

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
401-1230 Government St.
Victoria
BC
V8W 3X4
Bid Fax: (250) 363-3344**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada - Pacific
Region
800 Burrard Street, 12th floor
800, rue Burrard, 12e étage
Vancouver
British C
V6Z 2V8

Title - Sujet Plumbing and Heating Services SOA	
Solicitation No. - N° de l'invitation F1744-120031/A	Date 2012-09-06
Client Reference No. - N° de référence du client F1744-120031	GETS Ref. No. - N° de réf. de SEAG PW-\$PWY-011-6784
File No. - N° de dossier PWY-2-35085 (011)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-25	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Anderson, Elaine PWY	Buyer Id - Id de l'acheteur pwy011
Telephone No. - N° de téléphone (250)363-3298 ()	FAX No. - N° de FAX (250)363-0395
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DFO - Pacific Biological Station - RPSS, 3190 Hammond Bay Road - Nanaimo, B.C.	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)

IMPORTANT NOTICE TO OFFERORS

Refer to the Special Instructions to Offerors SI01 paragraph 4 (and Appendices 1 and 2) for requirements related to the Code of Conduct for Procurement.

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

CLAUSES REFERRED TO BY NUMBER (I.E. R2710T) CAN BE FOUND AT THE FOLLOWING WEB SITE

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO OFFERORS (SI)

SI01	Introduction
SI02	Enquiries During the Solicitation Period
SI03	Contracting authority / Departemental representative
SI04	Quantity
SI05	PWGSC obligations
SI06	Site Visit
SI07	Revision of Offer
SI08	Offer Validity Period
SI09	Security Requirement
SI10	Web Sites

GENERAL INSTRUCTIONS TO OFFERORS (GI)

GI01	Code of Conduct and Certifications - Offer
GI02	Completion of the Offer
GI03	Identity or Legal Capacity of the Offeror
GI04	Goods and Services Tax/Harmonized Sales Tax
GI05	Capital Development and Redevelopment Charges
GI06	Listing of Subcontractors and Suppliers
GI07	Submission of Offer
GI08	Revision of Offer
GI09	Rejection of Offer
GI10	Offer Costs
GI11	Procurement Business Number
GI12	Compliance With Applicable Laws
GI13	Approval of Alternative Materials
GI14	Performance Evaluation

GI15 Conflict of Interest-Unfair Advantage**STANDING OFFER PARTICULARS (SOP)**

SOP01 General

SOP02 Period of the Standing Offer

SOP03 Call-Up Limitation

SOP04 Call-Up Procedure

SUPPLEMENTARY CONDITIONS (SC)

SC01 Security Access Requirements for Canadian Contractors

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)**APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS****APPENDIX 2 - SAMPLE OF THE CONSENT TO A CRIMINAL RECORD VERIFICATION FORM (PWGSC-TPSGC 229)****APPENDIX 3 - STATEMENT OF WORK****APPENDIX 4 - MANDATORY CRITERIA****APPENDIX 5 - PRICE PROPOSAL FORM****APPENDIX 6 - PERIODIC REPORTS****APPENDIX 7 - SECURITY REQUIREMENT CHECKLIST (SRCL)****SPECIAL INSTRUCTIONS TO OFFERER'S (SI)****SI01 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) is inviting Offerors to submit proposals for Standing Offers. The selected offerors shall provide a range of services as identified in the Statement of Work section of this document.
2. It is PWGSC's intention to authorize up to 1 Standing Offer, for a period of approx. 3 years. The total dollar value of all Standing Offers is estimated to be \$350,000.00 (GST or HST included). Individual call-ups will vary, up to a maximum of \$40,000.00 (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; F&O will issue call-ups only when the specific services to be provided under the Standing Offer are needed. Please refer to Section SOP04, CALL-UP PROCEDURE.
3. This procurement is subject to the provisions of the Agreement on Internal Trade (AIT).
4. **Code of Conduct and Certifications - Offer**

Pursuant to GI01 of the General Instructions to Offerors, offerors must submit the following as part of their offer:

the a. a complete list of names of all individuals who are currently directors of Offeror and

each b. If requested, a properly completed and signed Consent to a Criminal Record Verification form (PWGSC-TPSGC 229, <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>), for individual named in the aforementioned list.

The above should be completed and submitted with the offer by the Request for Standing Offer closing date. If the above is not completed and submitted with the offer by the Request for Standing Offer closing date, the Contracting 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 Contracting Authority and meet the requirement within that time period will render the offer non-responsive.

SI02 ENQUIRIES DURING THE SOLICITATION PERIOD

- 1) Enquiries regarding this offer must be submitted in writing to the Contracting Officer named on the Request for Standing Offer (RFSO). Enquiries should be received no later than five [5] calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may not result in an answer being provided.
- 2) To ensure consistency and quality of the information provided to Offerors, the Contracting Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment.
- 3) All enquiries and other communications related to this offer sent throughout the solicitation period are to be directed ONLY to the Contracting Officer named on the RFSO - Page 1. Failure to comply with this requirement may result in the offer being declared non-responsive.

SI03 CONTRACTING AUTHORITY / DEPARTMENTAL REPRESENTATIVE

1. The Contracting Authority for this Request for Standing Offer is:

Elaine Anderson
Public Works and Government Services Canada
Acquisitions, Real Property Contracting
401-1230 Government St.
Victoria, BC V8W 3X4
Phone: (250)363-3298; Fax: (250)363-0395
E-Mail: elaine.anderson@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

2. A Departmental Representative will be identified at time of each individual Call-Up.

The Departmental Representative will be responsible for all matters concerning the technical content of the work under the Call-Up.

SI04 QUANTITY

The amount of work and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. The making of an offer by the Offeror shall not constitute an agreement by Canada. Canada may make one or several call-ups against a standing offer.

SI05 PWGSC OBLIGATION

A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. PWGSC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation. Canada reserves the right to cancel or amend the RFSO at any time.

