

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

Offers Receiving/Réception des offres

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
200 Kent Street
Ottawa, ON K1A 0T6.

Email / Courriel : DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca **AND/ET**
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**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À
COMMANDES**

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).

There are no Security Requirements associated with this Request for Standing Offer

Title / Titre Standing Offer for Civil Engineering Services in Newfoundland and Labrador		Date September 07, 2023
Solicitation No. / N° de l'invitation 30003811		
Client Reference No. / No. de référence du client(e) 30003811		
Solicitation Closes / L'invitation prend fin At / à : 2 :00PM/ 14h Eastern Standard Time/Heure normale de l'Est On / le : October 18, 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 : Juan Carlos Villasana Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca AND/ET Juan.VillasanaRodriguez@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	

REQUEST FOR STANDING OFFER (RFSO)

30003811

Standing Offer for Civil Engineering Services in
Newfoundland and Labrador

FISHERIES AND OCEANS CANADA

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This RFSO cancels and supersedes previous solicitation number 30000456A dated February 23, 2022 with a closing of April 05, 2022 at 2:00PM Atlantic Daylight Time.

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, and any other annexes

1.2 Summary

Fisheries and Oceans Canada (DFO) – Real Property, Safety & Security (RPSS) is inviting consulting firms with Civil Engineering expertise to submit proposals for Standing Offers. The selected Offerors shall provide a range of services as identified in the Required Services section of this document for the region of Newfoundland and Labrador (NL). RPSS is responsible for the life cycle management of the following (but not limited to), types of facilities:

- Light stations (staffed and destaffed)
- MCTS Centers
- St. John's Southside Base
- Warehouses
- Helicopter Hangers
- Fishways
- Cabins
- Wharves and other facilities

Many sites are remote in location, more details can be found at **Attachment 1 to Annex A – Site List**.

Objectives of the Requirement

Incorporate sustainable design principles in project solutions. The Government of Canada (GoC) is committed to minimizing the environmental footprint of the more than 40,000 buildings it owns or leases across Canada. One of the guiding documents to facilitate this goal is the Federal Sustainable Development Strategy (FSDS). In regards to green building, the FSDS requires that departments and agencies manage their real property in an environmentally responsible manner, consistent with the principle of sustainable development. As one of the largest custodians of federal real property, Real Property has been given a mandate for the greening of Government operations to support the GoC's climate change goals in an effort to reduce energy consumption and greenhouse gas (GHG) emissions. The current FSDS target is to reduce GHG emissions from federal government buildings by 40% below 2005 levels by 2030, with an aspiration to achieve this target by 2025.

Scope of Services

The resulting standing offer(s) is(are) designed to provide external resources to assist with civil assessments, preliminary engineering, design engineering and construction contract administration on an "as and when requested" basis.

Required Services

A separate contract may be formed each time a call-up for the provision of services is made against the resulting standing offer. Call-ups may include any or all of the following services. Specific services will be identified in each call-up:

- a. Investigation and Report.
- b. Condition Report.
- c. Analysis of Project Scope of Work.
- d. Design Concept.
- e. Design Development.
- f. Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule.
- g. Tender Call, Bid Evaluation and Construction Contract Award.
- h. Construction and Contract Administration.
- i. Post-Construction Warranty Review.
- j. Commissioning.

1.2.1 Comprehensive Land Claims Agreements

The Request for Standing Offers (RFSO) is to establish Departmental Individual Standing Offer (DISO) for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations that are subject to the following Comprehensive Land Claims Agreements (CLCAs):

- Labrador Inuit Land Claims Agreement.

Any requirement for deliveries to locations subject to the Labrador Inuit Land Claims Agreement will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3 Security Requirements

There is no security requirement associated with this RFSO, but there are security requirements indicated in Part 7A – Standing Offer.

1.4 Debriefings

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation 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) (<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 only to Fisheries and Oceans Canada (DFO) Offer Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **10 (ten)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

2.5 Offer Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - 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 can choose to submit its offer electronically, via email; or in hard copies.

- If the Offeror chooses to 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 offerors provide their offer in separately bound sections as follows:

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

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, submission's email might not be received by DFO. It is suggested that the Offeror compress the email size or send multiple emails to ensure delivery. Offerors are responsible to send their Offers and to allow enough time for DFO to receive the Offers by the RFSO closing period indicated in the RFSO.

DFO will not be responsible for any failure attributable to the transmission or receipt of the submission's email. DFO will send a confirmation email to the Offerors when the submission is received.

- If the Offeror chooses to submit its offer in hard copies, subject to section 2.2, DFO requests that the Offeror submits its offer to the address indicated on page 1 of the RFSO, in separately bound sections as follows:

- Section I: Technical Offer (2 hard copies and 2 soft copies in a USB drive)
- Section II: Financial Offer (2 hard copies and 2 soft copies in a USB drive)
- Section III: Certifications (2 hard copies and 2 soft copies in a USB drive)

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

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- a) use 8.5 x 11 inch (216 mm x 279 mm), letter-sized, paper;
- b) use a numbering system that corresponds to the bid solicitation.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical 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, Pricing Schedule.

3.1.1 Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation apply to and form part of the RFSO.

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 and include with their Financial Offer, Tables 1 to 6 of this Pricing Schedule. Failure to provide a fixed all-inclusive hourly rate for any of the Resource Categories or any of the Tables below will render the Offer non-responsive.

The estimated Level of effort (hours per year) data has been provided to Offerors to assist them in preparing their Offers. The inclusion of this data in this Offer solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this Offer solicitation will be consistent with this data. It is provided purely for information and evaluation purposes.

The fixed all-inclusive hourly rates identified must be valid for the duration of the Standing Offer, as per the periods described on each Table.

Subcontracted Services are for project-specific requirements that do not fall under the resource categories described in this Annex. Subcontracted Services must have the prior authorization of the Project Authority and will be invoiced at cost with no provision for overhead or profit and supported by a copy of the original invoice from the sub-contractor.

Invoicing and frequency payments

The frequency of payments and Invoicing instructions and restrictions are described in Part 7B Resulting Contract Clauses, sections 7.5.3 and 7.6.

Costs included in Fixed Hourly Rates

Except for the Authorized Disbursements described below, the fixed all-inclusive hourly rates include all labour, materials, equipment, overhead costs, office and administrative costs, customs, duties and any other expenses necessary to perform the work identified in the Statement of Work. Taxes are extra

Authorized Disbursements

The following disbursements reasonably incurred by the Contractor, that are related to the Services described in the Statement of Work and approved in advance by the Standing Offer Authority, shall be reimbursed to the Contractor at actual cost when supported by a copy of the original invoice:

- (a) transportation costs for material samples and models additional to those specified in the Standing Offer Brief;
- (b) other disbursements made with the prior approval and authorization of the Project Authority.

Travel and Living Expenses

Travel and Living Expenses will be paid to the Contractor as per the terms and conditions set in Part 7B, section 7.5.6 Travel and Living Expenses National Joint Council Travel Directive.

