/CSA-S6) as required, and shall be carried out by an experienced and qualified marine engineer.
3. The Departmental Representative may have the geotechnical field work carried out under a separate contract. The Offeror may be required to prepare the Terms of Reference / Scope of Work for the geotechnical field work and coordinate/manage the work of the other contract. The Departmental Representative may require the Offeror be responsible to carry out required geotechnical investigations fieldwork their own /capabilities. The Offeror will be required to analyze and interpret the results of geotechnical field programs and provide design recommendations to the design engineer.

2.3 Design Concept

The Offeror shall:

- (a) submit to the Departmental Representative, design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project requirements;
 - all design issues beyond the marine works themselves may need to be considered such as environmental, electrical, mechanical, hydraulic, signage, lighting, etc.
 - conceptual design needs to also consider issues such as construction approach, methodology, and constructability. Issues such as land ownership restrictions and continued usage of site, pedestrian and vehicular traffic detours, staging areas, etc. are to be considered.
- (b) submit a preliminary Construction Cost Estimate, Cost Plan , Preliminary Project Risk Management Plan and Project Schedule to confirm the feasibility of the Project, and
- (c) provide copies of all design concept documents in the type and number specified in Annex A-1 AA 2.4.
- (d) develop alternative solutions which accommodate the Department User Program, and adhere to the project budget. Drawings will include analytical diagrams, schematic bubble diagrams, plans, elevations, and sections. Perspective sketches may be requested.
- (e) provide option analysis, complete with life cycle cost analysis.



2.4 Design Development

The Offeror shall, after acceptance of the design concept documents, prepare and

- (a) refine the approved Conceptual Design Option to a level of detail which will facilitate Class C cost estimates, design review and discussions with the Department.
- (b) submit to the Departmental Representative, design development documents in sufficient
- (c) detail to define the size, intent and character of the entire Project;
- (d) submit an updated Construction Cost Estimate based on the design development documents, and an updated Cost Plan, Project Risk Management Plan and Project Schedule; and
- (e) provide copies of all design development documents in the type and number specified in Annex A-1 AA 2.4.

2.5 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule

1. The Offeror shall, after acceptance of the design development documents, prepare and;
 - (a) submit for review to the Departmental Representative construction documents detailing the requirements for the construction of the Project at each stage of production as specified;
 - (b) submit an updated Construction Cost Estimate, Project Risk Management Plan and Project Schedule at each specified stage of production;
 - (c) provide copies of all construction documents submitted, in the type and number specified in Annex A-1 AA 2.4.
2. The Offeror shall prepare for tender call purposes and submit to the Departmental Representative for acceptance a final Construction Cost Estimate based on the approved construction documents, together with a breakdown thereof, and an updated Project Schedule.

2.6 Tender Call, Bid Evaluation and Construction Contract Award

1. Tender Call:

The Departmental Representative shall be responsible for the production of the required number of copies of the tender documents, and for such other documents as are necessary for tender call purposes. The Offeror shall, after acceptance of the final submission of the construction documents by the Departmental Representative, provide one (1) complete set of the approved working drawings **stamped by a Professional Engineer** digitally, suitable for reproduction, and one (1) set of the approved specifications suitable for reproduction as per details described in Annex A-1 AA 2.4 GENERAL PROJECT DELIVERABLE, Sentence 3.



The Departmental Representative will produce the required amounts of copies as required by the DFO Procurement Departments.

The Offeror shall, on request:

- (a) provide the Departmental Representative with information required for interpretation and clarification of the construction documents;
- (b) assist in the evaluation and approval of equivalent alternative materials, methods and systems;
- (c) assist with the preparation of addenda;
- (d) attend job or site showings as required.

2. Bid Evaluation and Construction Contract Award:

The Departmental Representative shall be responsible for assembling and issuing tender documents.

The Offeror shall, on request:

- (a) review and evaluate the bids received for the construction of the Project, and advise on their relative merits;
- (b) provide information to support price negotiations.

2.7 Construction and Contract Administration

1. Intent:

To ensure that project is implemented in compliance with the Contract Documents and to monitor all necessary or requested changes to the scope of work during construction.

2. General Scope and Activities:

- (a) During the implementation of the project, act on DFO's behalf to the extent provided in this document.
- (b) Carry out the review of the work at intervals appropriate to determine if the work is in conformity with the Contract Documents.
- (c) Keep the Departmental representative informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review.
- (d) Arrange for testing and inspection services in liaison with the Departmental Representative.
- (e) If requested, ensure compliance with any Commissioning Plan, update plan as necessary.
- (f) Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the contractor. All amounts owing to the contractor and all payments are approved by the Project Authority prior to payment.
- (g) Act as interpreter of the requirements of the Contract



Documents.

- (h) Provide cost advice during construction.
- (i) Advise the Project Manager of all potential changes to scope for the duration of the implementation.
- (j) Review the Contractor's submittals.
- (k) Prepare and justify change orders for issue by the Departmental representative.
- (l) Indicate any changes or material/equipment substitutions on Record Documents.
- (m) If requested during the twelve (12) month warranty period, investigate all defects and alleged defects and issue instructions to the Contractor.
- (n) Prepare and post Systems Operating Instructions.
- (o) Finalize Systems Operations Manual.
- (p) If required, conduct a final warranty review.

