



Fisheries and Oceans
Canada

Pêches et Océans
Canada

Contract Services
301 Bishop Drive
Fredericton NB
E3C 2M6

September 17, 2014

RE : Request for Proposal **F5211-140140**

Standing Offer for Inspection, Repair, and Maintenance of Crown Owned Housing – British Columbia

You are invited to submit one (1) signed copy of a proposal to provide services to Fisheries and Oceans Canada. Sealed proposals will be accepted until 2:00 PM Atlantic Time, Tuesday, October 28, 2014. Proposals must be signed and emailed to DFOtenders-soumissionsMPO@dfo-mpo.gc.ca and addressed:

TENDER SUBMISSION – F5211-140140

Standing Offer for Inspection, Repair, and Maintenance of Crown Owned Housing – British Columbia

Any bid received after that time will be considered late. Fax submissions will not be accepted. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Tender documents **MUST** be downloaded from www.buyandsell.gc.ca. Those who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of any resulting standing offer or contract.

For further information, please contact the Contracting Authority, Trudy Scott by email at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca.

The successful respondent(s) will be expected to enter into a Standing Offer in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement on an as and when required basis. It should permit technical evaluation based on the enclosed criteria. The period of the Standing Offer will be from December 1, 2014 to November 30, 2015 with the possibility of two additional one year option periods at the discretion of Fisheries and Oceans Canada. All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the three years.

All questions regarding this request for proposals should be submitted in writing, no later than October 20th, 2014. The department may not be able to respond to questions submitted after that date.

Fisheries and Oceans Canada will not necessarily accept the lowest or any proposal submitted.

Regards

Trudy Scott
Contract Services

F5211-140140

**Standing Offer for Inspection, Repair, and Maintenance of Crown Owned Housing
– British Columbia**

1. Letter of Invitation
2. Offer of Services
3. Instructions to Tenderers
4. General Conditions – Minor Services
5. Terms of Payment
6. Statement of Work
7. Evaluation Criteria
8. General Information
9. Insurance Conditions
10. Ownership of Intellectual Property and Other Property Including Copyright
11. Supplemental Instructions to Bidders – Former Public Servant Certification
12. Personnel Identification Form (PIF)

**Bid Closing Date: October 28, 2014
Time: 2 pm (14:00 Hours) Atlantic Time
Contract/File No: F5211-140140**

OFFER OF SERVICES

REQUEST FOR PROPOSALS FOR:

**Standing Offer for Inspection, Repair, and Maintenance of Crown Owned Housing
– British Columbia**

1. PROPOSAL SUBMITTED BY:

(Complete Name and Address)

2. PERFORMANCE OF WORK

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the services on an as and when required basis.

3. DOCUMENTS

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the Offer of Services, will form part of the standing offer:

1. This Offer of Services duly completed and signed;
2. Document attached hereto or referenced entitled "General Conditions";
3. Document attached hereto or referenced entitled "Terms of Payment";
4. Document attached hereto or referenced entitled "Statement of Work";

5. Document attached hereto or referenced entitled “Insurance Conditions”;
6. Document attached hereto or referenced entitled “Ownership of Intellectual Property and Other Property Including Copyright”;
7. Document attached hereto or referenced entitled “General Information”.

4. DISCREPANCIES

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

5. STANDING OFFER PERIOD

The period of the Standing Offer will be from December 1, 2014 to November 30, 2015 with the possibility of two additional one year option periods at the discretion of Fisheries and Oceans Canada.

6. TENDERED PRICES

SERVICES AND ASSOCIATED COSTS

Bidders will provide two types of hourly rates. Rates are to include all costs such as materials, travel, etc. Rates are exclusive of any applicable taxes.

Inspection & planning rate: includes activities such as inspections, preparing an effective inspection document, creating a comprehensive maintenance plan, or creating specifications and scopes.

Administrative rate: includes activities such as arranging meetings with experts, travel time including travel costs, developing reporting documents, or other administrative tasks.

Rate Type	December 1, 2014 to November 30, 2015	Option Year Dec 1, 2015 to Nov 30, 2016	Option Year Dec 1, 2016 to Nov 30, 2017
Inspection & Planning rate			
Administrative Rate			

Note: if rates are not provided for the option years, they will be considered to be the same as for the initial standing offer period.

7. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

8. SUBMISSION

The Contractor submits herewith the following:

- a) Offer of services duly completed and signed
- b) Proposal
- c) Supplemental Instructions to Bidders – Former Public Servant Certification

9. IRREVOCABLE OFFER

The Contractor submits the offer listed in Article 6 on the full understanding that this Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

10. APPROPRIATE LAW

The Standing Offer or any resulting contract shall be governed by and construed in accordance with the laws in the Province of British Columbia.

11. NO EXPRESS COLLABORATION

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

12. STANDING OFFER

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect an agreement between the Contractor and

the Minister and this Offer of Services and attachments shall collectively constitute the agreement entered into between the Parties.