Table 1 – Standing Offer Year 1: Period from Date of Contract Award to twelve months thereafter

Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	Total Price (A x B)
Senior Personnel	\$ _____ <i>(Offeror to complete)</i>	89	\$ _____ <i>(Offeror to complete)</i>
Intermediate Personnel	\$ _____ <i>(Offeror to complete)</i>	175	\$ _____ <i>(Offeror to complete)</i>
Junior Personnel	\$ _____ <i>(Offeror to complete)</i>	200	\$ _____ <i>(Offeror to complete)</i>
Inspector	\$ _____ <i>(Offeror to complete)</i>	50	\$ _____ <i>(Offeror to complete)</i>
Table 1 - Total Evaluated Price			\$ _____ <i>(Offeror to complete)</i> Sum of Total Prices

Table 2 – Standing Offer Period Year 2: Period 12 months following the end of Year 1

Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	Total Price (A x B)
Senior Personnel	\$ _____ <i>(Offeror to complete)</i>	89	\$ _____ <i>(Offeror to complete)</i>
Intermediate Personnel	\$ _____ <i>(Offeror to complete)</i>	175	\$ _____ <i>(Offeror to complete)</i>
Junior Personnel	\$ _____ <i>(Offeror to complete)</i>	200	\$ _____ <i>(Offeror to complete)</i>
Inspector	\$ _____ <i>(Offeror to complete)</i>	50	\$ _____ <i>(Offeror to complete)</i>
Table 2 - Total Evaluated Price			\$ _____ <i>(Offeror to complete)</i> Sum of Total Prices

Table 3 - Standing Offer Period Year 3: Period 12 months following the end of Year 2

Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	Total Price (A x B)
Senior Personnel	\$ _____ <i>(Offeror to complete)</i>	89	\$ _____ <i>(Offeror to complete)</i>
Intermediate Personnel	\$ _____ <i>(Offeror to complete)</i>	175	\$ _____ <i>(Offeror to complete)</i>
Junior Personnel	\$ _____ <i>(Offeror to complete)</i>	200	\$ _____ <i>(Offeror to complete)</i>
Inspector	\$ _____ <i>(Offeror to complete)</i>	50	\$ _____ <i>(Offeror to complete)</i>
Table 3 - Total Evaluated Price			\$ _____ <i>(Offeror to complete)</i> Sum of Total Prices

Table 4 - Standing Offer Period Year 4: Period 12 months from the end of Year 3

Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	Total Price (A x B)
Senior Personnel	\$ _____ <i>(Offeror to complete)</i>	89	\$ _____ <i>(Offeror to complete)</i>
Intermediate Personnel	\$ _____ <i>(Offeror to complete)</i>	175	\$ _____ <i>(Offeror to complete)</i>
Junior Personnel	\$ _____ <i>(Offeror to complete)</i>	200	\$ _____ <i>(Offeror to complete)</i>
Inspector	\$ _____ <i>(Offeror to complete)</i>	50	\$ _____ <i>(Offeror to complete)</i>
Table 4 - Total Evaluated Price			\$ _____ <i>(Offeror to complete)</i> Sum of Total Prices

Table 5 - Standing Offer Period Year 5: Period 12 months from the end of Year 4

Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	Total Price (A x B)
Senior Personnel	\$ _____ (Offeror to complete)	89	\$ _____ (Offeror to complete)
Intermediate Personnel	\$ _____ (Offeror to complete)	175	\$ _____ (Offeror to complete)
Junior Personnel	\$ _____ (Offeror to complete)	200	\$ _____ (Offeror to complete)
Inspector	\$ _____ (Offeror to complete)	50	\$ _____ (Offeror to complete)
Table 5 - Total Evaluated Price			\$ _____ (Offeror to complete) Sum of Total Prices

Table 6 – Total Offer Evaluated Price
Total Offer Evaluated Price: \$ _____ (Offeror to complete) (Sum of Total Evaluated Price from Table 1, Table 2, Table 3, Table 4 and Table 5) applicable taxes are 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 Requirements

The Mandatory Requirements are defined in Attachment 1 to Part 4 Requirements and Evaluation Criteria.

Offerors must follow the instructions described in section 1.1 (Mandatory Requirements) of Attachment 1 to Part 4 Requirements and Evaluation Criteria and comply with all the Mandatory Requirements provided therein.

Offers which do not comply with all of the Mandatory Requirements will be disqualified, considered non-responsive and not evaluated further.

4.1.1.2 Rated Requirements

The Rated Requirements are defined in Attachment 1 to Part 4 Requirements and Evaluation Criteria.

Offerors should follow the instructions described in section 1.2 (Rated Requirements) of Attachment 1 to Part 4 Requirements and Evaluation Criteria.

Offers that are deemed to have complied with all requirements set in section 4.1.1.1 will be evaluated and scored in accordance with the Rated Evaluation Criteria of this RFSO, described in in section 1.3 (Rated Evaluation Criteria) of Attachment 1 to Part 4 Requirements and Evaluation Criteria.

Offers that do not achieve a minimum Total Weighted Score of eighty (80) out of the hundred (100) points in the evaluations of the Rated Requirements of the RFSO will be disqualified, considered non-responsive and not evaluated further.

4.1.2 Financial Evaluation

Subject to the conditions set in the Attachment 1 to Part 3 Pricing Schedule; the Total Offer Evaluated Price, submitted by the Offeror in their Financial Offer will be used to determine the Pricing Score as per section 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price.

4.1.2.1 Evaluation of Price - Offer

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

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, an offer must:
 - a) comply with all the requirements of the Request for Standing Offers (RFSO);
 - b) meet all mandatory criteria; and
 - c) obtain the required minimum of **80 points** overall for the Total Weighted Score used for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **100 points**.
2. Offers 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 divide by the maximum number of **points available** multiplied by the ratio of **80%**.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of **20%**.
6. For each responsive offer, 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 equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)			
	Offerors		
	Offeror 1	Offeror 2	Offeror 3
Overall Technical Score	115/135	89/135	92/135
Total Offer 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	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20$
Combined Rating	84.51	70.74	74.52
Overall Rating	1st	3rd	2nd

The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The Offeror submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Offeror submitting the lower price for the services will be selected. Canada reserves the right to issue up to five (5) Standing Offers for the provision of the services described in this RFSO.

ATTACHMENT 1 to PART 4 REQUIREMENTS AND EVALUATION CRITERIA

Definitions:

“*Verifiable*” means able to be proved.

“*Remote site*” is defined as a site located away from a highly populated area and lacking the transportation links by road vehicles (either paved or backcountry gravel roads). For the example the site can only be accessible by Helicopter or small boat.

The following type of projects are defined as “*Significant Projects*”:

- Type 1: Marine based civil project where the construction is valued between \$3,000,000 and \$5,000,000.
- Type 2: Project at a remote site with a value of at least \$400,000.00. The example must include details about special planning.
- Type 3: Rehabilitation or renovation project of a civil asset (i.e. bridge, wharf, foundation, structural, lighthouse etc).

1.1 MANDATORY REQUIREMENTS

The Mandatory Requirements are described in the Table 1-4(a) - Mandatory Requirements.

The Offeror must complete and include with their Technical Offer, the Table 1-4(a) - Mandatory Requirements, indicating the page number in its Technical Offer where each Mandatory Requirement can be found or explained how it is met, or whether not it meets the indicated requirement.

In the event that any Mandatory Requirement is not met, the Offer submission will be disqualified.

Table 1-4(a) - Mandatory Requirements.