3. Detailed Scope and Activities

3.1 Construction Meetings

- (a) Immediately after contract award arrange a briefing meeting with the Contractor and DFO. Prepare minutes of the meeting and distribute copies to all participants and to other persons agreed upon with the Project Manager.
- (b) Call job meetings every 4 weeks, commencing with the construction briefing meeting. The meetings should include the job superintendent, Inspector of Construction, main sub-contractors, affected sub-Offers and DFO/client representatives as necessary. Prepare minutes of the meeting and distribute copies to all participants. The Project Manager may invite client Departments to attend any of these meetings.

3.2 Project Schedule

- (a) Obtain Project Schedule as soon as possible after contract award and ensure proper distribution.
- (b) Monitor the approved construction schedule, take necessary steps to ensure that the schedule is maintained and submit a detailed report to the Department concerning any delays.
- (c) Keep accurate records of causes of delays.
- (d) Make every effort to assist the Contractor to avoid delays.

3.3 Time Extensions

- (a) Only the Department may approve any request for Time Extensions. Approval will be issued in writing by the Project Manager.

3.4 Cost Breakdown



- (a) Obtain from the Contractor detail cost breakdown on standard DFO form and submit to the Department with the first Progress Claim.

3.5 Sub-contractor Changes

- (a) The Contractor is required to use the sub-contractors listed on the tender form unless a change is authorized by the Department. Changes are only considered when they involve no increase in cost. Review all requests for changes of sub-contractors, and submit recommendations to the Project Manager.
- (b) When sub-contractors have not been listed on the Tender Form, obtain the list from Contractors not later than 10 working days after date of award.

3.6 Labour Requirements

- (a) The Contractor is bound by the Contract to maintain competent and suitable workmen on the project and to comply with the Canada Department of Labour - Labour Conditions. Inform the Department of any labour situations that appear to require corrective action by the Department.
- (b) The Offeror shall ensure that a copy of the Labour Conditions for the Contract is posted in a conspicuous place on site.

3.7 Bylaw Compliance

- (a) Ensure that construction complies with applicable bylaws and regulations.
- (b) Matters pertaining to the Department of Labour shall be referred to the Engineer.

3.8 Construction Safety

- (a) All construction projects that are occupied by federal employees during construction are subject to the Canada Occupational Safety and Health Act and Regulations as administered by Health and Welfare Canada and/or Provincial Regulations -whichever is more restrictive.
- (b) Fire safety provisions during construction must comply with FCC Standards 301 and 302, administered by Fire Protection Engineering Services, Labour Program, Human Resources Development Canada, formerly known as the Fire Commissioner of Canada.
- (c) In addition to the above, the Contractor must comply with the provincial and municipal safety laws and regulations, and with any instructions issued by the officers of these authorities having jurisdiction relating to construction safety.

3.9 Site Visits

- (a) Provide non-resident construction inspection services.



Ensure compliance with contract documents.

- (b) Provide services of qualified personnel who are fully knowledgeable with technical and administrative requirements of project.
- (c) Establish a written understanding with contractors as to what stages or aspect of the work are to be inspected prior to being covered up.
- (d) Assess quality of work and identify in writing to the Contractor and to the Department all defects and deficiencies observed at time of such inspections.
- (e) Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
- (f) Any directions, clarifications or deficiency list shall be issued in writing to DFO.
- (g) Site visits will be required for foundation inspection, acceptance and post -erection inspection stages, or as requested by the Project Manager.

3.10 Clarifications

- (a) Provide clarifications on Plans and Specifications or site conditions, as required in order that project not be delayed.

3.11 Progress Reports

- (a) Report to the Department regularly on the progress of the work. Submit weekly reports.

3.12 Work Measurement

- (a) If work is based on unit prices, measure and record the quantities for verification of monthly progress claims and the Final Certificate of Measurement.
- (b) When Contemplated Change Notice is to be issued based on Unit Prices, keep accurate account of the work. Record dimensions and quantities.

3.13 Detail Drawings

- (a) Provide for the Department's information any additional detail drawings as and when required to properly clarify or interpret the contract documents.

3.14 Shop Drawings

- (a) On completion of project forward three copies of reviewed shop drawings to the Department. Ensure that shop drawings include the project number and are recorded in sequence.
- (b) Verify the number of copies of shop drawings required. Consider additional copies for Client's departmental review.
- (c) Shop drawings shall be stamped: "Checked and Certified



Correct for Construction" by the Contractor and stamped:
"reviewed" by the Offeror before return to the Contractor.