13. RIGHTS OF THE MINISTER

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

14. REPLACEMENT OF PERSONNEL

14.1 When specific persons have been named in the Proposal or Offer as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.

14.2 If, at any time, the Contractor is unable to provide the services of any specific person named in the Offer, it shall provide a replacement person who is of similar ability and attainment.

14.3 The Contractor shall, before replacing any specific person named in the Offer, provide notice in writing to the Minister containing:

- a) The reason for the removal of the named person from the Work;
- b) The name, qualifications and experience of the proposed replacement person; and,
- c) Proof that the person has the required security clearance granted by Canada, if applicable.

14.4 The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of any resulting Contract.

14.5 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further replacement.

14.6 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Standing Offer or any resulting Contract.

15. ADDENDUM

The Contractor agrees that the following addenda issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their proposal.

ADDENDUM NO.	DATE
_____	_____
_____	_____

This _____ day of _____, 2014.

Contractor's signature _____

16. CONTRACTOR'S ADDRESS

For purposes of or Incidental to the Standing Offer or any resulting contract, the Contractor's address shall be that which is indicated in Article 1.

17. DEPARTMENTAL PERSONNEL

CONTRACTING AUTHORITY

Kim Walker

Materiel and Procurement Services | Services du matériel et des acquisitions

Fisheries and Oceans Canada | Pêches et Océans Canada

301 Bishop Drive | 301 allée Bishop

Fredericton, NB | Fredericton N-B E3C 2M6

Kim.Walker@dfo-mpo.gc.ca

PROJECT AUTHORITY

(To be completed upon contract award)

18. SUPPLEMENTARY CONTRACTOR 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 Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- 18.1 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:

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

- 18.3 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:

- 18.4 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 contractor 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

19. SIGNATURE FOR OFFER OF SERVICES

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 2014.

In the Presence of

For the Contractor

Signature of Witness

Incorporated Company OR

Signature of Witness

Partnership OR

Signature of Witness

Sole Proprietorship / Individual Owner

ACCEPTANCE UPON AWARD

This Standing Offer is executed on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

Accepted on behalf of Her Majesty the Queen in right of Canada this _____ day of _____, 2014.

Signature of Witness

For the Minister of Fisheries and Oceans

Position

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

- 1.1. The terms Proposal, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Proposal.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.
- 3.2. Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

4. OFFICIAL TENDER FORMAT

- 4.1. Tenders must be properly executed and submitted as instructed.

5. REVISION OF TENDERS

- 5.1. Tenders may be revised provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

6. TENDER SECURITY

- 6.1. If specified in the Request for Proposal, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

7. CONTRACT SECURITY

- 7.1. If specified in the Request for Proposal, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

8. INSURANCE

- 8.1. If specified in the Request for Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon award.

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

10. TENDER VALIDITY PERIOD

10.1 Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (60) days following the Tender Closing Time.

10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (60) day period for acceptance of tenders for a further sixty (60) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.

10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

11.1 Incomplete or conditional tenders will be rejected.

11.2 Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.

11.3 In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

12.1. The Department of Fisheries and Oceans reserves the right, before awarding the Offer, to require the successful tenderer to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

13.1. The lowest or any tender will not necessarily be accepted.

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.



GENERAL CONDITIONS MINOR SERVICES

1. In the Contract

- 1.1 “Minister”, “Canada”, “Crown”, “Her Majesty” or “the Government” means Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans and any other person duly authorized to act on behalf of the Minister.
- 1.2 “Contract” means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
- 1.3 “Contractor” means the person, entity or entities named in the Contract to supply goods, services or both to Canada.
- 1.4 “Work”, unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.
- 1.5 “Novation”, means the substitution of a new contract between the same or different parties.
- 1.6 “Enure”, means to serve to the use, benefit, or advantage of a person (variant of “inure”).

2. In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up this Contract, these General Conditions govern.
3. This Contract, including these General Conditions, forms the entire Contract between the Minister and the Contractor, and no variation thereof, irrespective of the wording or terms of the Contractor's acceptance, will be effective, unless specifically agreed in writing by the Minister. No local, general or trade customs shall be deemed to vary the terms thereof.
4. The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

5. Conduct of the Work

- 5.1 The Contractor represents and warrants that it is competent to perform the Work, it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.



5.2 The Contractor must perform the Work diligently and efficiently, except for Government Property, supply everything necessary to perform the Work, use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract, select and employ a sufficient number of qualified people, perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract, and provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

6. Assignment, Novation and Subcontracting

- 6.1 The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
 - 6.2 No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
 - 6.3 Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.
 - 6.4 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.
7. No payment shall be made to the Contractor unless or until invoices and all documents are submitted in accordance with the terms of the Contract and the Contractor, if required to do so, establishes to the satisfaction of the Minister that all materials, parts, work-in-process or finished work in respect of which payment is being made are free from all claims, liens, attachments, charges or encumbrances.
 8. Unless otherwise specified in the Contract, payment shall be made only in Canadian Funds after presentation of the required documents and after delivery of all items and performance of all services required in this Contract. Such payment shall not constitute acceptance of satisfactory completion of the Contract.
 9. All specifications, drawings, patterns, samples and other information furnished to the Contractor in connection with the Contract shall be used solely for the purpose of carrying out the work and for no other purpose except with the consent in writing of the Minister and shall remain the property of the Minister and be returned on request at the expense of the Contractor.