No.	Mandatory Requirement	Meets Criteria (✓)	Proposal Page No.
M1	<p>Licenses/Certifications</p> <p>The Offeror must be authorized to provide Civil and Marine engineering services and must include a valid and in good standing civil and marine engineer 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>Offerors must provide proof of this certification with their Technical Offer..</p>		
M2	<p>Offeror Team Identification</p> <p>The Offeror must propose a team to fulfill the services described in the Required Services (RS) section of the Annex A Statement of Work. The Offeror must propose individuals for each of the Resource Categories described in section RS 2.1.13 of the Annex A Statement of Work.</p> <p>The Proposed personnel for the Senior Personnel Resource Category must be a licensed Professional Engineer or Professional Licensee (engineering).</p> <p>The Proposed personnel for the Intermediate Personnel Resource Category must be a licensed Professional Engineer or Professional Licensee (engineering) or Professional Technologist (P.Tech).</p> <p>The Proposed personnel for the Junior Personnel Resource Category must possess an engineer or engineering technician academic degree issued by a recognized academic institution.</p>		

	The Offeror must provide with their Technical Offer, proof of the Proposed personnel's active and in good standing licenses issued in Canada for the Senior and Intermediate proposed personnel and academic degrees for the Junior personnel.		
M3	<p>Offeror's Team Experience</p> <p>The Offeror must submit the resumes of the proposed resources for the Senior, Intermediate and Junior Personnel categories with their Technical Offer, that demonstrates their relevant experience.</p> <p>The Offeror's proposed Senior resource's resume must demonstrate that the resource proposed for the Senior Personnel category has a minimum of one hundred twenty months (10 years) of experience within the last one hundred eighty months (15 years), from the date of bid closing, conducting Civil or Marine engineering work.</p> <p>The Offeror's proposed Senior resource's resume must include verifiable examples that demonstrate the resource has completed at least one (1) different Significant Project per each type of Significant Project (three different projects in total).</p> <p>The Offeror's proposed Intermediate resource's resume must demonstrate that the resource proposed for the Intermediate Personnel category has a minimum of sixty months (5 years) of experience within the last one hundred twenty months (10 years), from the date of bid closing, conducting Civil or Marine engineering work.</p>		

1.2 RATED REQUIREMENTS

The Rated Requirements and the punctuation Criteria that will be used as a basis to score Offeror's responses to Rated Requirements are described in the Table 1-4(b) - Mandatory Requirements and Technical Requirements Scoring Breakdown.

Offerors should provide the requirements described in the Scoring Criteria of Table 1-4(b).

Table 1-4 (b) Mandatory Requirements and Technical Requirements Scoring Breakdown			
Rated Requirement No.	Scoring Criteria	Proposal Page No.	Score (B)
R1	<p>Comprehension of the Scope of Services</p> <p>The Offeror should provide with their Offer:</p> <p>a) scope of services offered - 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; e) project management approach to working with the Government of Canada (understanding of government departments management structure, Client environment, Standing Offer process, working with the government in general).</p> <p>Through the documentation listed above, the Offeror should demonstrate an understanding of the overall requirements for services in accordance with the Required Services (RS) section of the Annex A Statement of Work, including specific deliverables, expected approaches, technical expectations, and coordination requirements, especially in delivering government projects.</p> <p>The Score of the Offeror's response to Comprehension of the Scope of Services (R1) will be:</p> <p>10 points if Offeror's proposal demonstrates a complete and thorough understanding of the project's objective, scope, tasks and deliverables.</p> <p>7.5 points if Offeror's proposal demonstrates a thorough understanding of the project's objective, scope, tasks, and deliverables</p> <p>5 points if Offeror's proposal demonstrates a general understanding of the project's objective, scope, tasks and deliverables.</p> <p>2.5 points if Offeror's proposal demonstrates an incomplete understanding of the project's objective, scope, tasks, and deliverables.</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, 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. • 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. • Incomplete or incorrect mean the proposal does not satisfy or include most elements of the objectives, scope, tasks and deliverables as detailed in items a) through e) above. 		/10