- (d) Expedite the processing of Shop Drawings.
 - (e) Shop drawing review shall include the detailed review of design and detailed fabricator drawings.
- 3.15 Inspection and Testing
- (a) Prior to tender, provide Department with recommended list of tests to be undertaken, including on site and factory testing.
 - (b) Ensure all testing is detailed within commissioning plan.
 - (c) When contract is awarded, assist Departmental Representative in briefing testing firm on required services, distribution of reports, communication lines, etc.
 - (d) Review all test reports and take necessary action with Contractor when work fails to comply with contract.
 - (e) Immediately notify Project Manager when tests fail to meet project requirements and when corrective work will affect schedule.
 - (f) Assist Departmental Representative in evaluating testing firm's invoices for services performed.
- 3.16 Construction Changes
- (a) The Offeror does not have authority to change the work or the price of the Contract. However, the Offeror will prepare Contemplated Changes Notices (CCNs) and Change Orders (COs).
 - (b) Changes which affect cost or design concept must be approved by the Department.
 - (c) Upon Departmental approval obtain quotations from the Contractor in detail. Review prices and forward promptly recommendations to the Department.
 - (d) The Department will issue Offeror-prepared CCNs and COs to the Contractor, with copy to Offeror.
 - (e) All changes, including those not affecting cost of the project, will be covered by Change Orders.
 - (f) The practice of "tradeoffs" is not allowed.
- 3.17 Contractor's Progress Claims
- (a) Each month the Contractor submits a progress claim for work and materials as required in the Construction Contract.
 - (b) The claims are made by completing the following forms where applicable:
 - (c) Request for Construction Payment
 - (d) Cost Breakdown for Unit and/or combined Price Contract
 - (e) Cost Breakdown for Fixed Price Contract



- (f) Statutory Declaration Progress Claim
 - (g) Review and sign designated forms and promptly forward claims to the Department (Project Manager) for processing.
 - (h) Submit with each progress claim:
 - 1. Updated schedule of the progress of the work.
 - 2. Photographs of the progress of the work.
- 3.18 Materials On Site
- (a) The Contractor may claim for payment of material on site but not incorporated in the work.
 - (b) Materials must be stored in a secure place designated by the Department.
 - (c) A detailed list of materials with supplier's invoices showing the price of each item must accompany a claim; the Offeror shall check and verify this list (Detail Sheet).
 - (d) Items shall be listed separately on the Detail Sheet after the break-down list and total.
 - (e) As material is incorporated in the work the cost must be added to the appropriate Detail item and removed from the material list.
- 3.19 Acceptance
- (a) Inform the Department when satisfied that the project is substantially completed. The Offeror shall ensure that his/her representative, resident on-site representative, contractor and departmental representative agree on acceptance date.
- 3.20 Interim Inspection
- (a) The Offeror, in conjunction with the Departmental representative, shall inspect the work and list all unacceptable and incomplete work on a designated form. The department shall accept the project from the Contractor subject to the deficiencies and uncompleted work listed and priced.
- 3.21 Certificate of Substantial Performance (Interim)
- (a) Payment requires completion and signing, by the parties concerned, of the following documents:
 - Certificate of Substantial Performance (Interim)
 - Cost Breakdown for Fixed Price Contract
 - Cost Breakdown for Unit or Combined Price Contract
 - Inspection and Acceptance
 - Statutory Declaration
 - Workmen's Compensation Board Certificate.
 - (b) Verify that all items are correctly stated and ensure that



completed documents and any supporting documents are furnished to the Department for processing.

3.22 Site Occupation

- (a) The Department or Client Department may occupy the site after the date of acceptance. The acceptance date is normally that of the Certificate of Substantial Performance (Interim) issued to the Contractor. As of the acceptance date, the Contractor may cancel the Contract Insurance, and the Department or Client Department (as the case may be) assumes responsibility for:
- Security of the work(s).
 - Fuel and utility charges.
 - Proper operation and use of equipment installed in the project.
 - General maintenance and cleaning of the work(s).
 - Maintenance of the site. (Except any landscaping maintenance covered by the contract.)

3.23 Keys

- (a) Ensure that all keys and safe combinations are delivered to the Departmental representative and/or the Client Department as applicable.

3.24 Final Inspection

- (a) Inform the Departmental representative when satisfied that all work under the contract has been completed, including the deficiency items. The Offeror and departmental representative will make a final inspection of the project. If everything is satisfactory, final acceptance of the project from the Contractor will take place.

3.25 Certificate of Completion (Final)

- (a) The final payment requires completion and signing, by the parties concerned, of the following documents:
- Certificate of Completion (Final)
 - Cost Breakdown for Fixed Price Contract
 - Inspection and Acceptance
 - Statutory Declaration
 - Cost Breakdown for Unit and/or Combined Price Contract
 - Workmen's Compensation Clearance Certificate
- (b) Verify that all items are correctly stated and ensure that completed documents and any supporting documents are furnished to the Department for processing.



3.26 Take-over

- (a) The official take-over of the project, or parts of the project, from the Contractor is established by the DFO Project Team which includes the Offeror and the Client Department. The date of Certificate of Substantial Performance Certificate of Completion (Final) signifies commencement of the 12 month warranty period for work completed on the date of each certificate in accordance with the General Conditions of the Contract.
- (b) Provide Department with original copy of Contractor's warranties for all materials and work covered by an extended warranty or guarantee, according to the conditions of the specifications. Verify their completeness and extent of coverage.

3.27 As-Built and Record Drawings and Specifications

- (a) Following the take-over, obtain as-built marked-up hard copy from the Contractor:
- (b) Show significant deviations in construction from the original Contract drawings, including changes shown on Post-Contract Drawings, changes resulting from Change Orders or from On Site Instructions.
- (c) Check and verify all as-built records for completeness and accuracy and submit to DFO.
- (d) Produce Record Drawings by incorporating As-Built information into project drawings.
- (e) Submit Record Drawings and Specifications in number and format required by the Offeror Agreement within [8] weeks of final acceptance.
- (f) Provide a complete set of final shop drawings.