10. The Contract, the specifications and all information issued, used or disclosed in connection with the Work are confidential and may be classified as to the degree of precaution necessary for their safeguarding. The Contractor shall at all times take all measures reasonably necessary, including those set out in any instructions issued by the Minister for the protection of the same.
11. Time shall be of the essence of the Contract and every part thereof, except as may be otherwise provided.
12. The Contractor warrants that no bribe, gift or other inducement has been paid, given, promised, or offered to any official or employee of Her Majesty for, or with a view to, the obtaining of the Contract by the Contractor.
13. No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise therefrom.
14. The Contractor shall comply with all provincial and federal legislation, regulations and policies affecting conditions of work and wage rates, as well as the health and safety of workers.
15. The Contractor must obtain and maintain in good standing all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation and will provide copies thereof to Canada upon request.
16. The Contractor shall be responsible for the health and safety of all persons granted access to the site of the Work and shall comply with all federal, provincial and municipal legislation, policies and procedures respecting health and safety, whichever may be the more stringent, applicable to the performance of the Work.
17. The Contractor shall ensure that every person granted access to the work place conducts himself/herself in a safe manner and has all prescribed safety material, equipment, devices and clothing.
18. The Contractor shall ensure that each person engaged in the Work is properly trained in all necessary safety procedures.
19. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [*Policy on the Prevention and Resolution of Harassment in the Workplace*](#), which is also applicable to the Contractor, is available on the Treasury Board Web site. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the



Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

20. All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
21. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
22. To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.
23. The Minister may at any time by notice in writing suspend the work of the Contractor or any part thereof.
24. This Contract in its entirety or any part thereof may be terminated by the Minister upon written notice. On such termination the Contractor shall have no claim against the Her Majesty for any payment except payment for services performed up to the date of such termination.
25. The Contractor shall keep proper accounts and records of costs and expenditures in connection with this Contract, including paid invoices and shall make them available to the Minister, on request, for audit and inspection at any time.
26. Without restricting any right of set-off given by law, Canada may set-off against any amount payable to the Contractor under the Contract, any amount payable to Canada by the Contractor under the Contract or under any other current contract. Canada may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to Canada by the Contractor which, by virtue of the right of set-off, may be retained by Canada.
27. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the Work or as a result of the Work.



28. The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c.9, s.2, the Conflict of Interest Code for Members of the House of Commons and the Values and Ethics Code for the Public Service cannot derive any direct benefit resulting from the Contract.
29. It is a term of this Contract that during the term of the Contract any persons engaged in the course of carrying out this Contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service (1985), with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Minister.
30. This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.

31. Environmental Considerations

- 31.1 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.
- 31.2 Every effort should be made to purchase products that bear other environmental certification, or use their best judgment to obtain products with the least harmful impact on the environment.
- 31.3 Contractors performing work under this contract must comply fully with the *Canadian Environmental Protection Act*, 1999, the *Canadian Environmental Assessment Act*, the *Fisheries Act* and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Ocean's Standing Orders, Policies and Procedures relating to environmental protection.
- 31.4 Contractors will be fully aware of their obligations as defined under the "*Canadian Environment Protection Act*, 1999" which requires that "A person must take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities".



31.5 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the “*Canadian Environment Protection Act, 1999*” caused by the Contractor or his employees will be fully recovered from the Contractor.

32. Taxes

32.1 Municipal Taxes do not apply.

32.2 Provincial Taxes

- a. Excluding legislated exceptions, federal government departments and agencies are not required to pay any sales tax payable to the province in which the taxable goods or services are delivered. This exemption has been provided to federal government departments and agencies under the authority of one of the following:
 - i. Provincial Sales Tax (PST) Exemption Licence Numbers, for the provinces of:

British Columbia – PST-1000-5001
Manitoba 390-516-0
 - ii. for Quebec, Saskatchewan, the Yukon Territory, the Northwest Territories and Nunavut, an Exemption Certification, which certifies that the goods or services purchased are not subject to the provincial/territorial sales and consumption taxes because they are purchased by the federal government with Canada funds for the use of the federal government.
- b. Currently, in Alberta, the Yukon Territory, the Northwest Territories and Nunavut, there is no general PST. However, if a PST is introduced in Alberta, the Yukon Territory, the Northwest Territories or Nunavut, the sales tax exemption certificate would be required on the purchasing document.
- c. Federal departments must pay the HST in the participating provinces of Newfoundland and Labrador, Nova Scotia, New Brunswick, Ontario and Prince Edward Island.
- d. The Contractor is not exempt from paying PST under the above Exemption Licence Numbers or Exemption Certification. The Contractor must pay the PST on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable provincial legislation), including material incorporated into real property.