R2	<p>Team Approach / Management of Services</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 the Required Services (RS) section of the Annex A Statement of Work.</p> <p>In their Offer, the Offeror should provide a description of:</p> <ul style="list-style-type: none"> a) Roles and responsibilities of key personnel; b) Assignment of the resources and availability of back-up personnel; c) Management and organization (reporting structure); d) The Offeror's approach to responding to the individual call-ups which will arise as a result of this Standing Offer; e) Quality control techniques; f) How the team intends to meet the 'Project Response Time Requirements'; g) Conflict resolution methods. <p>The Score of the Offeror's response to Team Approach / Management of Services (R2) will be:</p> <p>10 points if Offeror provides a comprehensive description of their proposal with significant added insights that demonstrate the Offeror's Team approach to execute the SoW.</p> <p>7.5 points if Offeror provides a complete description of their proposed approach with some added insights.</p> <p>5 points if Offeror provides a general description of their proposed approach with few added insights.</p> <p>2.5 points if Offeror provides an incomplete description of their proposed technical approach with no added insights.</p> <p>The following definitions will be used to evaluate R2</p> <ul style="list-style-type: none"> • Comprehensive means the Offeror's proposal directly addresses and provides description for all 7 (seven) items a) through e) detailed at section 1.2.2 Team Approach / Management of Services (R2). • Complete means the Offeror's proposal directly addresses and provides description for at least 5 (five) of the items a) through e) detailed at section 1.2.2 Team Approach / Management of Services (R2). • General means the Offeror's proposal directly addresses and provides description for at least 2 (two) of the items a) through e) detailed at section 1.2.2 Team Approach / Management of Services (R2). • Incomplete means the Offeror's proposal directly addresses and provides description for at least 1 (one) of the items a) through e) detailed at section 1.2.2 Team Approach / Management of Services (R2). 		/10
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R3	<p>Past Experience</p> <p>The Offeror should demonstrate that over the past 5 years (60 months), their proposed resource for the Senior Personnel category has participated in projects requiring a full scope of services in accordance with the Required Services (RS) listed below and as per the section RS 2.1 of the of the Annex A Statement of Work.</p> <p>In their Offer, the Offeror should provide:</p> <p>a) A brief description of a maximum of four (4) significant projects completed / undertaken over the last five (5) years by the Offeror, or its proposed senior personnel;</p> <p>b) For the projects listed in response 1.2.3 (a), the Offeror should include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline;</p> <p>c) Indicate the dates the services were provided for the listed projects;</p> <p>d) Scope of services rendered, project objectives, constraints and deliverables; and</p> <p>e) Client references - name, address, phone and fax of client contact at working level.</p> <p>Required Services (RS)</p> <p>a. Investigation and Report.</p> <p>b. Condition Report</p> <p>c. Analysis of Project Scope of Work</p> <p>d. Design Concept</p> <p>e. Design Development</p> <p>f. Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule</p> <p>g. Tender Call, Bid Evaluation and Construction Contract Award</p> <p>h. Construction and Contract Administration</p> <p>i. Post-Construction Warranty Review</p> <p>j. Commissioning</p> <p>The Score of the Offeror's response Past Experience (R3) will be:</p> <p>10 points if The Offeror's proposed resource for the Senior Personnel category has participated in <u>at least 4 projects</u> requiring a full scope of services in accordance with the Required Services (RS) and information listed at section 1.2.3 Past Experience (R3).</p> <p>7.5 points if The Offeror's proposed resource for the Senior Personnel category has participated in <u>at least 3 projects</u> requiring a full scope of services in accordance with the Required Services (RS) and information listed at section 1.2.3 Past Experience (R3).</p> <p>5 points if The Offeror's proposed resource for the Senior Personnel category has participated in <u>at least 2 projects</u> requiring a full scope of services in accordance with the Required Services (RS) and information listed at section 1.2.3 Past Experience (R3).</p> <p>2.5 points if The Offeror's proposed resource for the Senior Personnel category has participated in <u>at least 1 project</u> requiring a full scope of services in accordance with the Required Services (RS) and information listed at section 1.2.3 Past Experience (R3).</p>		/10
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	<p>Project Specific Past Experience</p> <p>The Offeror should demonstrate that within at least the past ten (10) years (120 months), they have participated in a range of design and construction projects requiring a full scope of services, related to the Required Services (RS) section of the Annex A Statement of Work, by providing a verifiable brief description of one (1) different Significant Project per each type of them (three different projects in total), completed or undertaken by the Offeror, within the past ten (10) years. The projects should be closely related to the work that Fisheries and Oceans Canada (including the Canadian Coast Guard) performs.</p> <p>The brief description of the projects should include:</p> <ul style="list-style-type: none"> • The names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities, as well as the scope, and budget per discipline; • The dates the services were provided for the listed projects; • The scope of services rendered, project objectives, constraints and deliverables; and • Client references - name, address, phone and fax of client contact at working level. <p>AND,</p> <p>Should demonstrate its project experience in design, process, and implementation including, but not limited to, the following phases:</p> <p>Design, including:</p> <ol style="list-style-type: none"> a) Design solution; b) Delivery of a quality product; c) Application of Public processes and practices; d) Use of innovation and leverage of current building science practices and technological. advancements. <p>Process, including:</p> <ol style="list-style-type: none"> a) Collaborative processes with multiple stakeholders; b) Any additional services including programming; c) Experience with energy efficiency, lifecycle costing, facility management; d) Costing, clash detection, data sharing and facility management; e) Innovation in project delivery such as design build, fast-track procurement or construction management services. <p>Implementation, including:</p> <ol style="list-style-type: none"> a) List design and construction best practices; b) Public processes and practices; c) Demonstration of maximizing value within a fixed budget; d) Names of engineering staff personnel who were involved, their respective responsibilities; e) List of names of sub-Contractors used; f) The construction budget for the listed projects; g) The completion dates for the listed projects. <p>The Score of the Offeror's response to Project Specific Past Experience (R4) will be:</p> <p>10 points if The Offeror has provided examples of at least 3 (three) different projects that meet the definition of all 3 (three) types of Significant Project. Example: Offeror presented 3 projects A, B and C where project A met the description of the Significant Project type 1, Project B met the description of the</p>		/10
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	<p>Significant Project type 2, and Project C met the description of the Significant Project type 3, in accordance with the information required at section 1.2.4 Project Specific Past Experience (R4).</p> <p>7 points if The Offeror has provided examples of at least 2 (two) different projects that meet the definition of two of the three types of Significant Project in accordance with the information required at section 1.2.4 Project Specific Past Experience (R4).</p> <p>4 points if The Offeror has provided examples of at least 1 (one) project that meets the definition of one of the three types of Significant Project in accordance with the information required at section 1.2.4 Project Specific Past Experience (R4).</p>		
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R5	<p>Project Personnel Expertise and Experience</p> <p>The Offeror should demonstrate that they have project personnel within their own organization, with the capacity and expertise to provide the required services and deliverables listed in the Required Services (RS) section of the of the Annex A Statement of Work, without outside assistance.</p> <p>In their Offer, the Offeror should provide the Resume of at least 1 (one) of their intermediate project personnel listed in response to 1.1.2 Offeror Team Identification, which will perform the majority of the Work resulting from the individual Call-ups. The Resume should clearly indicate the years of experience the project personnel has in the provision of the services specified in the Required Services (RS) section of the of the Annex A Statement of Work. The Resume should clearly identify:</p> <ul style="list-style-type: none"> • The personnel's years of experience with the firm; • The personnel's professional accreditation (Professional Engineer, Professional Technologist) and; • The personnel's accomplishments, achievements or awards. <p>The Score of the Offeror's response to Project Personnel Expertise and Experience (R5) will be:</p> <p>10 points if The Offeror has provided at least 1 (one) Resume of an intermediate Personnel showing verifiable experience in at least 3 (three) different projects that meet the definition of all 3 (three) types of Significant Projects, in accordance with the information required at section 1.2.5 Project Personnel Expertise and Experience (R5). Example: the Resume includes 3 projects A, B and C where project A met the description of Significant Project type 1, Project B met the description of Significant Project type 2, and Project C met the description of Significant Project type 3.</p> <p>7 points if The Offeror has provided at least 1 (one) Resume of an intermediate Personnel showing verifiable experience in at least 2 (two) different projects that meet the definition of 2 (two) different types of Significant Projects, in accordance with the information required at section 1.2.5 Project Personnel Expertise and Experience (R5).</p> <p>4 points if The Offeror has provided at least 1 (one) Resume of an intermediate Personnel showing verifiable experience in at least 1 (one) project that meets the definition of all 1 (one) type of Significant Projects, in accordance with the information required at section 1.2.5 Project Personnel Expertise and Experience (R5).</p>		/10
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R6	<p>Indigenous Business</p> <p>The Offeror should provide Verifiable proof that certifies they are either:</p> <p>a) An Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.</p> <p>OR</p> <p>b) Is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business</p> <p>The Score of the Offeror's response to Indigenous Business (R6) will be:</p> <p>10 points if The Offeror has provided verifiable proof that certifies them as Indigenous Business as per the R6 Rated Requirement criteria.</p>		/10
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1.3 RATED EVALUATION CRITERIA

The table 1-4 (c) *Rated Evaluation Criteria and Weighting* describes the Criteria and Weight that will be used to evaluate Offeror's responses to Rated Requirements.

Scores (Column B) of table 1-4 (c) will be calculated using the punctuation Criteria described in table 1-4 (b).

Table 1-4 (c) Rated Evaluation Criteria and Weighting.

Criteria		(A) Weight Factor	(B) Score*	Weighted Score (A x B)
R1	Comprehension of the Scope of Services	1.0		
R2	Team Approach / Management of Services	1.0		
R3	Past Experience	2.5		
R4	Project Specific Past Experience	3.5		
R5	Project Personnel Expertise and Experience	1.5		
R6	Indigenous Business	0.5		
Total		10.0		Total Weighted Score (Sum of R1 to R6 Weighted Score)**

*Allowed punctuation range: 0 to 10 points.

**Maximum possible punctuation: 100 points.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.1.1 List of Names for Integrity Verification Form

Offerors must complete and provide, the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

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 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources - Offer

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

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

5.2.3.2 List of Proposed Subcontractors

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

5.2.3.3 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:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 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:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks; and
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

5.2.3.4 Supplementary Offeror Information

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

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

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

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

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

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

The following certification signed by the Offeror or an authorized officer:

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

Signature

Print Name of Signatory

ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires Offerors, 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 Offeror or offeror's organizational structure:

- Offerors 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.
- Offerors 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.
- Offerors that are a partnership do not need to provide a list of names.

Offerors 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 Offeror 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](https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html): <https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement associated with this RFSO, but there are security requirements indicated in Part 7A – Standing Offer.

6.2 Insurance Requirements

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

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

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

The Offeror and all individuals assigned to work on the Standing Offer **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.

The Offeror and all individuals assigned to work on the Standing Offer **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.

The Offeror and all individuals assigned to work on the Standing Offer **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 Standing Offer 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.

7.3.2 Standing Offers Reporting

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

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

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

The semi-annual reporting periods are defined as follows:

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

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to **5 years (60 months) thereafter**.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, **excluding** locations that are subject to the following Comprehensive Land Claims Agreements (CLCAs):

Labrador Inuit Land Claims Agreement.

Any requirement for deliveries to locations subject to the Labrador Inuit Land Claims Agreement will have to be treated as a separate procurement, outside of the resulting standing offers.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Juan Carlos Villasana
Senior Procurement Advisor - Contracting Services,
Procurement Services and Procurement Hub,
Fisheries and Oceans Canada / Government of Canada
Juan.VillasanaRodriguez@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

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

(to be provided at standing offer award)

The Offeror's Representative for the Standing Offer is:

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

7.5.4 Offeror's Team

The approved Offeror's Personnel to fulfill the services described in the Annex A Statement of Work, is listed in Annex E Offeror's Approved Personnel.

7.6 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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 the Department of Fisheries and Oceans Canada.