3.28 Post Construction Warranty Review:

- (a) The Offeror shall review, if requested, during the Contractor's warranty period, any defects reported by the Departmental representative. The Offeror shall visit the site 60 days prior to the expiry of the warranty period and record any defects observed or reported. At the end of the warranty period, carry out a final review of the project and report to the Departmental representative the status and/or any defects. If accepted, issue a notice of 'Final Warranty Inspection' to the Contractor.

4. Deliverables

- (a) Written reports on the progress of the work and the cost of the project at the end of each month
- (b) Additional detail drawings when required to clarify, interpret or supplement the Construction Documents
- (c) Post contract drawings



- (d) Interim or Final certificates
- (e) Debrief of Commissioning Activities
- (f) As built records
- (g) Warranty deficiency list
- (h) Report on Final Warranty Review

2.8 Post Construction Services

The Offeror shall submit closure reports generally comprising the following:

1. Introduction:
 - (a) Project history
 - (b) Scope of Work
 - (c) Design development
 - (d) Tendering process and award of contract
2. Project Implementation:
 - (a) Start - up meeting
 - (b) Work plan and schedule of work
 - (c) Field testing and quality control
 - (d) Progress meetings and minutes
 - (e) Health and safety
 - (f) Change orders and site instructions
3. Issues and difficulties encountered during implementation:
 - (a) Delays in the work
 - (b) Review of claims
4. Operations and monitoring program
 - (a) Inspections
 - (b) Studies
 - (c) Monitoring work
5. Conclusion and Summary
6. List of Appendices :
 - (a) Copy of specifications
 - (b) Contract drawings
 - (c) Contractor's Schedule
 - (d) List of subcontractors and suppliers.
 - (e) Digital photographs
 - (f) As-built drawings.
 - (g) Geotechnical, materials, testing reports if applicable
 - (h) Environmental Considerations report.



- (i) Bi-weekly progress summaries
- (j) Quality assurance (materials testing, water quality, specified materials, etc.)
- (k) Any other report related to the project

7. Post-Construction Warranty Review

The Offeror shall:

- (a) review if requested, during the Contractor's warranty period, any defects reported by the Departmental Representative;
- (b) 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported;
- (c) at the end of any warranty period, carry out a final review of the Project and report to the Departmental Representative the status of defects. If the Departmental Representative accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the Contractor.

2.9 Technical Support Services

1. Intent

To provide technical support services supporting construction at sites in the Newfoundland Labrador Region.

Scope and Activities.

- (a) General review and approve shop drawings.
- (b) Review contractor submitted "Requests for Information" against tender drawings and specifications and provide interpretation and advice to the Departmental Representative.
- (c) Prepare technical requirements for CCN's
- (d) Provide review and recommendation for contractor's submitted CCN's
- (e) Hire and coordinate materials testing lab for onsite testing requirements, if required.
- (f) DFO-SCH will be responsible for the project management of the project.

2.10 Resource categories

- (a) Marine Engineer
- (b) Intermediate Marine Engineer
- (c) Marine Technologist
- (d) Geotechnical Engineer
- (e) Electrical Engineer
- (f) Electrical Technologist

2.11 Additional services

Upon request these services may be required:

- (a) Planning Support;
- (b) Indicative design and advisory services;
- (c) Interior Design;



- (d) Stand Alone Specifications;
- (e) Energy Studies;
- (f) Sustainable design studies, LEED reports; and
- (g) Environmental review and inclusion into project plans.

The Contractor must submit a cost estimate to the Project Authority based on the statement of work with a complete pricing breakdown for the additional services requested.



ANNEX "A-1" AGREEMENT ADMINISTRATION (AA)

AA 1 General Information

- AA 1.1 Roles and Responsibilities
- AA 1.2 Coordination with Departmental Representative
- AA 1.3 Health and Safety
- AA 1.4 Project Response Time Requirements
- AA 1.5 Official Languages

AA 2 Functional Requirements

- AA 2.1 Design Codes, Regulations and Reference Documents
- AA 2.2 Project Delivery Approach
- AA 2.3 Media
- AA 2.4 General Project Deliverable
- AA 2.5 Acceptance of Project Deliverables

AA 1 GENERAL INFORMATION

AA 1.1 ROLES AND RESPONSIBILITIES

AA 1.1.1 DEPARTMENTAL REPRESENTATIVE

1. The Project Manager assigned to the project is the Departmental Representative.
2. The Departmental Representative, as determined on a project by project basis, has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document.

AA 1.1.2 CONSULTANT

1. The Consultant shall be responsible for the project delivery of the Consultant Team's services, including management, administration, coordination, and reporting of the activities by the Consultant Team as set out in this document.
2. The Consultant shall be responsible for gathering and identifying the needs of the client department and incorporating those needs into the required project deliverables.
3. The Consultant shall establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
4. The Consultant shall deliver the project within the time frame and assigned budget in accordance with the approved plan agreed to by the Departmental Representative.
5. Upon execution of the Consultant Call-Up, the Consultant shall be responsible for producing all work described in the Call-up document, in a conscientious and professional manner.
6. The Consultant shall coordinate project requirements with any other adjacent and site related works that may be underway.