32.3 Changes to Taxes and Duties

If there is any change to any tax or duty payable to any level of government in Canada after the bid submission date that affects the costs of the Work to the



Contractor, the Contract Price will be adjusted to reflect the increase or decrease in the cost to the Contractor. However, there will be no adjustment for any change that increases the cost of the Work to the Contractor if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change on its cost. There will be no adjustment if the change takes effect after the date required by the Contract for delivery of the Work.

32.4 GST or HST

The estimated GST or HST, if applicable, is included in the total estimated cost on page 1 of the Contract. The GST or HST is not included in the Contract Price but will be paid by Canada as provided in the Invoice Submission section above. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

32.5 Tax Withholding of 15 Percent

Pursuant to the *Income Tax Act*, 1985, c. 1 (5th Supp.) and the *Income Tax Regulations*, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is a non-resident unless the Contractor obtains a valid waiver. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

33. Payment by Her Majesty to the Contractor will be made:

33.1 in the case of a progress payment other than the final payment, within thirty (30) days following the date of receipt of a duly completed progress claim, or

33.2 in the case of a final payment, or where the Contract specifies payment upon completion, within thirty (30) days following the date on which a duly completed final progress claim or invoice is received according to the terms of the Contract, or within thirty (30) days following the date on which the work is completed, whichever is the later.

33.3 if Her Majesty has any objection to the form of the progress claim or invoice, within fifteen (15) days of its receipt, she shall notify the Contractor of the nature of the objection. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days will only result in the date specified in Articles 26.1 and 26.2 to apply for the sole purpose of calculating interest on overdue accounts.



34. Payment of Interest on Overdue Accounts

34.1 For the purposes of this Section:

"Average Rate" means the single arithmetic mean of the Bank Rates in effect at 4:00 p.m. (Eastern Standard Time) each day during the calendar month that immediately precedes the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"Date of Payment" means the date of the negotiable instrument drawn by the Receiver General of Canada and given for payment of an amount due and payable;

"Due and payable" means an amount due and payable in accordance with the Contract; and

"Overdue" means an amount that is unpaid on the first day following the day upon which it is due and payable.

34.2 The Minister shall be liable to pay the Contractor simple interest at the average rate plus 3 per cent per annum on any amount that is overdue from the date that such amount becomes overdue until the day prior to the date of payment, inclusive. Interest on an overdue amount will not be payable or paid if the payment is overdue less than fifteen (15) calendar days unless the Contractor requests payment of interest.

34.3 The Minister shall not be liable to pay interest if the Minister is not responsible for the delay in payment.

34.4 The Minister shall not be liable to pay interest on overdue advance payments.

35. Certification - Contingency Fees

35.1 The Contractor certifies that it has not directly or indirectly paid, and covenants that it will not, directly or indirectly pay, a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than a person acting in the normal course of the person's duties for which a contingency fee is paid.

35.2 All accounts and records pertaining to payments of such contingency fees shall be subject to this section.

35.3 If the Contractor's certification under this section is false or otherwise erroneous, or if the Contractor does not comply with its covenants under this section, the



Minister may, at his sole option, either terminate the Contract for default in accordance with section 20 or recover the full amount of the contingency fee from the Contractor by way of reduction to the Contract price or otherwise or by set off against any monies owing by Her Majesty to the Contractor under the Contract.

35.4 In this Section:

35.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a federal government contract or negotiating the whole or any part of its terms;

35.4.2 "person" includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c. 44 (4th Supplement) or as may be amended.

36. Lump Sum Payment - Work Force Reduction Programs

36.1 It is a term of the contract that:

36.1.1 the Contractor has declared to the Minister any lump sum payment he received pursuant to any work force reduction program, including but not limited to the Executive Employment Transition Policy, which have been implemented to reduce the public service;

36.1.2 the Contractor has informed the Minister of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based.

37. Liability and Disability Insurance

The Contractor shall, concurrently with the execution of the work, place and maintain at all times during the execution of the work covered by this contract, sufficient Public Liability and Property Damage insurance against personal injuries and loss or damage to property so as to fully cover the Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work. The insurance must provide coverage for all risks that the Contractor may encounter during the execution of the work, including those that may be encountered during work.



The Contractor shall, prior to the commencement of the work, provide proof that all provincial requirement respecting Workers' Compensation legislation of the like has been complied with or provide proof that accident disability insurance in form satisfactory to the Minister has been placed.

38. International Sanctions

- 38.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C. 1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17, or the Export and Import Permits Act, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.
- 38.2 It is a condition of the Contract that the Contractor shall not supply any goods or services to the Government of Canada that are subject to economic sanctions, as described in subsection 31.1.
- 38.3 If, during the performance of the Contract, the addition of a country to the list of sanctioned countries or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance of the Contract by the Contractor, the situation will be treated by the parties as an excusable delay. The Contractor shall forthwith inform the Minister of the situation and the procedures applicable shall then apply.