7.8 Call-up Procedures

7.8.1 Work Assignments

Work assignments will be awarded on a "proportional basis" amongst the offerors that have qualified for award of a Standing Offer; such that the highest-ranked offeror receives the largest predetermined portion of the Work; the second highest-ranked offeror receives the second largest predetermined portion of the Work, etc.

The distribution of the Work will be as described in the Table 1 – Work Assignment Distribution.

Table 1 – Work Assignment Distribution *(to be updated at standing offer award)*

Offeror	Maximum percentage of the work to be assigned (%)
Highest Ranked Offeror	33%
2 nd Highest Ranked Offeror	24%
3 rd Highest Ranked Offeror	19%
4 th Highest Ranked Offeror	15%
5 th Highest Ranked Offeror	9%

In the event that fewer than five (5) Standing Offers are awarded, the Maximum Percentage of the Work to be assigned will be calculated using the following formula, rounded by excess to the next whole

number if any resulting decimal value is equal to, or greater than zero point five (0.5) or by defect to the next whole number if any resulting decimal value is lower than zero point five (0.5):

$$\text{Maximum percentage of the Work to be assigned (\%)} = \frac{\text{pre-established\% in Table 1}}{100 - \text{non distributed\%}} \times 100$$

The offeror who is furthest under their respective Maximum Percentage of the Work to be assigned in relation to the other offerors will be recommended for award at the next call-up.

The Offeror is the *(to be provided at standing offer award)*

7.8.2 Identification of Requirements

1. When required, services will be called-up as follows:

a. The Project Authority will prepare a detailed Scope of Work and list of tasks and deliverables for all required Work. It must be sufficiently detailed to allow the Offeror to determine whether they can provide the required resources with the necessary skill set to complete the work within the prescribed time schedule.

b. A Request for Proposal will be issued to the Offeror, including the Scope of Work. The Offeror must submit a proposal to the Project Authority in accordance with the fixed hourly rates established under the Standing Offer. The Offeror's proposal must include the category of personnel, name of personnel and the number of hours estimated or required to perform the services, as well as an estimate of proposed disbursements, if applicable.

c. The Offeror must respond within the timeframe indicated by the Project Authority of being contacted with confirmation of their capability to perform the Work within established schedules, availability and resumes of qualified resource(s), level of effort and fixed hourly rates for each resource.

d. Failure by the Offeror to provide written notification of availability within the timeframe indicated by the Project Authority, of being contacted, shall be interpreted as being unable to perform the Work. If the Offeror Proposal is received late, it will not be considered for contract award and will be returned to the Offeror. The Project Authority will at that point, request a Proposal (if applicable) to the next applicable offeror, and will repeat the procedures described in b. and c. above. These procedures will be repeated until an offeror confirms availability to perform the work required.

e. 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. Subject to the paragraph 1 above, the Offeror will be authorized in writing by the Project Authority to proceed with the Work by issuance of a Call-up against the Standing Offer.
3. Any change or amendment to an agreed upon Call-Up Scope of Work must be authorized by the Project Authority and agreed to, in writing, by the Offeror followed by an amendment to the Call-Up issued by the Project Authority.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed form identified in paragraph 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements. Low dollar value requirements are defined as work requirements that do not exceed \$10,000.00 in value including applicable taxes, travel and any other applicable fees or charges.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for services in the Standing Offer at the fixed hourly rates for each category of resource 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:
 - a) PWGSC-TPSGC 942 Call-up Against a Standing Offer

or

- b) An equivalent form or electronic Call-up document which contains at a minimum the following information:
 - Offeror standing offer number;
 - **Statement that incorporates the terms and conditions of the Standing Offer i.e. "The terms and conditions of standing offer serial number "*TBD*" apply and form part of this contract";**
 - Completed Statement of Work including description and due date of 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; and
 - 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 \$60,000.00 (Applicable Taxes included).

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 (2022-2-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010B (2022-12-01), Professional Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Report;
- i) Annex E, Offeror's Approved Personnel;
- j) the Offeror's offer dated _____ *(to be inserted at standing offer award)* .

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 M3020C (2016-01-28), Status of Availability of Resources – Standing Offer, apply to and form part of the 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

7.2.1.1 2010B (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.2.1.2 Subsection 10 of 2010B (2022-12-01), General Conditions – Professional Services (Medium Complexity) – Invoice submission, is amended for this Contract as follows:

Delete: 2010B 10 (2022-12-01), Invoice submission

Insert: **Invoice submission**

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

Section 15 Interest on Overdue Accounts, of [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

Insert SACC Manual clause [A9022C](#) in full text in contracts for goods and in contracts for services. When determining the period of the Contract for goods, take into consideration the time required to administer the Vendor Performance Corrective Measure Policy by making sure it ends after the delivery date of the goods.

7.4 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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

7.5 Payment

7.5.1 Basis of Payment – 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 Monthly Payments

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 delivered has been accepted by Canada.

7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Government of Canada Acquisition Card; and
- b. 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 is entitled to invoice on a monthly basis, considering the following restrictions:
 - a) A maximum of 60% of the total project budget may be invoiced before the Contractor submits the draft deliverables.
 - b) A maximum of 80% of the total project budget may be invoiced before the Contractor submits the final deliverables.
2. The Contractor must submit invoices in accordance with Part 7B Resulting Contract Clauses, subsection 7.2.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
3. Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: **TBD** Attn: ***[to be identified at the time of standing offer award]*** and provides the required information as stated in subsection 7.2.1.2 above.

7.7 Insurance – Specific Requirement

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

7.8 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

REQUIRED SERVICES (RS)

RS 1 Introduction

RS 2 Scope of Services

- RS 2.1 Required Services
 - RS 2.1.1 Investigation and Report
 - RS 2.1.2 Condition Report (CR)
 - RS 2.1.3 Analysis of Project Scope of Work
 - RS 2.1.4 Design Concept
 - RS 2.1.5 Design Development
 - RS 2.1.6 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule
 - RS 2.1.7 Tender Call, Bid Evaluation and Construction Contract Award
 - RS 2.1.8 Construction and Contract Administration
 - RS 2.1.9 Resident Site Services During Construction
 - RS 2.1.10 Post-Construction Warranty Review
 - RS 2.1.11 Commissioning
 - RS 2.1.12 Additional Services (As Required)
 - RS 2.1.13 Level of Effort

REQUIRED SERVICES (RS)

RS 1 INTRODUCTION

1. Real Property, Safety & Security of the Department of Fisheries and Oceans - Newfoundland and Labrador (NL) Region (RPSS) is the custodian of various types of facilities in the province. Types of facilities which the branch is responsible for the life cycle management include:

- Lightstations (staffed and destaffed)
- MCTS Centers
- St. John's Southside Base
- Warehouses
- Helicopter Hangers
- Fishways
- Cabins
- Wharves and other facilities

Many sites are remote in location, more details can be found at **Attachment 1 to Annex A – Site List**.

2. Objectives of the Requirement

The Civil Engineering services will support Fisheries & Oceans Canada (DFO) NL Region Real Property, Safety & Security Branch. Individual Call-ups will include one or more of the Required Services listed in further sections. Work could include but not limited to upgrades or new constructions. Services may require the engagement of sub-Contractors.

Incorporate sustainable design principles in project solutions. The Government of Canada (GoC) is committed to minimizing the environmental footprint of the more than 40,000 buildings it owns or leases across Canada. One of the guiding documents to facilitate this goal is the Federal Sustainable Development Strategy (FSDS). In regards to green building the FSDS requires that departments and agencies manage their real property in an environmentally responsible manner, consistent with the principle of sustainable development. As one of the largest custodians of federal real property, Real Property has been given a mandate for the greening of Government operations to support the GoC's climate change goals in an effort to reduce energy consumption and greenhouse gas (GHG) emissions. The current FSDS target is to reduce GHG emissions from federal government buildings by 40% below 2005 levels by 2030, with an aspiration to achieve this target by 2025.