SI06 SITE VISIT

It is recommended that the Offeror or a representative of the Offeror visit the work site. Offerors who do not attend or send a representative will not be precluded from submitting a bid. Any clarifications or changes to the Request for Standing Offers resulting from the site visit will be included as an amendment to the RFSO.

A site visit will be held at 9:00 am on Tuesday, September 18, 2012. Bidders are to meet at the breezeway at the entrance to the Pacific Biological Station, 3190 Hammond Bay Rd, Nanaimo, BC.

Contact: Dave Coates (250)756-7323

SI07 REVISION OF OFFER

An offer may be revised by letter or facsimile in accordance with "General Instructions to Offerors". The facsimile number for receipt of revisions is (250)363-3344.

SI08 OFFER VALIDITY PERIOD

- 1) The offer cannot be withdrawn for the period of 120 days following the RFSO closing date.
- 2) Canada reserves the right to seek an extension to the offer validity period. Upon notification in writing from Canada, Offerors shall have the option to either accept or reject the proposed extension.
- 3) If the extension referred to in paragraph 1) of SI08 is accepted, in writing, by all those who submitted bids, then Canada shall continue immediately with the evaluation of the bids and its approvals processes.
- 4) If the extension referred to in paragraph 1) of SI08 is not accepted in writing by all those who submitted bids then Canada shall, at its sole discretion, either

(a) continue to evaluate the bids of those who have accepted the proposed extension and seek the necessary approvals; or

(b) cancel the invitation to tender.

- 5) The provisions expressed herein do not in any manner limit Canada's rights in law or under GI09 "General Instructions to Offerors".

SI09 SECURITY REQUIREMENT

This document contains a mandatory security requirement for the performance of the subsequent contract (refer to clause SC01 of the Supplementary Conditions included herein).

- 1) The successful offeror must hold a valid [as per clause 1 of the security clauses: i.e. Designated Organization Screening (DOS) / Facility Security Clearance at level of Reliability Status] as indicated in section SC01 of the Supplementary Conditions.
- 2) The successful offeror's personnel, as well as any subcontractor and its personnel, who are required to perform any part of the work pursuant to the subsequent contract must meet the mandatory security requirement as indicated in section SC01 of the Supplementary Conditions. **Individuals who do not have the required level of security will not be allowed on site.** It is the responsibility of the successful offeror to ensure that the security requirements are met throughout the performance of the contract. Canada will not be held liable or accountable for any delays or additional costs associated with the successful offeror's non-compliance with the mandatory security requirement.
- 3) For any enquiries concerning the project security requirement, during the bidding period, the Offeror must follow the instructions as detailed in SI02 "Enquiries during the Solicitation Period". Additional information on PWGSC security can also be found on the following web site: <http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html> or by dialling 1-866-368-4646 (Toll free)

SI10 WEB SITES

The connection to some of the Web sites in the solicitation documents is established by the use of hyperlinks. The following is a list of the addresses of the Web sites:

Contracts Canada (Buy and Sell) <https://www.achatsetventes-buyandsell.gc.ca/eng/welcome>

Canadian economic sanctions <http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

Contractor Performance Evaluation Report (Form PWGSC-TPSGC 2913)_____ <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913.pdf>

Certificate of Insurance (form PWGSC-TPSGC 357)_____ <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/357.pdf>

Solicitation No. - N° de l'invitation

F1744-120031/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw011

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F1744-120031

PWY-2-35085

SACC Manual

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Schedules of Wage Rates for Federal Construction Contracts____

http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml

PWGSC, Industrial Security Services [Http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) PWGSC, Code of Conduct and Certifications

<Http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

GENERAL INSTRUCTIONS TO OFFERORS (GI)

GI01 CODE OF CONDUCT AND CERTIFICATIONS - OFFER

1. Offerors must comply with the Code of Conduct for Procurement. In addition to the Code of Conduct for Procurement, offerors must a) respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the RFSO, Standing Offer and resulting contracts, c) submit offers and enter into contracts only if they will fulfill all obligations of the Contract.
2. Offerors further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be issued a Standing Offer and awarded a contract. Canada will declare non-responsive any offer in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after issuance of a Standing Offer, that the Offeror made a false declaration, Canada will have the right to set aside the Standing Offer and to terminate for default any resulting contracts. The Offeror will be required to diligently maintain up-to-date the information herein requested. The Offeror and any of the Offeror's parent companies, subsidiaries and affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any standing offer arising from this RFSO and any call-ups made against the Standing Offer. Canada may verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.
3. For the purpose of this section, business concerns, organizations and individuals are Offeror's affiliates if:
 - a. directly or indirectly either one controls or has the power to control the other, or
 - b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.
4. Offerors must submit the following as part of their offer:
 - a. a complete list of names of all individuals who are currently directors of the Offeror;
 - b. a properly completed and signed Consent Form, for each individual named in the aforementioned list
5. The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the offer, and must also provide Canada with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and

to provide Consent Forms during the period of any standing offer and any call-ups made against the Standing Offer.

6. By submitting an offer, the Offeror certifies to be aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

7. By submitting an offer, the Offeror certifies that neither the Offeror nor any of the Offeror's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Standing Offer arising from this RFSO and any call-ups made against the Standing Offer if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act.

8. By submitting an offer, the Offeror certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 9 herein, neither the Offeror nor any of the Offeror's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:

a. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52(False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or

b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada, or

c. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or

d. section 239 (False or deceptive statements) of the Income Tax Act, or

e. section 327 (False or deceptive statements) of the Excise Tax Act, or

f. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or

g. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.

9. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or

offences under the Financial Administration Act, the Offeror must provide with its offer a
certified copy of confirming documentation from an official source

GI02 COMPLETION OF OFFER

- 1) The offer shall be
 - a) Submitted in accordance with the instructions contained in the RFSO;
 - b) correctly completed in all respects;
 - c) signed by a duly authorized representative of the Offeror; and
 - d) accompanied by any other document or documents specified elsewhere in the RFSO where it is stipulated that said documents are to accompany the offer.
- 2) Any alteration to the pre-printed or pre-typed sections of the Price Proposal Form, or any condition or qualification placed upon the offer shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Price Proposal Form by the Offeror shall be initialled by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the RFSO, facsimile copies of bids are not acceptable.