39. The Code of Conduct for Procurement

- 39.1 The Code of Conduct for Procurement provides that bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the contract. To ensure fairness, openness and transparency in the bidding process, the following activities are prohibited :
- a) payment of a contingency fee by any party to a contract to a person to whom the *Lobbyists Registration Act*, R.S. 1985, c.44 (4th Supplement) applies;
 - b) corruption and collusion in the bidding process for contracts for the provision of goods and services.

By submitting a bid, the Bidder certifies that it meets the above requirements.



Bidders further understand that the commission of certain offences may render them ineligible to be awarded a contract. By submitting a bid, the Bidder declares that it has not committed an offence under section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud committed against her Majesty*) or section 418 (*Selling defective stores to Her Majesty*) of the Criminal Code du Canada, or under 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*.

- 39.2 The Bidders confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 39.3 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it,. With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 39.4 For further information, the Bidder may refer to the following PWGSC site : <http://www.pwgsc.gc.ca/acquisitions/text/cndt-cndct/tm-toe-e.html>

TERMS OF PAYMENT

1. DEFINITION

- 1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

2. BASIS OF PAYMENT

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Standing Offer and any resulting Contract, the Contractor shall receive payment in accordance with Article 6 of the Offer of Services.

3. METHOD OF PAYMENT

- 3.1 Payment to the Contractor shall be made upon completion of work to the satisfaction of the Departmental Representative and upon submission of an invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with a resulting Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Standing Offer or any resulting Contract.
- 3.4 In the event that a Contract is terminated pursuant to the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

4. INVOICE ADDRESS

Except if otherwise specified in the Terms of Payment or in any other document that is part of the standing offer or any resulting contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

The invoice(s) shall be or emailed to DFO Accounts Payable, at the email address indicated in below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

Please indicate if you wish to be paid by cheque or MasterCard.

5. LIMITATION OF EXPENDITURE

The Contractor shall not perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority.

6. INVOICE SUBMISSION

1. Invoices must be submitted in the Contractor's name. 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. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
 - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does 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.

F5211-140140
Statement of Work

1.0 Scope

1.1 Title

Standing Offer for Inspection, Repair, and Maintenance of Crown Owned Housing – British Columbia

1.2 Introduction and Duration

Fisheries and Ocean Canada (DFO), Pacific Region, intends to establish a Standing Offer for the inspection, repair and maintenance, and project management of crown owned housing. The selected contractor will be eligible to conduct business for DFO in the province of British Columbia, Canada. The Standing Offer will be to provide services on an AS AND WHEN REQUESTED BASIS. The successful contractor will participate in DFO projects primarily in remote locations of British Columbia. The period of the Standing Offer will be from December 1, 2014 to November 30, 2015 with the possibility of two additional one year option periods at the discretion of Fisheries and Oceans Canada.

1.3 Estimated Value

The total value of all resulting contracts emanating from an awarded Standing Offer will not exceed \$350,000.00, excluding any applicable taxes. Call ups or resulting contracts against this Standing Offer will not exceed \$50,000.00, excluding tax. The amount of time required for projects may vary greatly depending on the departmental workload and funding.

It should be noted that a Standing Offer to provide services shall be on an as and when required basis. **Standing offers are not a guarantee of business and Fisheries and Oceans Canada (DFO) is not obligated to use these services.**

1.4 Objectives

DFO requires highly qualified professionals to provide technical housing inspection, repair, maintenance and project management services. These services are to ensure the health and safety of employees living in crown owned housing, maintain the integrity of Federal Crown Owned property, and optimize the life cycle of the accommodations. The contractor will be required to provide consulting and advisory services including, but not limited to those listed under section 2.1 below.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The following is a general list of possible tasks to be undertaken. Each call-up or resulting contract will detail the actual services required.

Inspections

Building and site inspection reports, including specifics on structure, interior finishes, building envelope, mechanical, electrical, moisture related issues, energy efficiency, consideration of coastal climates, and recommendations with Class D Estimates and timelines to rectify/remediate problems.

Repairs & Maintenance

- Heating (furnaces, woodstoves, chimneys, ventilation)
- Plumbing (hot water heaters, toilets, bathtub surrounds)
- Millwork (kitchen cabinets, counters)
- Electrical (Design/ layout electrical systems & install circuits)
- Exterior/Structural (siding, flashing, gutters, decks, handrails)
- Interior (drywall, paint, floor & wall coverings)
- Attic (insulate, seal hatches, advanced draft-proof)
- Crawlspace (insulate, advanced draft-proof)
- Roof (strip coverings, replace deteriorated structural members)

Project Management

- Submit a detailed scope of work for each project/task
- Review other contractors' scopes of work and provide advice and cost effectiveness to DFO's project manager
- Assist DFO with coordinating and managing construction plans

Reuse and Recycling

The reuse and recycling of construction and demolition debris in an environmentally and socially responsible manner is critical. Contractors will become versed in various methods of disposal.