AA 1.1.2.1 GENERAL INSTRUCTIONS

For any of the Required Services listed in RS2, the Consultant shall:

1. Attend/Chair regular project status meetings during the life of the project and prepare and distribute minutes in a timely fashion.
2. Submit bi-weekly project progress reports to the Departmental Representative.
3. **When the client requests a change that may alter the scope of work or add to the cost of the project, and/or the cost of services, request approval of the Departmental Representative prior to incorporation in the design.**



AA 1.2 COORDINATION WITH DEPARTMENTAL REPRESENTATIVE

The Consultant shall:

1. Carry out services in accordance with approved documents and directions given by the Departmental Representative.
2. Correspond only with the Departmental Representative at the times and in the manner dictated by the Departmental Representative.
3. Ensure all communications carry the appropriate Project Title, Project Number and File Number depending on the project particulars.
4. Advise the Departmental Representative of any changes, that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.

AA 1.3 HEALTH AND SAFETY

1. DFO recognizes its obligation to protect health and ensure safety of all persons working on projects for which it manages consultant and construction contracts. It also recognizes that federal occupational health and safety legislation places certain specific responsibilities upon DFO as the employer and on Other Government Departments as owners of the work place.
2. In order to meet those responsibilities, DFO insists that their consultants implement due diligence to help ensure that roles and responsibilities assigned under Part II of the Canada Labour Code and the Canada Occupations Health and Safety Regulations are implemented and observed when involving consultant staff to undertake works on federal sites and work places.

AA 1.4 PROJECT RESPONSE TIME REQUIREMENTS

1. The Consultant shall respond to a request for Proposal for a Call-Up by the proposal submission deadline, as determined by the Departmental Representative. The proposal submission deadline will be established based on the size and complexity of project. Canada reserves the right to contract separately with other firms/consultants should the Consultant fail to meet the submission deadline in a timely manner.
2. The Consultant must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of services outlined in this Standing Offer in a timely fashion.
3. It is a requirement of all projects covered under this Standing Offer that the prime consultant and their proposed sub-consultants be personally available to attend meetings and respond to inquiries within 72 hours of being given notice by the Departmental Representative.

AA 1.5 OFFICIAL LANGUAGES

This Standing Offer requires services in the English language.

AA 2 FUNCTIONAL REQUIREMENTS

AA 2.1 DESIGN CODES, REGULATIONS AND REFERENCE DOCUMENTS

1. The standards, codes and regulations to be used for the design and construction of marine works shall be the latest edition of the following (including all amendments, supplements and revisions thereto):
 - (a) CAN/CSA-S6 Canadian Highway Bridge Design Code;
 - (b) Guidelines Inspection and Maintenance Marine Facilities;
 - (c) Canada and Provincial Occupational Health and Safety Regulations;
 - (d) National Building Code of Canada;



- (e) Federal and Provincial Environmental Regulations;
 - (f) CAN/CSA-A23.3: Design of Concrete Structures;
 - (g) CAN/CSA-S16: Limit States Design of Steel Structures;
 - (h) CSA-086: Engineering Design in Wood
 - (i) Canada Labour Code, Part II Occupational Health and Safety (including latest revisions of all regulations);
 - (j) Provincial and Municipal Traffic Acts and Regulations;
 - (k) Navigable Waters Protection Act.
 - (l) Canadian Electrical Code
 - (m) Harbour Accommodations Guidelines
 - (n) Fisheries Act
 - (o) Impact Assessment Act
2. Unless otherwise directed, consultant shall comply with Annex F – “Doing Business” document. The Consultant shall comply with all statutes, codes, regulations, and by-laws applicable to the design and where necessary, shall review the design with those public authorities having jurisdiction in order that the consents, approvals, licenses and permits required for the project may be applied for and obtained.
 3. The Consultant has the option of consulting other design codes and is expected to utilize new developments in Civil / Marine engineering whenever they appear appropriate in accordance with proper engineering practice but must provide documented evidence of suitability satisfactory to the Departmental Representative.

AA 2.2 PROJECT DELIVERY APPROACH

1. DFO will tender contracts through several contracting authorities.

AA 2.3 MEDIA

The Consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Departmental Representative.

AA 2.4 GENERAL PROJECT DELIVERABLE

1. Where deliverables and submissions are required under the Call-Ups, they shall be submitted in accordance with the Standing Offer.
2. All specifications and drawings will be generated and distributed in the format using layering and file protocols as prescribed in the “Doing Business”, Annex F to the Standing Offer.
3. Unless otherwise indicated in the Call-Up or in the Standing Offer, provide two (2) copies of all deliverables plus one electronic version in a format using DFO operational platforms such as: Microsoft Office, AutoCAD 2015 and NMS. In addition, provide PDF electronic copy of all final reports and contract documents. All submissions and electronic documents shall be stamped by a **Professional Engineer (P.ENG)**

All documents (drawings and specification) are to be produced in accordance with DFO document “Doing Business” attached at Annex F or the applicable document depending on project requirements. All documents are to be produced in the amounts and types shown below and at the project delivery stage described in each individual Call-up.