GI03 IDENTITY OR LEGAL CAPACITY OF THE OFFEROR

In order to confirm the authority of the person or persons signing the offer or to establish the legal capacity under which the Offeror proposes to enter into Contract, any Offeror who carries on business in other than its own personal name shall, if requested by Canada, provide satisfactory proof of

- (a) such signing authority; and
- (b) the legal capacity under which it carries on business;

prior to contract award. Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this offer on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

GI04 GOODS AND SERVICES TAX/HARMONIZED SALES TAX

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, and the GST/HST shall not be included when calculating the amount of any offer security or contract security that may be required. Any

amount levied in respect of the GST/HST shall be billed as a separate item in a progress claim submitted by the Offeror, and shall be paid to the Offeror in addition to the amount approved by Canada for work performed under the Contract. The Offeror shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

GI05 CAPITAL DEVELOPMENT AND REDEVELOPMENT CHARGES

Building permits fees (if applicable) will be applied to call-ups. The Offeror shall not include any monies in the offer amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

GI06 LISTING OF SUBCONTRACTORS AND SUPPLIERS

Notwithstanding any list of Subcontractors that the Offeror may be required to submit as part of the offer, the Offeror shall, within forty-eight (48) hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so shall result in the disqualification of its offer.

GI07 SUBMISSION OF OFFER

- 1) Canada requests that offerors provide their offer as follows:

Front page of tender package

Appendix 1: List of Bidders Board of Directors

Appendix 4: Mandatory Criteria

Appendix 5: Price Proposal form

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 216 mm x 279 mm (8.5 x 11 inch) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers;

- 2) Offerors must submit their financial offer in accordance with Appendix 5 - Price Proposal Form. The total amount of GST or HST is to be shown separately, if applicable. The offer envelope shall be addressed and submitted to the office designated on the Front Page "Request for Standing Offer" for the receipt of the offers. The offer must be received on or before the date and time set for solicitation closing. Prior to submitting the offer, the Offeror shall ensure that the following information is clearly printed or typed on the face of the offer envelope:

- (a) Solicitation Number;
- (b) Name of Offeror;
- (c) Return address; and
- (d) Closing Date and Time.

The offer shall be in Canadian currency. Exchange rate fluctuation protection is not offered. Any request for exchange rate fluctuation protection shall not be considered.

3) Timely and correct delivery of offers is the sole responsibility of the Offeror.

GI08 REVISION OF OFFER

- 1) An offer submitted in accordance with these instructions may be revised by letter or facsimile provided the revision is received at the office designated for the receipt of offers, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall on the Offeror's letterhead or bear a signature that identifies the Offeror.
- 2) A revision to an offer that includes unit prices must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.
- 3) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.
- 4) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The offer shall be evaluated based on the original offer submitted and all other compliant revision(s).

GI09 REJECTION OF OFFER

1. Canada may accept any offer, whether it is the lowest or not, or may reject any or all offers.
2. Without limiting the generality of paragraph 1. of GI10, Canada may reject an offer if any of the following circumstances is present:
 - a. the Offeror's bidding privileges are suspended or are in the process of being suspended;
 - b. The Offeror's bidding privileges of any employee or subcontractor included as part of the offer are suspended or are in the process of being suspended, which suspension pending suspension would render that employee or subcontractor ineligible to make an offer on the Work, or the portion of the Work the employee or subcontractor is to perform;
 - c. the Offeror is bankrupt, or where for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Offeror, any of its employees or any subcontractor included as part of its offer;
 - e. evidence satisfactory to Canada that based on past conduct or behavior, the Offeror, a sub-contractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;

- f. with respect to current or prior transactions with Canada
- i. Canada has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Offeror, any of its employees or any subcontractor included as part of its offer; or
- ii. Canada determines that the Offeror's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement offered on.
- being
3. In assessing the Offeror's performance on other contracts pursuant to subparagraph 2.f.i & ii. GI10, Canada may consider, but not be limited to, such matters as:
- a. the quality of workmanship in performing the Work;
- b. the timeliness of completion of the Work;
- c. the overall management of the Work and its effect on the level of effort demanded of the department and its representative; and
- d. the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
4. Without limiting the generality of paragraphs 1., 2. and 3. of GI10, Canada may reject any offer based on an unfavourable assessment of the
- a. adequacy of the offer price to permit the work to be carried out and, in the case of an providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
- b. Offeror's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
- c. Offeror's performance on other contracts.
5. When Canada intends to reject an offer pursuant to a provision of paragraphs 1., 2., 3. or 4. Of GI10, other than subparagraph 2.a. of GI10, the Contracting Authority will inform the Offeror and provide the Offeror ten (10) days within which to make representations, before making a final decision on the offer rejection.
6. Canada may waive informalities and minor irregularities in offers received if Canada determines that the variation of the offer from the exact requirements set out in the Offer Documents can be corrected or waived without being prejudicial to other Bidders

GI10 OFFER COSTS

No payment will be made for costs incurred in the preparation and submission of an offer in response to the offer solicitation. Costs associated with preparing and submitting an offer, as well as any costs incurred by the Offeror associated with the evaluation of the offer, are the sole responsibility of the Offeror.

GI11 PROCUREMENT BUSINESS NUMBER

Offerors are required to have a Procurement Business Number (PBN) before contract award. Offerors may register for a PBN in the Supplier Registration Information system on the Contracts Canada Web site. For non-Internet registration, Offerors may contact the nearest Supplier Registration Agent.