The contractor will consider the influence of the scope of work and the specific procedures used on the jobsite to prevent waste. Collaboration between the contractor, sub-contractors, and DFO's project manager will consider:

- Designing to prevent waste
- Planning for waste prevention
- Using construction methods that prevent waste
- Practicing jobsite waste prevention methods
- Purchasing to prevent waste

Successful waste management begins with a good plan that outlines procedures, expectations, results, and the communication of results of the waste diversion efforts. The contractor will:

- Identify materials that will be salvaged, reused, recycled, and disposed of
- Include subcontractors in the plan
- Set expectations and goals
- Calculate potential costs and savings
- Work with local businesses in remote communities

A well developed plan combines good communication with attention to details. Effective implementation will ensure success, maximize benefits, and provide a marketing edge. The contractor will:

- Educate everyone about the program
- Find the space for recycling bins and containers close to point of origin
- Make the effort convenient
- Promote and educate. Treat waste management like a safety program
- Track success and share it

The contractor must be available on short notice, within one working day, for face to face or conference call scope briefings.

The contractor must maintain consistent and clear communication with the DFO project manager by email, telephone, fax, and cell phone. Methods of communication in remote communities can be limited.

The contractor will work cooperatively with other contractors, DFO and personnel from other Federal Government departments or agencies who are involved in the specific project. Review of other contractors' work may be required.

2.2 Ownership of Intellectual Property

Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under this Standing Offer or any resulting Contract will belong to Canada, as it consists of copyright, which does not correspond to computer software or to any documentation pertaining to that software.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities:

Contracting Authority
Kim Walker
Fisheries and Oceans Canada
301 Bishop Dr
Fredericton, NB E3C 2M6
Kim.Walker@dfo-mpo.gc.ca

Project Authority
To be provided upon standing offer award.

3.2 DFO Obligations

DFO will:

- Provide access to departmental documentation in regards to contracting conditions, standards and related policy
- Provide access to Crown Owned Residence e.g. keys
- Provide access to Crown Owned Housing inspection reports as required and as available
- Provide access to Crown Owned Housing remediation reports as related to Health and Safety
- Respond to emails, voicemails and other means within a reasonable timeframe
- Provide financial budgetary information as it relates to managing multi-year maintenance plans
- Provide deficiency lists for each Crown Owned Residence as available

3.3 Contractor's Obligations

The contractor must be appropriately prepared to inspect/mitigate/rectify hazards including, but not limited, to vermiculite, asbestos, mould, rodent feces, wood rot.

The contractor accepts the responsibility to comply with provincial/territorial legislative requirement and industry standards, and ensures that all sub-contractors do likewise. Any resulting contract will be interpreted and governed by the laws in force in British Columbia.

In the event that differences or conflicts arise between legislation, regulations or safety standards that apply to the contract or work being done, the more stringent provisions will be applied and enforced. The DFO project manager shall have the authority to decide which provisions will apply under that specific circumstance.

The Contractor shall obtain all licenses, permits, approvals, and insurance required under the Laws of the Province of British Columbia with regard to its own activity under this Standing Offer.

The Contractor shall be responsible for working within the National Building Code and Canada Labour Code.

3.4 Location of Work, Work site and Delivery Point

The location of work will be in British Columbia but most often within the following areas: Queen Charlotte, Masset, Bella Bella, Bella Coola, Tofino and potentially any other remote areas within coastal BC.

The work will exist on site at the above Crown Housing locations.

Due to existing workload and deadlines, all personnel assigned to any resulting contract must be ready to work in close and frequent contact with the Project Authority and other departmental personnel.

3.5 Language of Work

Services and documents must be provided in English.

3.6 Security Requirements

It is a condition that, prior to performance under any resulting contract, the Contractor and sub-contractors or their employees assigned to the performance of any such contract will be security cleared by the federal government at the reliability level.

3.7 Insurance Requirements

The Contractor shall save harmless the Crown from any liability and have and maintain minimum commercial general liability insurance coverage in the amount of \$2,000,000 per occurrence. The contractor must provide proof of insurance.

The Contractor must maintain adequate insurance coverage for the duration of any and all contract work. Compliance with Insurance requirements does not release the Contractor from or reduce its liability under the standing offer nor any related contracts.

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

During the Standing Offer, the Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

3.8 Call up Procedures

A call up against the Standing Order will be initiated by DFO providing an outline to the contractor at the beginning of a project or task. The contractor will provide an estimate of time/cost and scope of work required to complete the task. When a mutually agreed time/cost has been reached, DFO will authorize the work to proceed with the call up document signed by DFO. Changes to agreed time/cost, if necessary, must be authorized by DFO by a signed amendment to the call up document before carrying out corresponding changes in the work.