RS 2 SCOPE OF SERVICES

The Standing Offer is designed to provide external resources to assist with civil assessments, preliminary engineering, design engineering and construction contract administration on an "as and when requested" basis.

RS 2.1 Required Services

1. Call-ups may include any or all of the following services. Specific services will be identified in each Call-up:
 - a. Investigation and Report
 - b. Condition Report
 - c. Analysis of Project Scope of Work
 - d. Design Concept
 - e. Design Development
 - f. Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule

- g. Tender Call, Bid Evaluation and Construction contract Award
- h. Construction and contract Administration
- i. Post-Construction Warranty Review
- j. Commissioning

RS 2.1.1 Investigation and Report

1. Provide feasibility analysis and prepare the report which includes the results of site investigations and review of the project.
2. Detail location and capacity of existing systems. Identify all deficiencies, life cycle elements, potentials and constraints with the existing systems.
3. Prepare reports recommending alternative remedial measures for existing deficiencies and the associated cost and schedule implications of each option.

RS 2.1.2 Condition Report

1. Investigate and assess various factors including deferred maintenance; curable or incurable equipment obsolescence; design problems and deficiencies that affect the facility; including, but not limited to, compliance with the latest edition or revision of current building, fire, health, and safety standards and codes; compliance with local building by-laws; effective age and remaining economic life cycle of the building fabric and proposed/required major repairs.
2. The essential components of CR include:
 - a. Description of existing facilities, including elemental breakdown of the systems components such as Building Code, and Fire Code analysis, review of Federal Accessibility CAN/CSA B651-12;
 - b. Description of existing conditions of all systems components;
 - c. Evaluation of the conditions of all systems components;
 - d. Recommendation of what to do with the elements under consideration;
 - e. Minimum three (3) options to be presented to provide alternatives for consideration;
 - f. Priority of work (mandatory, cyclical, optional); and,
 - g. Estimated implementation cost (Class D)¹.

RS 2.1.3 Analysis of Project Scope of Work

1. Analyse the Project Brief and communicate any noted problems or the need for more information, clarification or direction.
2. Visit the site to assess current conditions, surveys and obtain local information applicable to the design. This includes verifying or preparing as-built records as necessary.
3. The Contractor 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 on termination of the Contract.

RS 2.1.4 Design Concept

1. Submit the design concept documents in sufficient detail to illustrate the design concept and to demonstrate compliance with the Project requirements.
2. Submit a preliminary Construction Cost Estimate, Cost Plan and Project Schedule to confirm the

¹ www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/bi-rp/conn-know/couts-cost/definition-eng.html

feasibility of the Project.

3. Provide copies of all design concept documents in the type and number specified in section AA 2.4.
4. Develop alternative solutions which accommodate the Client User Program. Drawings will include analytical diagrams, schematic bubble diagrams, plans, elevations, and sections. Perspective sketches may be requested.
5. Provide option analysis (with minimum of three (3) options) complete with life cycle cost analysis.

RS 2.1.5 Design Development

1. Develop and co-ordinate the approved Conceptual Design Option to a level of detail which will facilitate Class C² cost estimates, design review and discussions with the Client Department. Drawings will include designs of all spaces and delineate all materials and techniques. Drawing type will include plans, elevations, sections and perspectives.
2. Submit the design development documents in sufficient detail to define the size, intent and character of the entire Project.
3. Submit an updated Construction Cost Estimate based on the design development documents, and an updated Cost Plan and Project Schedule.
4. Provide copies of all design development documents in the type and number specified in section AA 2.4.

RS 2.1.6 Construction Documents, Pre-Tender Construction Cost Estimate and Project Schedule

1. After acceptance of the design development documents, prepare, develop and co-ordinate the construction documents for review and discussions with the client department. Documents to include complete, comprehensive and coordinated detailed drawings and specifications.
2. Submit for review the construction documents detailing the requirements for the construction of the Project at each stage of production as specified in each Call-Up. Typical design milestones will be 50%, and 99% prior to the final package submission.
3. Submit an updated Cost Plan including a Construction Cost Estimate and Project Schedule at each specified stage of production.
4. Provide copies of all construction documents submitted.
5. Prepare a Class A² Construction Cost Estimate based on the approved construction documents, together with a breakdown thereof, and an updated Project Schedule.
6. Complete Letters of Assurance and assist the client department with permit applications as necessary.

RS 2.1.7 Tender Call, Bid Evaluation and Construction Contract Award

1. Tender Call:
 - a. Provide the information required for interpretation and clarification of the construction

² www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/bi-rp/conn-know/couts-cost/definition-eng.html

- 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

- a. The Project Authority shall be responsible for assembling and issuing tender documents and arranging for the receipt of tenders and awarding of the Construction Contract.
- b. Review and evaluate the bids received for the construction of the Project, and advise on their relative merits.
- c. Provide information to support price negotiations.

RS 2.1.8 Construction and Contract Administration

1. Construction Schedule

- a. As soon as practical after the award of the Construction contract, request from the construction contractor a detailed construction schedule, and, after review for conformity with the Project Schedule, forward two (2) copies of the construction schedule.
- b. Monitor and report the progress of the construction.
- c. Notify the Project Authority of any known and anticipated delays which may affect the completion date of the Project, and keep accurate records of the causes of delays. The Project Authority shall evaluate all requests from the contractor for time extensions, and shall issue directions to the contractor and it's resource(s).

2. Construction Meetings

- a. Advise the construction contractor to hold and attend construction meetings as required in accordance with the Construction contract.
- b. Advise regarding the dates and times of the proposed meetings.
- c. Attend all such meetings.
- d. Maintain an ongoing record of the proceedings with action items and follow up of such meetings.

3. Clarification and Interpretation

- a. Provide clarification and interpretation of the construction documents in written or graphic form, to the construction contractor for the proper execution and progress of the construction as and when necessary.

4. Shop Drawings

- a. Specify in the construction documents the shop drawings that are to be submitted by the construction contractor.
- b. Review in a timely manner the shop drawings, samples and product data provided by the Contractor to determine conformity with the general concept and intent of the construction documents and indicate to the construction contractor such conformance with the general concept or lack thereof.
- c. Provide one (1) copy when such conformity is confirmed.

5. Testing and Inspection

- a. Recommend the need for, and review, test reports of materials or construction.
- b. Recommend quality assurance testing to be undertaken during construction, evaluate the

- results and advise accordingly.
 - c. Request the construction contractor to take remedial action when observed material or construction fails to comply with the requirements of the Construction contract, and advise accordingly.
 - d. Specify in the construction documents product and performance testing to be undertaken by the construction contractor.
6. Site Visits
- a. Make field reviews of the site to determine, on an adequate sampling basis, whether this work is in conformity with the construction documents.
 - b. Record and report on the progress, non-conformities and deficiencies observed during each site visit, and provide the construction contractor with written progress reports and lists of deficiencies observed.
 - c. Recommend the action to be taken.
7. Health & Safety
- a. The Contractor must provide a site specific safety plan for each individual Call-Up.
 - b. The Contractor is responsible for their own health and safety when on site.
 - c. Prior to the commencement of work for each Call-Up, the Contractor must develop a Site Specific Health & Safety Plan. This plan must include a hazard assessment of the work site, safe work methodology and safe work procedures, description of required PPE, site-specific emergency response plan, and in compliance with federal and provincial requirements and industry standards related to health & safety. This plan must be submitted to the DFO RPSS Project Contact for review prior to the commencement of work.
 - d. DFO's review of the Site-Specific Health & Safety Plan, and comments made on the plan, shall not be construed as an endorsement, approval or implied warranty of any kind by DFO and does not reduce the Contractor's overall health & safety responsibilities.
8. Changes to Construction Contract
- a. Submit all requests and recommendations for changes to the Construction contract and their implications for approval.
 - b. Obtain quotations from the construction contractor for contemplated changes, review the prices for acceptability, assess the effect on construction progress, and submit recommendations.
 - c. The Project Authority shall issue Change Orders for all approved changes.
9. Contractor's Progress Claims
- a. Request from the construction contractor a cost breakdown of the Construction contract Award Price in detail appropriate to the size and complexity of the Project, or as may otherwise be specified in the Construction contract, and submit the cost breakdown prior to the construction contractor's first progress claim.
 - b. Examine progress claims in a timely manner and, if acceptable, certify the progress claims for work completed and materials delivered pursuant to the Construction contract, and submit for approval and processing.
 - c. If the construction is based on unit prices, measure and record the quantities of labour, materials and equipment involved for the purpose of certifying progress claims.
10. Interim Completion of the Project
- a. Review the construction with the Project Authority and the construction contractor, and record all unacceptable and incomplete work detected.