GI12 COMPLIANCE WITH APPLICABLE LAWS

- 1) By submission of an offer, the Offeror certifies that the Offeror has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the offer and entry into any ensuing call-up for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI12, a Offeror shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the request.
- 3) Failure to comply with the requirements of paragraph 2) of GI12 shall result in disqualification of the offer.

GI13 APPROVAL OF ALTERNATIVE MATERIALS

When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the offer shall be based on use of the named materials. During the solicitation period, alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least ten (10) calendar days prior to the solicitation closing date. If the alternative materials are approved for the purposes of the offer, an addendum to the offer documents shall be issued.

GI14 PERFORMANCE EVALUATION

- 1) Offerors shall take note that the performance of the Offeror during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

GI15 CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 1) In order to protect the integrity of the procurement process, offerors are advised that Canada may reject an offer in the following circumstances:

-
- (a) if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- (b) if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- 2) The experience acquired by a offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This offeror remains however subject to the criteria established above.
- 3) Where Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Contracting Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

STANDING OFFER PARTICULARS

SOP01 GENERAL

1. The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Canada to procure or contract for any services listed in the Standing Offer.
2. The Offeror offers to provide and deliver to Canada the services described in the Standing Offer, in accordance with the pricing set out in the Request for Standing Offer if, and when the Contracting Authority may request such services, in accordance with the conditions listed at subsection 3 below.
3. The Offeror understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for those services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b) Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c) Canada has the right to procure the services specified in the Standing Offer by means of any other contract, standing offer or contracting method;
 - d) the Standing Offer cannot be assigned or transferred in whole or in part;
 - e) the Standing Offer may be set aside by Canada at any time.

SOP02 PERIOD OF THE STANDING OFFER

The period for placing call-ups against the Standing Offer shall be from the date of standing offer to 30 September, 2015.

SOP03 CALL-UP LIMITATION

Each call-up against the Standing Offer will have a maximum limitation of expenditure of \$40,000.00 (GST or HST included).

SOP04 CALL-UP PROCEDURE

1. Services will be called-up as follows:
 - a) The Departmental Representative will establish the scope of services to be performed.
 - b) For each individual call-up the Offeror will be provided the scope of work and will submit an offer to the Departmental Representative in accordance with the unit rates established under the Standing Offer. The Contractor's offer shall include all of the work as specified

including; mobilizing, sub-trades, materials, labour, tools, administration fees and supervision as offered in the RFSO including building permits as per local regulations.

2. The Offeror will be authorized in writing by the Contracting Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 942.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY ACCESS REQUIREMENTS FOR CANADIAN CONTRACTORS

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #: F1744-120031

1. The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the Canadian Industrial Security Directorate, Public Works and Government Services Canada, the Contractor personnel **MAY NOT HAVE ACCESS** to **PROTECTED** information or assets, and **MAY NOT ENTER** sites where such information or assets are kept, without an escort
3. The Contractor **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex 7.
 - (b) Industrial Security Manual (Latest Edition).

CALL-UPS CLAUSES OR RESULTING CONTRACT DOCUMENTS (CD)

- 1) The following are the call-up's contract documents:
 - (a) The call up against the Standing Offer, including any annexes;
 - (b) General Conditions and clauses :

GC1 General Provisions	R2810D	(2012-07-16);
<u>As amended by paragraph 5)</u>		
GC2 Administration of the Contract	R2820D	(2012-07-16);
GC3 Execution and Control of the Work	R2830D	(2010-01-11);
GC4 Protective Measures	R2840D	(2008-05-12);
GC5 Terms of Payment	R2550D	(2010-01-11);
GC6 Delays and Changes in the Work	R2860D	(2012-07-16);
GC7 Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
GC8 Dispute Resolution	R2884D	(2008-05-12);
GC9 Insurance	R2590D	(2011-05-16);
Supplementary Conditions		
Fair Wages and Hours of Labour - Labour Conditions	R2940D	(2012-07-16);
Allowable Costs for Contract Changes Under GC6.4.1	R2950D	(2007-05-25);
Schedules of Wage Rates for Federal Construction Contracts;		
 - (c) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
- 2) The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>
- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:
http://www.rhdcc-hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml.
- 4) The language of the contract documents is the language of the Price Proposal Form submitted.
5. GC1.20 Code of Conduct and Certifications - Contract

Add to R2810D GC1 - General Provisions - New section GC1.20 "Code of Conduct and Certifications - Contract"

 1. The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its terms. In addition to complying with the Code of Conduct for Procurement, the Contractor must also comply with the terms set out in this section.

2. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's parent companies, subsidiaries and affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

3. For the purpose of this section, business concerns, organizations and individuals are Contractor's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

4. During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor, as well as the Corresponding Consent Forms.

5. The Contractor certifies being aware, and that its parent companies, subsidiaries and affiliates are aware, that Canada may verify the information provided by the Contractor, including the information relating to the acts or convictions specified herein through independent research, use of any government resources or by contacting third parties.

6. The Contractor certifies that neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*.

7. The Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted as further described in subsection 8 herein, neither the Contractor nor any of the Contractor's parent companies, subsidiaries or affiliates has ever been convicted of an offence under any of the following provisions:

- a. section 45 (Conspiracies, agreements or arrangements between competitors), section 46 (Foreign directives), section 47 (Bid rigging), section 49 (Agreements or arrangements of federal financial institutions), section 52 (False or misleading

- the representation), section 53 (Deceptive notice of winning a prize) under Competition Act, or
- of
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty), section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code Canada, or
 - c. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Financial Administration Act, or
 - d. section 239 (False or deceptive statements) of the Income Tax Act, or
 - e. section 327 (False or deceptive statements) of the Excise Tax Act, or
 - f. section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act, or
 - g. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act.
8. In circumstances where a criminal pardon or a record suspension has been obtained, capacities restored by the Governor in Council, or leniency granted pursuant to a formal program (similar to the Competition Bureau's Leniency Program) for offences other than sections 121, 124, 380 for fraud committed against Her Majesty and 418 of the Criminal Code of Canada or offences under the *Financial Administration Act*, the Contractor must provide a certified copy of confirming documentation from an official source.