**F5211-140140
EVALUATION CRITERIA**

MANDATORY REQUIREMENTS:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The proponent should include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

No.	Mandatory Criteria	Meets Criteria (Yes / No)	Proposal Page No.
M1	Bidders must demonstrate they have successfully provided services similar to those identified in the Statement of Work. To demonstrate their experience, bidders must provide details on three (3) previous projects that have been completed or ongoing within the last ten (10) years from the closing date of this RFP. The project must have included a range of requirements similar to those outlined in the SOW. Bidders must identify: <ul style="list-style-type: none"> • the name of the client; • the period during which the service was provided; • photos • a detailed outline of the services provided; • the result; and • contact names, positions/titles and contact information (telephone numbers, email addresses, etc.) for verification purposes. 		
M2	Contractor to provide proof of: <ul style="list-style-type: none"> ✓ current Government of Canada reliability security clearance ✓ Membership, in good standing, of a recognized professional organization such as ASTTBC (Applied Sciences and Technologists & Technicians of BC) or APEG (Associate of Professional Engineers and Geoscientists of BC). ✓ AScT or CTech designation in the Building, Civil, Electrical or Mechanical disciplines ✓ Certified Property Inspector 		
M3	Provide one (1) example of a standard inspection document which includes recommendations and estimated costs		
M4	Provide a clearance letter from WorkSafe BC that indicates good standing		

RATED REQUIREMENTS:

A proposal with a score less than 70% for the rated requirements overall will be considered non-responsive, and eliminated.

R1 Previous Projects (max 15 points each)

Previous related work	Project 1: Max 15 points	Project 2: Max 15 points	Project 3: Max 15 points
<p>The projects submitted in response to mandatory requirement M1 will be evaluated. Projects will be evaluated based on their demonstration of the Bidders experience in having previously provided services required as described in the statement of work.</p>			

R2 CREDENTIALS OR CERTIFICATIONS (15 points maximum)

a) Certified Electrical Contractor	3 points
b) Wood Energy Technology Transfer certification	2 points
c) Inter-provincial Electrician	2 points
d) Residential Indoor Air Quality (CMHC Program)	2 points
e) Fire Protection Technician	2 points
f) Heating Refrigeration and Air Conditioning Institute residential mechanical ventilation / design	2 points
g) Energy efficiency upgrades (EnerGuide for House Program), R2000 Standard	2 points

R3 APPROACH, METHODOLOGY OR UNDERSTANDING (40 points maximum)

<p>Bidders should describe and/or demonstrate:</p> <p>a) their approach to completing projects using coastal building practices (15 points);</p> <p>b) A sample template of their project inspection document (provided for M3) including recommendations and costs for residential housing projects (15 points);</p> <p>c) Two (2) remediation plans. Each one must assess a different hazard from the following list:</p> <ul style="list-style-type: none">• Asbestos,• Mould,• Rodent feces,• Wood rot, or• Vermiculite <p>(5 points for each plan).</p>	
--	--

Total points (R1, R2, R3): 100 points maximum / Pass = 70 points minimum

Bids MUST receive a rated requirements minimum score of 70%, as a whole in order to be considered technically responsive.

COST EVALUATION (total maximum of 100 points)

Of those proposals determined to be technically responsive, the lowest cost proposal will be awarded the maximum number of points assigned for cost (100 points). The points for cost for the remaining technically responsive proposals will be allocated on a pro-rata basis.

Bidders will provide two types of hourly rates. Rates are to include all costs such as materials, travel, etc. Rates are exclusive of any applicable taxes.

Inspection & planning rate: includes activities such as inspections, preparing an effective inspection document, creating a comprehensive maintenance plan, or creating specifications and scopes.

Administrative rate: includes activities such as arranging meetings with experts, travel time including travel costs, developing reporting documents, or other administrative tasks.

Rate Type	December 1, 2014 to November 30, 2015	Option Year Dec 1, 2015 to Nov 30, 2016	Option Year Dec 1, 2016 to Nov 30, 2017	Rate x %	Blended Rate
Inspection & Planning rate				___ x 0.75	
Administrative Rate				___ x 0.25	
Total Blended Rate					

Note: if rates are not provided for the option years, they will be considered to be the same as for the initial standing offer period.

BASIS OF SELECTION:

The compliant bidder with the highest combined rated criteria points (70%) and price points (30%) shall be selected as the bidder providing best value and recommended for standing offer award.

F5211-140140
STANDING OFFER FOR INSPECTION, REPAIR, AND MAINTENANCE OF CROWN
OWNED HOUSING - BRITISH COLUMBIA

GENERAL INFORMATION

The period of the Standing Offer will be from December 1, 2014 to November 30, 2015 with the possibility of two additional one year option periods at the discretion of Fisheries and Oceans Canada. It should be noted that a Standing Offer to provide services shall be on an as and when required basis. **Standing offers are not a guarantee of business and Fisheries and Oceans Canada (DFO) is not obligated to use these services.**

The Contractor must perform the work in accordance with the Standing Offer and with any resulting Contract.