- b. Complete and co-ordinate all Letters of Assurances as required.
- c. Request, review for completeness and adequacy and submit all operation and maintenance manuals or items to be provided by the construction contractor, in accordance with the Construction contract.
- d. Prepare and submit for approval, and as a basis for payment to the construction contractor, an Interim Certificate of Completion as required by the Construction contract, together with supporting documents properly signed and certified.

11. As-built and Record Drawings

- a. Provide one (1) paper set and two (2) electronic copies of record drawings (file formats indicated in section AA 2.4).
- b. Verify that record drawings incorporate all recorded changes to the original working drawings based on as-built prints, drawings and other information provided by the construction contractor, together with change orders and site instructions.
- c. Verify that record drawings are labelled "Record", dated and signed by the construction contractor.
- d. Provide a marked-up copy of the specifications recording changes related thereto.

12. Final Completion of the Project

- a. Advise when the construction has been completed in general conformity with the Construction Contract.
- b. Make a final review of the construction with the Project Authority and the construction contractor and, if satisfactory, prepare and submit for approval and final payment to the construction contractor, a Final Certificate of Completion as required by the Construction Contract, together with supporting documents properly signed and certified, including manufacturer's and supplier's warranties.

RS 2.1.9 Resident Site Services During Construction

1. The Contractor Resident Site representatives shall:

- a. Assist the construction contractor in carrying his construction and contract administration duties.
- b. Inspect all phases of the work in progress, for the purpose of bringing to the attention of the construction contractor, after checking with the construction contractor, any discrepancies between the work, the contract documents and accepted construction procedures.
- c. Maintain a daily log of such inspections and issue a weekly written report to the construction contractor, both for distribution, in the form to be directed.
- d. Prepare any other reports or surveys as may be requested by the Project Authority through the Contractor.
- e. Verify quantities of materials received and record work progress through photographs (negatives to be held by DFO).

RS 2.1.10 Post-Construction Warranty Review

- 1. If requested, review any defects during the construction contractor's warranty period.
- 2. 30 days prior to the expiry of any warranty period, visit the site, and record any defects observed or reported.
- 3. At the end of any warranty period, carry out a final review of the Project and report the status of defects. If the Project Authority accepts the rectification of the defects, a notice of "Final Warranty Inspection" shall be issued to the Project Authority.

RS 2.1.11 Commissioning Management

1. The construction contractor must provide the commissioning services to verify that the Department's functional requirements are correctly interpreted during the design stage, and that the systems operate consistently at the peak efficiencies, under all normal load conditions, and within the specified energy budget. The services must include but not be limited to the following activities:
 - a. Review and co-ordinate Systems Operations Manual (SOM). Content of SOM and Contractor's Operation and Maintenance (O&M) manual must be in accordance with latest Project Commissioning Manual.
 - b. Observe various checks and tests and review reports to determine if the new facilities function in accordance with the contract documents.
 - c. Identify construction contractor and Sub-contractor commissioning, performance verification (PV) and testing responsibilities.
 - d. PV inspection forms will be completed for all components, subsystems, systems, and integrated systems, and a final performance verification report will be submitted to the Project Authority.
 - e. Obtain a training plan for the O&M staff to be trained on the operations of the new facilities. The training plan will recognized both short-term and long term requirements and shall employ both hard copy and visual techniques.

RS 2.1.12 Additional Services (As Required)

1. Upon request these services may be required, but not limited to the following:
 - a. Planning Support;
 - b. Provide Consultative Functional Programming services including detailed space analysis and report with clearly defined client objectives and requirements;
 - c. Indicative design and advisory services;
 - d. Interior Design;
 - e. Acoustics;
 - f. Stand Alone Specifications;
 - g. Energy Studies;
 - h. Sustainable design studies, LEED reports, Green Globes, BOMA Best, ZCB Standard;
 - i. Post Occupancy Evaluation; and,
 - j. 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.

RS 2.1.13 Level of Effort

Professional services are required on an "as and when requested" basis.

The level of effort is only an estimation made in good faith and is not to be considered in any way as a commitment from the Government of Canada.

Resource Category	Estimated Level of Effort (hours per resource)				
	Year 1	Year 2	Year 3	Year 4	Year 5
	Contract Award to 12 months thereafter	Contract Award to 24 months thereafter	Contract Award to 36 months thereafter	Contract Award to 48 months thereafter	Contract Award to 60 months thereafter
Senior Personnel	89	89	89	89	89
Intermediate Personnel	175	175	175	175	175
Junior Personnel	200	200	200	200	200
Inspector	50	50	50	50	50

The number of resources required at any time, and the duration of each requirement, will vary depending on the number and nature of each call-up against the Standing Offer.

AGREEMENT ADMINISTRATION (AA)

AA 1 General Information

- AA 1.1 Roles and Responsibilities
- AA 1.2 Coordination with Project Authority
- AA 1.3 Health and Safety
- AA 1.4 Project Response Time Requirements
- AA 1.5 Official Languages
- AA 1.6 Sub-Contractors
- AA 1.7 Changes in the Contractor Team

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 2.6 Project Management Control Procedures

AA 1 GENERAL INFORMATION

AA 1.1 ROLES AND RESPONSIBILITIES

AA 1.1.1 PROJECT AUTHORITY

The Project Authority will:

1. Allow and coordinate access to facilities and transportation with CCG (the Canadian Coast Guard) if required. Typically transportation is only provided to remote island sites via helicopter.
2. Provide access to a staff member who will be available to coordinate activities including DFO health and safety requirements.
3. Provide comments on draft reports within two weeks.
4. Provide other assistance or support.
5. Provide access to any publications, reports, studies or historical information related to the work.

AA 1.1.2 CONTRACTOR

The Contractor must:

1. Be responsible for the assembling and engagement of the complete design team required to carry out the Work.
2. Be responsible for gathering, identifying and documenting the needs of the client department and incorporating those needs into the required project deliverables.
3. Establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
4. Deliver the project within the time frame and assigned budget in accordance with the approved plan.
5. Upon execution of the Call-Up, be responsible for producing all work described in the Call-Up document, in a conscientious and professional manner.
6. Coordinate project requirements with any other current and planned projects work that may be underway.

AA 1.1.2.1 GENERAL INSTRUCTIONS

For any of the Required Services listed in RS2, the Contractor must:

1. Attend or 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 Project Authority.
3. **When the Project Authority requests a change that may alter the scope of work or add to the cost of the project, or the cost of services, request approval of the Project Authority prior to incorporation in the design. All such changes to the work must be**

authorized by issuing an approved amendment to the original call-up before additional work is performed.