Solicitation No. - N° de l'invitation

F1744-120031/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw011

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F1744-120031

PWY-2-35085

APPENDIX 1 - COMPLETE LIST OF EACH INDIVIDUAL WHO IS CURRENTLY ON THE BIDDER'S BOARD OF DIRECTORS

NOTE TO BIDDERS

WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

Solicitation No. - N° de l'invitation

F1744-120031/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw011

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F1744-120031

PWY-2-35085

**APPENDIX 2 - SAMPLE OF THE CONSENT TO A CRIMINAL RECORD VERIFICATION FORM
(PWGSC-TPSGC 229)**

Solicitation No. - N° de l'invitation

F1744-120031/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwy011

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F1744-120031

PWY-2-35085

Public Works and Government
Services
CanadaTravaux publics et Services
gouvernementaux
CanadaProtected (when completed and received by government)
Protégé (lorsque rempli et reçu par le gouvernement)If completed manually, please print
Si rempli manuellement, veuillez écrire en lettres mouléesFOR GOVERNMENT USE ONLY
POUR USAGE DU GOUVERNEMENT SEULEMENTSpecial Investigations Directorate File No.
N° de dossier de la Direction des enquêtes spécialesDate Received (Y-A M D-J)
Date de réception

CONSENT TO A CRIMINAL RECORD VERIFICATION **CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offerrer/Supplier and provided with the Bid/Offer/Arrangement.
Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/ de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

A

PRIVACY ACT STATEMENT**ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal convictions of individuals obtaining or maintaining a process shared with other government departments, provincial, territorial, and federal. The information is required to conduct the criminal record verification.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements sont nécessaires pour valider les attestations de criminalité des personnes qui obtiennent ou conservent un processus partagé avec d'autres ministères et organismes fédéraux, ainsi qu'aux, territoriaux et fédéraux, dans les cas où la vérification des condamnations est requise.

SAMPLE ONLY

USE FORM AVAILABLE ONLINE AT WEB SITE
INDICATED IN SI01 3.1 b.

A refusal to provide information on this form, or a bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

La soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels sont décrits dans les fichiers de renseignements personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

B

BIOGRAPHICAL INFORMATION - Must be completed by the individual
RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu

Family Name (Last Name) - Nom (de famille)

Family Name at Birth - Nom de famille à la naissance

Full Given Names (No Initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames)
Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)

Gender - Sexe

☐
Male
Masculin
☐
Female
Féminin

Date of Birth - Date de naissance (Y-A M D-J)

Current Residential Information
Information résidentielle actuelle

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province

Postal Code - Code postal

Solicitation No. - N° de l'invitation

F1744-120031/A

Client Ref. No. - N° de réf. du client

F1744-120031

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-35085

Buyer ID - Id de l'acheteur

pwy011

CCC No./N° CCC - FMS No/ N° VME

C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
----------	---

I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	SAMPLE ONLY USE FORM AVAILABLE ONLINE AT WEB SITE INDICATED IN SI01 3.1 b.	
Print Name - Nom en lettres moulées		Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante	
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat	
Date of Request (Y-A M D-J) Date de la demande	
Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource

APPENDIX 3 - SCOPE OF WORK

Standing Offer for Plumbing & Repair Services at the Pacific Biological Station, Nanaimo B.C.

This scope of work specifies the provision of all labour, material, tools, supervision, travel and equipment to provide plumbing and water heating services for the Department of Fisheries and Oceans at the Pacific Biological Station, Nanaimo, B.C. Work to be furnished on an as and when requested basis covering the period from date of award of standing offer to 30 September, 2015.

BACKGROUND

The Pacific Biological Station is a world renowned centre for scientific research encompassing several facilities including laboratories, aquaculture buildings, cold rooms, computer networks, ammonia chiller plant, library, and warehouse spaces. The complex is situated on a 14 acre site with primary office facilities consisting of an 1828 m² four storey building and a 935 m² three storey building. The site also has a four storey 5714 m² laboratory wing and separate single storey 650 m² aquaculture building. Subsidiary buildings include a salt water pump house supplying research sea water at flows up to 1000 GPM, an ammonia chiller plant building, and out buildings of 13,234 m² total area. Plumbing arrangements include acid waste, lab vacuum piping system, fire sprinkler systems, distilled water systems, glycol/water cooling systems, potable domestic hot and cold water systems, dechlorinated process heated and chilled fresh water systems, heated and chilled salt water systems, sewage pumping system, containment lab effluent treatment system, sanitary waste drain systems, building drain systems, road drainage oil separators, process waste systems, site firemain systems and wharf connections for potable and firemain water. Heating arrangements consist of natural gas building furnaces and boiler systems for building heating, domestic hot water, and process water services.

REQUIREMENT

PART ONE

1. DEFINITION OF TERMS

In the Standing Offer, the

"Departmental Representative" is interchangeable with "Engineer" and means any person authorized by the Minister for the purpose of any contract resulting from a Call-up against this Standing Offer.

"Engineer" means such person as may be specifically designated by or on behalf of the Minister upon the award of this contract and includes a person specially authorized by the Engineer to act on his behalf,

"Contracting Authority" is the person responsible for the establishment of the Standing Offer, its administration, and any contractual issues relating to individual call-ups.

"Minister" includes a person acting for, or if the office is vacant, in place of the Minister and his successors in the office, and his or their lawful deputy and any of his or their representatives appointed for the purpose of the contract,

"Canada", "Crown", or "Her Majesty" means Her Majesty the Queen in right of Canada;

"Call-up" means the action of calling up against the Standing Offer as confirmed by a Call-up Against a Standing Offer form (PWGSC 942), duly signed and issued by the Departmental Representative and accepted by the Offerer.

"person" includes, unless there is an express stipulation in the contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium, corporation.