Bidder Instructions

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting Standing Offer and any resulting contracts.

Bidders should follow the instructions outlined in all documents. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical mandatory, the technical rated and the cost proposal as detailed in the Evaluation Criteria. An evaluation team composed of representatives of DFO will evaluate the bids.

Bidders should include the following information in their bid:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with DFO with regards to:
 - a. their bid; and
 - b. any standing offer or contract that may result from their bid

Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated.

Cost Proposal Instructions

The Bidder must complete the Cost Proposal section in the Evaluation Criteria. Hourly rates are to be all inclusive excluding tax. Bidders must submit their financial bid in Canadian funds.

Enquiries

All enquiries must be submitted by email to the Contracting Authority at DFOtenders-soumissionsMPO@df0-mpo.gc.ca no later than seven calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the section of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable DFO 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

Debriefings

After Standing Offer award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation.

Certifications

Bidders must provide the required certifications to be awarded a standing offer. DFO will declare a bid non-responsive if the required certifications are not completed and submitted as requested. Bidders should provide the required certifications with their bid proposal of their bid. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder 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 bid non-responsive.

Compliance with the certifications bidders provide to DFO is subject to verification by DFO during the bid evaluation period (before award of a standing offer) and after award of a standing offer or any resulting contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a standing offer. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

Certifications to be provided will include:

1. Former Public Servant Certification
2. Security Clearance

Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to experience and work history has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting standing offer.

Insurance Requirements

The Bidder must provide documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a standing offer as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements document.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder 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 bid non-responsive.

The Contractor must comply with the insurance requirements specified in Insurance Requirements. The Contractor must maintain the required insurance coverage for the duration of the Standing Offer and any Contract awarded against it. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contracts.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contracts 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 fourteen (14) days after the date of award of the Standing Offer, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Security Requirements

Contractors must hold a valid Designated Organization Screening (DOS) and the proposed resource(s) must hold a valid reliability status as a minimum, by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC).

No sensitive information can be accessed, processed or stored at the contractor's premises.

Compliance with the mandatory security requirements is the sole responsibility of the bidder.

To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Security and Contracting Unit at Public Works and Government Services Canada in Ottawa; ssi-iss@tpsgc-pwgsc.gc.ca or 1-866-368-4646.

In order for DFO to confirm that your company and the proposed mediator meet the required minimum Security Status, you must complete Form F-1 (Confirmation of Security Status) attached, providing the name of your company and the full name and date of birth for the individual who will be providing the services.

INSURANCE CONDITIONS

SERVICE CONTRACTS

The Vendor shall, at the Vendor's own expense, provide and maintain insurance as indicated hereunder:

1. Definitions

1.1. "Contract" means "Purchase Order".

1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Vendor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Vendor may deem necessary to fulfill obligations under the indemnity section shall be at the Vendor's own discretion and expense.

3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. Proof of Insurance

Within fourteen (14) days after acceptance of the Vendor's tender, the Vendor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Vendor pursuant to the requirements of these Insurance Conditions.

5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. Insured

Each insurance policy shall insure the Vendor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Vendor.

8. Public Liability and Property Damage Insurance

8.1. The Vendor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Vendor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$ 2,000,000.00.

8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Vendor

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor.

Minimum acceptable amount is \$ 2,000,000.00.

10. Tenants Legal Liability Insurance (where applicable)

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a **minimum amount of \$500,000.00.**

Ownership of Intellectual Property and Other Property Including Copyright

Crown to Own Copyright

1. Copyright

1.1 In this section,

“Material” means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

“Moral Rights” has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42.

1.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

1.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

1.4 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

1.5 The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.

1.6 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

1.7 If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS (NON-COMPETITIVE BID SOLICITATIONS FOR SERVICES) - FORMER PUBLIC SERVANT CERTIFICATION

Contracts with 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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 to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? YES () NO ()

If so, the Bidder must provide the following information:

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

A contract for the services of a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee reduction (abatement formula) as required by Treasury Board Policy. This formula is to be applied and the calculation is to be detailed in the bid documents.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Bidder 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;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



APPENDIX "F-1"

PERSONNEL IDENTIFICATION FORM (PIF)
DEPARTMENT OF FISHERIES AND OCEANS CANADA

Contract / file number: FP802-

PROJECT TITLE:

Company Name:	
Address:	
Telephone number:	
Fax number:	
PWGSC file or Certificate #:	

Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Expiry Date:	Meet / Does not met	Comments

CONTRACT - START DATE: _____ END DATE: _____

Supervisor's/Manager's signature: _____ Date: _____

(For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

For Use at Fisheries and Oceans Canada Authorization of Contracting Security Authority

- I approve
- I do not approve based on: _____

Organization Security Authority:

Print name: _____ Signature: _____

Date: _____