Reports (Investigations, and Studies)	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:	2	1	1	1



Design Concept Documents	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:	2	1	1	1
Design Development Documents	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:	2	1	1	1
Construction Documents	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:				
33% complete	2	1	1	1
66% complete	2	1	1	1
99% complete	2	1	1	1
100% complete	2	1	1	1
Tender Documents	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:				
Drawings	1	1	1	1
Specifications	1	1	1	1
Record Documents	1	1	1	1

The schedule for the delivery of services will be determined at the time of each individual Call-up.

AA 2.5 ACCEPTANCE OF PROJECT DELIVERABLES

1. While DFO acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles DFO to review work. DFO reserves the right to reject undesirable or unsatisfactory work. The Consultant must obtain Departmental Representative acceptances during each of the project stages.
2. Acceptances indicate that based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices, and that overall project objectives are being satisfied.
3. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the contract.
4. DFO acceptances do not prohibit rejection of work, which is determined to be unsatisfactory at later stages of review. If progressive design development or time / cost / risk updates or technical investigation reveals that earlier acceptances must be withdrawn (as a result of undiscovered Consultant mistake, error or disregard of requirements/requests), the Consultant is responsible for redesigning work and resubmitting for acceptance at the Consultant's cost
5. Acceptances by the Client / Users and other agencies and levels of government must be obtained to supplement DFO acceptances. The Consultant shall assist the Departmental Representative in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.



ANNEX "B" - BASIS OF PAYMENT

(To be completed at time of Standing Offer Issuance.)

Offeror will be paid all-inclusive firm rates as follows for work performed in accordance with the Contract.

Customs duties are included and Applicable Taxes are extra.

Description	Fixed Hourly Rates				
	Contract Issuance to March 31st, 2024 (B)	April 1 st , 2024 to March 31 st , 2025 (C)	April 1 st , 2025 to March 31 st , 2026 (D)	April 1 st , 2026 to December 31 st , 2027 (E)	April 1 st , 2027 to March 31 st , 2028 (F)
Marine Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Intermediate/Project Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Marine Technologist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Geotechnical Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



Description	Fixed Hourly Rates				
	Contract Issuance to March 31st, 2024 (B)	April 1 st , 2024 to March 31 st , 2025 (C)	April 1 st , 2025 to March 31 st , 2026 (D)	April 1 st , 2026 to December 31 st , 2027 (E)	April 1 st , 2027 to March 31 st , 2028 (F)
Electrical Engineer	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Electrical Technologist	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

For work performed that does not amount to 60 minutes, the time charged will be calculated as follows:

- 1-15 minutes will be billed at 0.25 hrs
- 16-30 minutes will be billed at 0.50 hrs
- 31-45 minutes will be billed at 0.75 hrs
- 46-59 minutes will be billed at 1.00 hrs

Fee Arrangement(s) for Services

1. The fee to be paid to the *Offeror* for the *Services* pursuant to any Call-up, shall be determined by one or more of the following methods:
 - (a) Fixed Fee:
The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the *Departmental Representative* and the *Offeror*.
 - (b) Time Based Fee to an Upset Limit:
An upset limit will be established by the *Departmental Representative*, and the *Offeror* will be paid for actual work performed using the applicable hourly rate(s) for such work.
2. Maximum Amount(s) Payable
The maximum amount(s) that applies (apply) to *the Services* to be carried out at the fixed hourly rates shall be as specified in the Call-up, which amount(s) shall not be exceeded without the prior authorization of *the Departmental Representative* with the approval of Canada.



Payments for Services

1. Payments in respect of the fixed fee shall be made upon satisfactory performance of the *Services*;
but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
2. Payments in respect of the time based fee arrangement shall be made upon satisfactory performance of the *Services* but such payments shall not exceed the amount(s) as specified in the Call-up, for each *Service*.
3. Progress payments, in respect of all fee arrangements, shall be made in accordance with TP 2 in clause 9998DA, Terms of Payment, of the Standing Offer, but such payments shall not exceed the value of the fee indicated for each *Service* under consideration.
4. If, for reasons attributable to the *Offeror*, a price cannot be obtained by a tender or negotiation within the *Construction Cost Limit*, or acceptable to the *Departmental Representative* for the award of the *Construction Contract*, the *Offeror* shall be entitled to receive payment for the tender call, bid evaluation and construction contract award *Services*, only when the requirements of CS 9.3, in clause 9999DA, Consultant Services and Departmental Responsibilities, have been met.

Disbursements

1. The following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
 - (a) Standard office expenses such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the Offeror's main office and branch offices or between the Offeror's offices and other team members offices;
 - (b) Plotting;
 - (c) Presentation material;
 - (d) Travel time;
 - (e) Local project office.
2. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Offeror's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.



ANNEX « C » - PERFORMANCE EVALUATION

Refer to Attachment Titled: *“Consultant Performance Evaluation Report Form (CPEPF) Form
2913_1”*



ANNEX “D” - TECHNICAL EVALUATION

MANDATORY TECHNICAL CRITERIA

The offer must meet the mandatory technical criteria specified below.

The Offeror must include the following table in their proposal providing section/proposal page number that contains information to verify that the criteria has been met. Each mandatory technical criterion should be addressed separately.

Offers which fail to meet the mandatory technical criteria will be declared non-compliant and given no further consideration.