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to any particular subdivision or part thereof; "material" includes all materials, commodities, articles and things required to be furnished under the Contract for incorporation in the Work;

"plant" includes all animals, tools, implements, machinery, vehicles, buildings, structures, equipment, articles and things required for the execution of the Work;

"subcontractor" means a person, firm or corporation to whom or to which the Contractor has, pursuant to section 4 of these General Conditions and with the consent of the Engineer, subcontracted the whole or any portion of the Work;

"superintendent" means the employee of the Contractor who is designated by the Contractor as being in full charge of the field operations of the Contractor for the purposes of the Contract;

"Technical Authority" means the RPSS departmental representative or engineer on shift; and

"Work" includes the whole of the works, materials, matters and things required to be done, furnished and performed by the Contractor under the Contract.

2. CLEANING THE WORK

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Engineer.

3. CERTIFICATION

Plumbers working under this standing offer will hold a valid plumbing ticket with a Red Seal, Inter Provincial or BC designation.

Helpers must have a minimum of two (2) years' experience in respective trades.

4. WORK SCHEDULE

When requested, provide work schedule showing progress stages and completion of work. Interim reviews of work progress will be conducted by Engineer and schedule adjusted by Contractor with approval of Engineer.

Work time:

- a. Normal working hours, 8:00 AM to 16:30 PM Monday to Friday except holidays unless otherwise requested by the Engineer.
- b. This site requires a response time of 1 hour maximum for emergency calls and 48 maximum for normal/routine service calls except as specifically waived in writing by the departmental representative.

5. CONTRACTORS USE OF SITE

Use of site and access directly to and from site subject to:

- a. Traffic and parking regulations established by DFO.
- b. Security regulations established by DFO - Provide a list of all employees and suppliers, when requested.

Work and storage area are limited, consult Engineer.

Do not unreasonably encumber site with materials or equipment.

Move stored products or equipment, which interferes with operations of Engineer or other contractors.

Use of DFO facilities not permitted unless otherwise indicated or approved in writing by Engineer. No

smoking allowed in DFO buildings

6. CLEAN-UP

On completion of the work in each area, remove all surplus materials, tools, and equipment, and leave the site in a clean and tidy condition to the complete satisfaction of the Engineer.

7. TELEPHONE

Contractor shall maintain a telephone (manned continuously) during ordinary working hours (0800 to 1630 hours), Monday to Friday. The Contractor shall also provide an emergency telephone number (or numbers). Use of paging devices is acceptable; however, if undue delays develop in response time to calls, the use of paging devices will be discontinued.

8. INSPECTION OF WORK

Site inspection of the area under contract may be conducted by the Site Authority. The overall performance and quality of the Contractor's work will be determined by the Site Authority.

9. COMPLETION OF WORK

The Contractor shall advise the Engineer on completion of the work within twenty-four (24) hours.

10. SCHEDULING

All Work is to be performed when scheduled.

All work must receive prior approval.

IN ALL CASES EXCEPT EMERGENCY CALLS, AN ESTIMATE OF LABOUR AND MATERIALS SHALL BE PROVIDED BEFORE COMMENCING WORK.

11. CALL-BACK

If a call-back is required to make good any deficiencies it shall be at no cost to the Crown.

12. INVOICING

Overall supervision is included in the labour rates negotiated. Payment for labour shall be for persons actively working on each project.

Invoices must be sent to the following address:

Department of Fisheries & Oceans
Real Property, Safety & Security (RPSS)
Pacific Biological Station Nanaimo
3190 Hammond Bay Road
Nanaimo, B.C. V9T 6N7
Attn : Administration

Invoices must show the breakdown of labour hours worked, material, and HST. The rate charged must correspond with the rate quoted. Invoices must show an invoice number, a Call up against a standing offer (942) number, and the Standing Offer requisition number.

PART TWO

1. Site Safety Orientation

All contractor employees working on this contractor will be required to attend a site safety orientation at the RPSS facility prior to first working on the site.

2. Hazardous Products

Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials, and regarding the labeling and provision of Material Safety Data Sheets (MSDS) acceptable to the departmental representative and in accordance with the Canada Labour Code.

3. Overloading

Ensure no part of work is subjected to a load which will endanger its safety or will cause permanent deformation.

4. Falsework

Design and construct falsework in accordance with CSA S269.1.

5. Scaffolding

Design, construct and maintain scaffolding in a rigid, secure and safe manner, in accordance with CAN/CSA-S269.2.

6. Confined Spaces

Carry out work in confined spaces in compliance with provincial/territorial regulations and site confined entry procedures.

7. Fire Safety and Hot Work

- a. Hot works permits must be obtained from site Commissionaire before any welding, cutting or any other hot work operations can be carried out on site.
- b. Hot work includes cutting/melting with use of torch, flame heating roofing kettles, or other open flame devices and grinding with equipment which produces sparks.

8. Fire Safety Requirements

- a. Store oily/paint-soaked rags, waste products, empty containers and materials subject to spontaneous combustion in ULC approved, sealed containers and remove from site on a daily basis.
- b. Handle, store, use and dispose of flammable and combustible materials in accordance with the National Fire Code of Canada.

9. Fire Protection and Alarm Systems

Fire protection and alarm systems shall not be:

- a. Obstructed.
- b. Shut off.
- c. Left inactive at the end of a working day or shift.
- d. Do not use fire hydrants, standpipes and hose systems for purposes other than fire-fighting.
- e. Be responsible/liable for costs incurred from the fire department, the building owner and the tenants, resulting from false alarms.

10. Unforeseen Hazards

Should any unforeseen or peculiar safety-related factor, hazard or condition become evident during performance of the work, immediately stop work and advise the Technical authority verbally and in writing.

11. Correction of Non-Compliance

- a. Immediately address health and safety non-compliance issues identified by the Technical authority.
- b. Provide the Technical authority with written report of action taken to correct non-compliance with health and safety issues identified.
- c. The Technical authority may issue a "stop work order" if non-compliance of health and safety regulations is not corrected immediately or within posted time. The General Contractor/subcontractors will be responsible for any costs arising from such a "stop work order".