AA 1.2 COORDINATION WITH PROJECT AUTHORITY

The Contractor must:

1. Carry out services in accordance with approved documents and directions given by the Project Authority .
2. Correspond only with the Project Authority at the times and in the manner dictated by the Project Authority.
3. Ensure all communications carry the appropriate Project Title, Project Number and File Number depending on the project particulars.

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 Contractor 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. Contracted resources must 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 Contractor staff to undertake works on federal sites and work places.

AA 1.4 PROJECT RESPONSE TIME REQUIREMENTS

1. The Contractor 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.
2. It is a requirement of all projects covered under this Standing Offer that the Contractor and their proposed sub-contractors be personally available to attend meetings and respond to inquiries within 72 hours of being given notice by the Project Authority.

AA 1.5 OFFICIAL LANGUAGES

This Standing Offer requires services in the English language.

AA 1.6 SUB-CONTRACTORS

1. The Contractor must:
 - a. notify the Project Authority of those Sub-Contractors identified during the negotiations of sub-contracts with whom the Contractor will enter into agreements for part of the Services and, on request, provide details of the terms, and Services to be performed under the said sub-contracts and the qualifications and names of the personnel of the Sub-Contractors proposed to be employed on the Work;
 - b. subsequent to the Contract notify the Project Authority of any other Sub-Contractors with

whom the Contractor intends to sub contract for the provision of the Work and, on request, provide details of the terms and Services to be performed under the said agreements and the qualifications and names of the personnel of these Sub-Contractors proposed to be employed on this Project;

2. The Project Authority may object to any Sub-Contractor within six (6) days of receipt of notification given in accordance with paragraph 1.(b) above and, on notification of such objection, the Contractor shall not enter into the intended agreement with the Sub-Contractor.

AA 1.7 CHANGES IN THE CONTRACTOR TEAM

1. The Contractor must not, in any event, allow performance of any part of the Work by unauthorized replacement entities or persons, and acceptance of a replacement entity or person by the Project Authority shall not relieve the Contractor from responsibility to perform the Services.
2. The Project Authority, may order the removal from the Contractor Team of any unauthorized replacement entity or person and the Contractor must immediately remove the entity or person from the performance of the Services and must, in accordance with subsections 1 and 2 of AA 1.6 above, secure a further replacement.

AA 2 FUNCTIONAL REQUIREMENTS

AA 2.1 DESIGN CODES, REGULATIONS AND REFERENCE DOCUMENTS

2. The standards, codes and regulations to be used for the design and construction of Civil Engineering work must 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
3. The Contractor has the option of consulting other design codes and is expected to utilize new developments in Civil engineering whenever they appear appropriate in accordance with proper engineering practice but must provide documented evidence of suitability satisfactory to the Project Authority.

AA 2.2 PROJECT DELIVERY APPROACH

1. Unless otherwise specified in the Call-up, the traditional design-tender-build approach will be used. The Contractor may be required to prepare the tender package and ensure full coordination.

2. Listed below are the minimum milestones to be included in the proposal for each individual Call-up depending requested services.
- [Date] – Project kickoff meeting.
 - [Date] – Site visit estimated date.
 - [Date] – Assessment or preliminary engineering report completed
 - [Date] – Schematic design package for review.
 - [Date] – 66% tender package for review.
 - [Date] – 99% tender package for review.
 - [Date] – IFT Package Completion.

AA 2.3 MEDIA

The Contractor must not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Project Authority.

AA 2.4 GENERAL PROJECT DELIVERABLE

1. Where deliverables and submissions are required under the Call-Ups, they must be submitted in accordance with the Standing Offer.
2. Unless otherwise indicated in the Call-Up or 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 and NMS. In addition, provide PDF an electronic copy of all final reports and contract documents. All submissions and electronic documents must be stamped by a **Professional Engineer (P.ENG)**

All documents must 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
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Tender Documents	Hard copies	AutoCAD	PDF File	MS Word/Excel
No. of copies:				
Drawings	2	1	1	1
Specifications	2	1	1	1
Record Documents	2	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. Acceptance of the Work will be as per the General Conditions of the Contract.
2. Acceptance of the Work by other agencies and levels of government may be required. The Contractor must assist the Project Authority in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

AA 2.6 PROJECT MANAGEMENT CONTROL PROCEDURES

Any deliverables that do not meet the terms and specifications as outlined in the conditions of the Contract (e.g., Work Plan or Terms of Reference) will not be considered final.

The Offeror's Representative must work with the Project Authority to ensure that call-up requirements including work required and schedule are understood by all parties.

A minimum of monthly updates on progress reports must be submitted by the Contractor to the Project Authority.

ATTACHMENT 1 TO ANNEX A – SITE LIST

ATTACHMENT 1 TO ANNEX A – SITE LIST, is included as a separate document and forms part of this RFSO 30003811.

ANNEX B BASIS OF PAYMENT
(to be completed at Standing Offer Award)

1. The fixed all-inclusive hourly rates identified here are for the duration of the Standing Offer.
2. All fixed all-inclusive hourly rates includes customs and duties. Applicable Taxes are extra.
3. Subcontracted Services are for project-specific requirements that do not fall under the resource categories described in this Annex. Subcontracted Services must have the prior authorization of the Project Authority and will be invoiced at Cost with no provision for overhead or profit and supported by a copy of the original invoice from the sub-contractor.

Table 1 – Standing Offer rates Year 1: Period from Date of Contract Award to twelve months thereafter

Resource Category	Fixed All-Inclusive Hourly Rate
Senior Personnel	\$
Intermediate Personnel	\$
Junior Personnel	\$
Inspector	\$

Table 2 – Standing Offer rates Year 2: Period 12 months following the end of Year 1

Resource Category	Fixed All-Inclusive Hourly Rate
Senior Personnel	\$
Intermediate Personnel	\$
Junior Personnel	\$
Inspector	\$

Table 3 - Standing Offer rates Year 3: Period 12 months following the end of Year 2

Resource Category	Fixed All-Inclusive Hourly Rate
Senior Personnel	\$
Intermediate Personnel	\$
Junior Personnel	\$
Inspector	\$

Table 4 - Standing Offer rates Year 4: Period 12 months from the end of Year 3

Resource Category	Fixed All-Inclusive Hourly Rate
Senior Personnel	\$
Intermediate Personnel	\$
Junior Personnel	\$
Inspector	\$

Table 5 - Standing Offer rates Year 5: Period 12 months from the end of Year 4

Resource Category	Fixed All-Inclusive Hourly Rate
Senior Personnel	\$
Intermediate Personnel	\$
Junior Personnel	\$
Inspector	\$

Costs included in Fixed Hourly Rates

Except for the Authorized Disbursements described below, the fixed all-inclusive hourly rates include all labour, materials, equipment, overhead costs, office and administrative costs, customs, duties and any other expenses necessary to perform the work identified in the Statement of Work. Taxes are extra

Authorized Disbursements

The following disbursements reasonably incurred by the Contractor, that are related to the Services described in the Statement of Work and approved in advance by the Standing Offer Authority, shall be reimbursed to the Contractor at actual cost when supported by a copy of the original invoice:

- (a) transportation costs for material samples and models additional to those specified in the Standing Offer Brief;
- (b) other disbursements made with the prior approval and authorization of the Project Authority.

ANNEX C INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: **Canada as represented by Fisheries and Oceans Canada (DFO)** is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada as represented by Fisheries and Oceans Canada (DFO).
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX D STANDING OFFER REPORT

Date of the call-up	Project Authority	Items Acquired/ Services Provided	Work completion date	Cost/No. of Billable Hours	Total

ANNEX E OFFEROR'S APPROVED PERSONNEL
(to be completed at Standing Offer Award)