No.	Mandatory Technical Criteria	Reference to section/page number
<p>M1 Firm's Licenses/Certification</p>	<p>The Offeror must be authorized to provide Marine engineering services and must include a valid and in good standing engineering license, or otherwise be authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province having jurisdiction.</p> <p>Offeror must provide proof of current licensing with PEG-NL (Permit to Practice).</p>	
<p>M2 Team Identification</p>	<p>Offeror Team Identification</p> <p>The Offeror must propose a team to fulfill the services described in Annex A Statement of Work. The Offeror must propose individuals for each of the Resource Categories listed in section 2.10 of Annex A Statement of Work.</p> <ul style="list-style-type: none"> • The proposed Marine Engineer, Geotechnical Engineer and Electrical Engineer must each have a minimum of 10 years of experience • The proposed Marine Technologist and the Electrical Technologist must each have a minimum of 7 years of experience. • The proposed Intermediate Marine Engineer must have a minimum of 5 years of experience. <p>The Proposed personnel for the Marine Engineer, Intermediate Marine Engineer, Geotechnical Engineer and Electrical Engineer must be a licensed Professional Engineer or Professional Licensee (engineering).</p> <p>The Proposed personnel for the Marine Technologist and the Electrical Technologist must be a licensed Professional Technologist (P.Tech).</p> <p><u>The resumes and licenses of each proposed resource must be submitted as proof.</u></p>	



POINT RATED TECHNICAL CRITERIA

The Point Rated Technical Criteria grid below will be used to evaluate submissions.

It is the Offerors responsibility to ensure that the **section/page number** listed in the Point Rated Technical Criteria grid can be used to evaluate each resource.

No.	Point Rate Technical Criteria	Points	Reference to the Proposal section/page number
R1	<p>Comprehension of the Scope of Services</p> <p><i>What we are looking for:</i></p> <p>A demonstration of the understanding of the overall requirements for services, including specific deliverables, expected approaches, technical expectations, and coordination requirements for delivering marine engineering projects within a small craft harbour.</p>		
R1	<p>What the Offeror should provide:</p> <ul style="list-style-type: none"> a) Scope of services - detailed list of services; b) Summary of your proposed typical work breakdown structure, i.e. resources assigned, time schedule, level of effort; c) Broader goals (federal image, sustainable development, sensitivities); d) Risk management strategy; and e) Project management approach to working management approach as it related to the work requirements described in Annex A – Statement of work. <p>Through the documentation listed above, the Offeror should demonstrate an understanding of the overall requirements for services in accordance with the Annex A Statement of Work, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.</p> <p>The following definitions will be used to evaluate R1</p> <ul style="list-style-type: none"> • Complete and thorough means the proposal satisfies all elements of the objectives, scope, 	<p>Maximum 20 Points</p> <p>5 points – If the Offeror’s proposal demonstrates a general understanding of the requirements as identified in Annex A – Statement of work.</p> <p>15 points – If Offeror’s proposal demonstrates a thorough understanding of the requirements as identified in Annex A – Statement of work.</p> <p>20 points – if Offeror’s proposal demonstrates a complete and thorough understanding of the requirements as identified in Annex A – Statement of work</p> <p style="text-align: right;">____/20 points</p>	



	<p>tasks, and deliverables and includes significant added insights that demonstrate the completeness of understanding of the objectives as detailed in items a) through e) above.</p> <ul style="list-style-type: none"> • Thorough means the proposal satisfies all elements of the objectives, scope, tasks, and deliverables as detailed in items a) through e) above. • General means the proposal satisfies most but not all elements of the objectives, scope, tasks, and deliverables as detailed in items a) through e) above. 		
<p>R2 Team Approach / Management of Services</p> <p><i>What we are looking for:</i></p> <p>The Offeror should describe how the proposed team will be organized in its approach and methodology in the delivery of the services in accordance with Annex A Statement of Work.</p>			
<p>R2</p>	<p><i>What the Offeror should provide:</i></p> <p>A description of:</p> <ul style="list-style-type: none"> a) Roles and responsibilities of each member of the identified team including years of experience completing work as found in Annex A - Statement of Work; b) Assignment of the resources availability; c) Management and organization (reporting structure); and d) Internal quality control techniques; <p>Through the documentation listed above, the Offeror should demonstrate an understanding of the overall requirements for services in accordance with the Annex A Statement of Work, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.</p> <p>The following definitions will be used to evaluate R1.</p> <ul style="list-style-type: none"> • Complete and thorough means the 	<p>Maximum 10 Points</p> <p>4 points – If the Offeror’s proposal demonstrates a general understanding of the requirements as identified in Annex A – Statement of work.</p> <p>8 points – If Offeror’s proposal demonstrates a thorough understanding of the requirements as identified in Annex A – Statement of work.</p> <p>10 points – If Offeror’s proposal demonstrates a complete and thorough understanding of the requirements as identified in Annex A – Statement of work</p> <p style="text-align: right;">___/10 points</p>	