12. Dig Approval

All work requiring excavation will require the contractor to obtain dig approval from the Technical Authority prior to digging. No excavations will be permitted until completion of the DFO Pre-Excavation Checklist available from the Technical Authority.

PART THREE**1. Material Plumbing**

- a. Contractor must ensure that all work and material used under the terms of this standing offer comply with the standards of the most recent Canadian Plumbing Code, British Columbia Provincial Codes, and local authority having jurisdiction. Where there are discrepancies between codes, the most stringent will apply.
- b. All material being used will be new unless written authorization of the Engineer is given.
- c. All work referred to in this standing offer must be carried out in a first class manner to the complete satisfaction of the Engineer by qualified technicians and comply with all Provincial and Federal codes and regulations. DFO and Public Works Government Services Canada reserve the right to require proof of journeymen status or statement of qualifications from any person(s) performing work under this Standing Offer.

2. Installation of Plumbing

- a. All piping, cut square, ream, and clean tubing/pipe ends, clean recesses of fittings and assemble without binding.
- b. Assemble all piping using fittings manufactured to ANSI standards.
- c. Install all materials and equipment in accordance with manufacturer's recommendations.

3. Water Conservation

- a. The Department of Fisheries and Oceans has implemented a water conservation policy whereby all plumbing fixtures must be CSA approved of the "Ultra Low Flush" type where possible.
- b. Products being used should be "green" where possible and have the least impact on the environment.

4. Clean Up

- a. On completion of the work, the Contractor shall remove all surplus material, plant tools, equipment, and debris, and leave the job site in a clean and tidy condition to the satisfaction of the Engineer.

END OF SECTION

APPENDIX 4 - MANDATORY REQUIREMENTS

Failure to meet the following mandatory criteria will render the offer as non-responsive.

- We _____ (company name) certify that we have in the past completed works which are similar to the work for which the present offer is made. **YES** **NO**
- Provide the following information for one (1) project completed in the last five (5) years of similar size and scope.

Name and address of facility(ies):

A brief description of the work performed:

Contract dollar amount:

Name and phone number of project contact:

- Suppliers are to be on site within 1 hour of a call up for emergency service except as specifically waived in writing by the departmental representative. **YES** **NO**
- Plumbers working on this standing offer must hold a valid plumbing ticket recognized in the Province of British Columbia (inter-provincial, Red Seal or BC designation) **YES** **NO**
- Provide a copy of a Journeyman plumbing ticket from at least two (2) employees that will be included in the execution of this standing offer.

Included with the bid

YES

Will be sent in after bid closing

YES

- Supplier must have a minimum of one (1) Journeyman plumber who has had previous experience working in an aquaculture setting and have verifiable knowledge of aquaculture compatible metals. **YES** **NO**

Provide name and phone number of employee: _____

Solicitation No. - N° de l'invitation

F1744-120031/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pw011

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F1744-120031

PWY-2-35085

Verification will be requested by Fisheries and Oceans personnel.

- Helpers working on this standing offer must have a minimum of two (2) years experience in the plumbing trade and work under the direct supervision of a journeyman. **YES** **NO**

APPENDIX 5 - PRICE PROPOSAL FORM

Each item specified in the Unit Price Schedule includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.

.2 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in the Price Schedule of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.

.3 The prices inserted in the Price Schedule of this Offer include all applicable federal, provincial, and municipal taxes.

.1 However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Canada to the Offeror in addition to the amounts paid against the amount of the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.

.2 Payment by Canada for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.

.3 Pricing

The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:

- .1 labour including supervision, allowances and liability insurance;
- .2 travel time;
- .3 transportation/vehicle expenses;
- .4 tools and tackle;
- .5 overhead and profit;
- .6 any other incidental expenses other than supply of materials and

replacement parts relating to the delivery of labour.

4. PRICES

The Offeror agrees that the following are the prices referred to above:

4.1 Unit Price Schedules - Rates

Solicitation No. - N° de l'invitation

F1744-120031/A

Client Ref. No. - N° de réf. du client

F1744-120031

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-35085

Buyer ID - Id de l'acheteur

pwy011

CCC No./N° CCC - FMS No/ N° VME

A) Years 1 & 2

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$	Estimated total price \$
1.	<p>Hourly rate, including travel time and all related expenses.</p> <p>a) During Regular Hours: 0800 - 1630 hours, Monday through Friday</p> <p>i) Journeyman Plumber</p> <p>ii) Trades Helper (Construction Labour)</p> <p>b) Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.</p> <p>i) Journeyman Plumber</p> <p>ii) Trades Helper (Construction Labour)</p> <p>C) Emergency Firm Rates: Anytime as requested, on site within maximum of 1 hour from call.</p> <p>I) Journeyman Plumber</p> <p>li) Trades Helper (Construction Labour)</p>	<p>per hour</p> <p>per hour</p> <p>per hour</p> <p>per hour</p> <p>Per hour</p> <p>Per hour</p>	<p>6000</p> <p>2000</p> <p>48</p> <p>48</p> <p>16</p> <p>16</p>		

2.	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$80,000.00 + % mark up =)	\$80,000.00	_____ %	\$
Sub Total A): Estimated Total Amount Years 1 & 2 GST/HST Extra				\$

B) Year 3

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Hours/ Quantity	Unit Price \$	Estimated total price \$
1.	<p>Hourly rate, including travel time and all related expenses.</p> <p>a) During Regular Hours: 0800 - 1630 hours, Monday through Friday</p> <p>i) Journeyman Plumber</p> <p>ii) Trades Helper (Construction Labour)</p> <p>b) Outside Regular Hours: Monday through Sunday, including all day Saturday, Sunday and holidays.</p> <p>i) Journeyman Plumber</p> <p>ii) Trades Helper (Construction Labour)</p> <p>C) Emergency Firm Rates: Anytime as requested, on site within maximum of 4 hours from call.</p> <p>i) Journeyman Plumber</p> <p>ii) Trades Helper (Construction Labour)</p>	<p>per hour</p> <p>per hour</p> <p>per hour</p> <p>per hour</p> <p>Per hour</p> <p>Per hour</p>	<p>3000</p> <p>1000</p> <p>24</p> <p>24</p> <p>8</p> <p>8</p>		
2.	<p>Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (\$40,000.00 + % mark up =)</p>	\$40,000.00		_____ %	\$
Sub Total B): Estimated Total Amount Year 3 GST/HST Extra					\$

Solicitation No. - N° de l'invitation

F1744-120031/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwy011

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F1744-120031

PWY-2-35085

TOTAL EVALUATED PRICE:

Sub Total A 1st & 2nd Year Term	Sub Total B <u>3rd Year</u>	Total Evaluated Price (col.1 + col.2 = col.3)
\$ _____	\$ _____	\$ _____ — GST/HST Extra

Cost will be evaluated on the Total Evaluated Price in Column 3. It is anticipated that 1 standing offer will be issued to the lowest compliant offeror.

SIGNATURE:

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

SUPPLIER CONTACTS: The names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

NAME	TITLE	TELEPHONE NO.	E-MAIL

Solicitation No. - N° de l'invitation

F1744-120031/A

Client Ref. No. - N° de réf. du client

F1744-120031

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-35085

Buyer ID - Id de l'acheteur

pw011

CCC No./N° CCC - FMS No/ N° VME

APPENDIX 6 - PERIODIC REPORTS

As a requirement of this Standing Offer, a report shall be submitted as follows:

Return to:

Name	Phone Number	E-mail

at:

Dept. Of Fisheries and Oceans
Pacific Biological Station - RPSS
3190 Hammond Bay Rd.
Nanaimo, BC V9T 6N7

BI-ANNUAL REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: _____

REPORT FOR THE PERIOD ENDING: _____

Description of Work	Call up #	Total Billing

NIL REPORT: We have not done any business with the federal government for this period.

PREPARED BY: _____

NAME: _____

SIGNATURE: _____

TELEPHONE NO.: _____

APPENDIX 7 - SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine										2. Branch or Directorate / Direction générale ou Direction									
3. a) Subcontract Number / Numéro du contrat de sous-traitance										3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant									
										Address - adresse									
4. Brief Description of Work / Brève description du travail To supply plumbing and repair services to DFO at the Pacific Biological Station, 3190 Hammond Bay Rd., Nanaimo, BC V9T 6N7																			
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?										<input checked="" type="checkbox"/> X		N o		Y e s					
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?										<input checked="" type="checkbox"/> X		N o n		Y e s O u i					
6. Indicate the type of access required / Indiquer le type d'accès requis																			
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)										No Non		Yes Oui							
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.										<input checked="" type="checkbox"/> X		N o n		Y e s O u i					
6. c) Is this a commercial courier or delivery requirement with no overnight storage?										<input checked="" type="checkbox"/> X		N		Y e					

Solicitation No. - N° de l'invitation

F1744-120031/A

Client Ref. No. - N° de réf. du client

F1744-120031

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-35085

Buyer ID - Id de l'acheteur

pwy011

CCC No./N° CCC - FMS No/ N° VME

S'agit-il d'un contrat de messagerie ou de livraison commerciale **sans** entreposage de nuit?

Non

Ou
i

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada

X

NATO / OTAN

Foreign / Étranger

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions

X

All NATO countries

No release restrictions

Not releasable

Restricted to: / Limité à :

Restricted to: / Limité à :

Restricted to: / Limité à :

Specify country(ies): / Préciser le(s) pays:

Specify country(ies): / Préciser le(s) pays:

Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A

NATO UNCLASSIFIED

PROTECTED A

PROTÉGÉ A

NATO NON CLASSIFIÉ

PROTÉGÉ A

PROTECTED B

X

NATO RESTRICTED

PROTECTED B

PROTÉGÉ B

NATO DIFFUSION RESTREINTE

PROTÉGÉ B

PROTECTED C

NATO CONFIDENTIAL

PROTECTED C

PROTÉGÉ C

NATO CONFIDENTIEL

PROTÉGÉ C

CONFIDENTIAL

NATO SECRET

CONFIDENTIAL

CONFIDENTIEL

NATO SECRET

CONFIDENTIEL

SECRET

COSMIC TOP SECRET

SECRET

SECRET

COSMIC TRÈS SECRET

SECRET

TOP SECRET

TOP SECRET

TRÈS SECRET

TRÈS SECRET

TOP SECRET (SIGINT)

TOP SECRET (SIGINT)

TRÈS SECRET (SIGINT)

TRÈS SECRET (SIGINT)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?

Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité:

No

Yes

N

O

de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category

Catégorie

PROTECTED

PROTÉGÉ

CLASSIFIED CLASSIFIÉ

NATO

COMSEC

A

B

C

CONFIDENTIAL

CONFIDENTIEL

SECRET

TOP

SECRET

TRÈS SECRET

NATO

RESTRICTED

NATO

DIFFUSION

RESTREINTE

NATO

CONFIDENTIAL

NATO

CONFIDENTIEL

NATO

SECRET

COSMIC

TOP

SECRET

COSMIC

TRÈS SECRET

PROTECTED

PROTÉGÉ

CONFIDENTIAL

CONFIDENTIEL

SECRET

TOP

SECRET

Solicitation No. - N° de l'invitation

F1744-120031/A

Client Ref. No. - N° de réf. du client

F1744-120031

Amd. No. - N° de la modif.

File No. - N° du dossier

PWY-2-35085

Buyer ID - Id de l'acheteur

pw011

CCC No./N° CCC - FMS No/ N° VME

TRÈS

SECRET

A

B

C

Information /Assets

Renseignements / Biens

adfgasdf

Production

IT Media /

Support TI

IT Link /

Lien électronique

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No

Yes

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No

Yes

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