	<p>proposal satisfies all elements of the objectives, scope, tasks, and deliverables and includes significant added insights that demonstrate the completeness of understanding of the objectives as detailed in items a) through d) above.</p> <ul style="list-style-type: none"> • Thorough means the proposal satisfies all elements of the objectives, scope, tasks, and deliverables as detailed in items a) through d) above. • General means the proposal satisfies most but not all elements of the objectives, scope, tasks, and deliverables as detailed in items a) through e) above. 		
<p>R3 Past Experience</p> <p><i>What we are looking for:</i></p> <p>In their Offer the Offeror should provide information that demonstrates that over at least the past five (5) years (60 months), the Offeror has participated in a range of projects requiring a scope of services substantially similar to with Annex A Statement of Work.</p>			
<p>R3</p>	<p><i>What the Offeror should provide:</i></p> <ul style="list-style-type: none"> a) A brief description of a maximum of five (5) design projects completed / undertaken over the last five (5) years by the firm, or its personnel to support the construction of saltwater marine projects in the province of NL with a construction value greater than \$500,000.00; b) For the above projects, include the names of personnel who were involved as part of the project team and their respective responsibilities as well as scope, and budget; c) Indicate the dates the services were provided for the listed projects (Month and Year); d) Scope of services rendered, project objectives, constraints and deliverables; and e) Client references - name, address, phone and email of client contact at working level. <p>Reference checks may be completed if deemed necessary.</p>	<p>Maximum 25 Points (5 points per project)</p> <p>5 points per project that the Offeror has demonstrated that the project is substantially similar to the scope outlined in Annex A Statement of Work.</p> <p style="text-align: right;">___/25 points</p>	



<p>R4 Construction on Coastal Labrador Past Experience</p> <p><i>What we are looking for:</i></p> <p>In their Offer the Offeror should provide information that demonstrates that for a period of at least five (5) years (60 months), the Offeror has successfully completed design of marine projects on coastal Labrador as per scope of services in accordance with Annex A Statement of Work.</p>		
<p>R4</p>	<p><i>What the Offeror should provide:</i></p> <p>a) A brief description of a maximum of four (4) design projects completed / undertaken over the last five (5) years by the firm, or its personnel to support the construction of saltwater marine projects on coastal Labrador with a construction value greater than \$500,000.00;</p> <p>b) For the above projects, include the names of personnel who were involved as part of the project team and their respective responsibilities as well as scope, and budget;</p> <p>c) Indicate the dates the services were provided for the listed projects (Month and Year);</p> <p>d) Scope of services rendered, project objectives, constraints and deliverables; and</p> <p>e) Client references - name, address, phone and email of client contact at working level.</p> <p>Reference checks may be completed if deemed necessary.</p>	<p>Maximum 20 Points (5 points per project)</p> <p>5 points per project that the Offeror has demonstrated that the project has the same scope of services substantially similar to with Annex A Statement of Work.</p> <p style="text-align: right;">___/20 points</p>
<p>R5 Project Team Profile</p> <p><i>What we are looking for:</i></p> <p>Demonstration that the Offeror has project team with the capability, capacity and experience to provide the required services as per scope of services in accordance with Annex A Statement of Work.</p>		
<p>R5.0</p>	<p>The Offeror's proposed Marine Engineer's resume should demonstrate that the proposed resource has experience conducting Marine engineering work.</p>	<p>Maximum 5 Points</p> <p>10 – 15 years: 3 points 15 – 20 years: 4 points 20+ years: 5 points</p> <p>Total ___/5 points</p>



R5.1	The Offeror's proposed Intermediate Marine Engineer's resume should demonstrate that the proposed resource has experience conducting Marine engineering work.	Maximum 5 Points 5-10 years: 3 points 10-15 years: 4 points 15+ years: 5 points Total ___/5 points	
R5.2	The Offeror's proposed Marine Technologist's resume should demonstrate that the proposed resource has experience conducting Marine engineering work.	Maximum 5 Points 7 -12 years: 3 points 12-17 years: 4 points 17 years +: 5 points Total ___/5 points	
R5.3	The Offeror's proposed Geotechnical Engineer's resume should demonstrate that the resource proposed has experience conducting Marine engineering work.	Maximum 5 Points 10 – 15 years: 3 points 15 – 20 years: 4 points 20+ years: 5 points Total ___/5 points	
R5.4	The Offeror's proposed Electrical Engineer's resume should demonstrate that the resource proposed has experience conducting Marine engineering work.	Maximum 5 Points 10 – 15 years: 3 points 15 – 20 years: 4 points 20+ years: 5 points Total ___/5 points	
R5.5	The Offeror's proposed Electrical Technologist's resume should demonstrate that the resource proposed has experience conducting Marine engineering work.	Maximum 5 Points 7 -12 years: 3 points 12-17 years: 4 points 17 years +: 5 points Total ___/5 points	
R5	Total Maximum 30 Points Total ___/30 points		
R6 Indigenous Registration <i>What we are looking for:</i> A demonstration that the Offeror is a registered Indigenous firm.			
R6	<i>What the Offeror should provide:</i> (a) Submit confirmation that the Offeror is a registered Indigenous firm registered in the Indigenous Business Directory (sac.isc.gc.ca).	Maximum 5 Points 5 points - Registered in the Indigenous Business Directory (IBD) ___/5 points	
TOTAL SCORE (required minimum of 70 points overall)		___/110 points	



ANNEX “1” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

() Direct Deposit (Domestic and International);



ANNEX “E” OFFEROR’S APPROVED PERSONNEL
(to be completed at Standing Offer Award)



ANNEX “F” – DOING BUSINESS

Attached to the solicitation in CanadaBuys as: “Doing Business”