



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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB E3C 2M6

Email - courriel: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR STANDING OFFER**

**DEMANDE D'OFFRES À COMMANDES (DOC)**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> General Maintenance Services for Real Property Safety and Security (RPSS) Gulf Region Nova Scotia (NS) Sites/Locations		<b>Date</b> February 11, 2019
<b>Solicitation No. – N° de l'invitation</b> F5211-180403		
<b>Client Reference No. - No. de référence du client</b> F4709-181539		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à : 14 :00 AST (Atlantic Standard Time)</b> <b>On / le : March 25, 2019</b>		
<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir ci-inclus	<b>Duty – Droits</b> See herein — Voir ci-inclus
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir ci-inclus		
<b>Instructions</b> See herein — Voir ci-inclus		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b>  Hannah State Senior Contracting Officer Fisheries and Oceans Canada <b>Email – courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a>		

<b>Delivery Required – Livraison exigée</b> See herein — Voir ci-inclus	<b>Delivery Offered – Livraison proposée</b>
<b>Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:</b>	
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

The objective of this SOA is to provide and perform Contractor general maintenance works/services that include, but shall not be limited the furnishing of all labour, material, tools, and equipment required to complete all associated general maintenance tasks/works/services pertaining to the Civil, Structural, Plumbing Technologies, and Electrical Technologies, and associated Trades at RPSS GULF Region Sites within the province of Nova Scotia.

One (1) Standing Offer will be issued for this requirement.

Standing Offer Period will be from date of issuance until March 31, 2020 with two (2) one (1) year optional period that may be exercised by DFO.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the

Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), and the Canadian Free Trade Agreement (CFTA).

### **1.3 Security Requirements**

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

### **1.4 Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2018-05-22\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### **2.2 Submission of Offers**

Offers must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

### **2.3 Enquiries - Request for Standing Offers**

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

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

### **2.4 Applicable Laws**

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

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

## **2.5 Mandatory Site Visit**

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at the Canso Canal Site - Bldg 11B Highway 104, Port Hastings, NS on March 1, 2019. The site visit will begin at 13:00 AST.

Bidders must communicate with the Contracting Authority no later than 14:00 AST on February 28, 2019 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 soft copy);
- Section II: Financial Offer (1 soft copy);
- Section III: Certifications (1 soft copy);
- Section IV: Additional Information (1 soft copy).

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

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

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Section 5.2.3.4 Electronic Payment Instruments, to identify which ones are accepted.

If Section 5.2.3.4 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

##### **3.1.2 Exchange Rate Fluctuation**

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

#### **Section III: Certifications**

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



**ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE**

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed hourly rate for each of the resource categories identified. The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Parts 7A, Standing Offer Agreement and 7B Resulting Contract Clauses, of this bid solicitation required to be performed within the province of Nova Scotia;
- b. Travel between the successful bidder's place of business and locations within the province of Nova Scotia; and
- c. The relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

**Initial Offer Period – Contract award to March 31, 2020**

No.	Description: Class of Labour, material or plant	Firm Hourly Rate (A)	Estimated Quantity (hrs) (B)	Extended Total (C) = A X B	
1	During Regular Hours 08:00 – 16:30 Monday to Friday	Certified Carpenter	\$ _____	300	\$ _____
		Certified Electrician/Journeyman	\$ _____	180	\$ _____
		Certified Plumber/Journeyman	\$ _____	180	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____	20	\$ _____
		Certified Cabinet Maker	\$ _____	20	\$ _____
		Certified Mini Excavator w/Operator	\$ _____	20	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____	20	\$ _____
		Certified Backhoe w/Operator	\$ _____	40	\$ _____
		Certified Boom Truck w/Operator	\$ _____	15	\$ _____
		Painter	\$ _____	100	\$ _____
		Labourer	\$ _____	450	\$ _____
2	Outside Regular Hours Monday through Sunday, included all day Saturday, Sunday and	Certified Carpenter	\$ _____	20	\$ _____
		Certified Electrician/Journeyman	\$ _____	30	\$ _____
		Certified Plumber/Journeyman	\$ _____	30	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____	4	\$ _____
		Certified Cabinet Maker	\$ _____	4	\$ _____

	holidays	Certified Mini Excavator w/Operator	\$ _____	4	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____	10	\$ _____
		Certified Backhoe w/Operator	\$ _____	4	\$ _____
		Certified Boom Truck w/Operator	\$ _____	4	\$ _____
		Painter	\$ _____	4	\$ _____
		Labourer	\$ _____	50	\$ _____
3	<b>Emergency Calls</b> Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Carpenter	\$ _____	4	\$ _____
		Certified Electrician/Journeyman	\$ _____	4	\$ _____
		Certified Plumber/Journeyman	\$ _____	4	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____	4	\$ _____
		Certified Cabinet Maker	\$ _____	4	\$ _____
		Certified Mini Excavator w/Operator	\$ _____	4	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____	4	\$ _____
		Certified Backhoe w/Operator	\$ _____	4	\$ _____
		Certified Boom Truck w/Operator	\$ _____	4	\$ _____
		Painter	\$ _____	4	\$ _____
Labourer	\$ _____	4	\$ _____		
4	<b>Materials and Miscellaneous</b>				<b>\$ 66,000.00</b>
	Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates Estimated \$60,000.00 + 10% markup				
<b>Subtotal for Initial Offer Period:</b>					
<b>TAXES (Please insert, as applicable) ____%:</b>					

**Optional Offer Period 1 – April 1, 2020 to March 31<sup>st</sup>, 2021**

No.	Description: Class of Labour, material or plant	Firm Hourly Rate (A)	Estimated Quantity (hrs) (B)	Extended Total (C) = A X B	
1	<b>During Regular Hours</b> 08:00 – 16:30 Monday to Friday	Certified Carpenter	\$ _____	300	\$ _____
		Certified Electrician/Journeyman	\$ _____	180	\$ _____
		Certified Plumber/Journeyman	\$ _____	180	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____	20	\$ _____
		Certified Cabinet Maker	\$ _____	20	\$ _____
		Certified Mini Excavator w/Operator	\$ _____	20	\$ _____

		Certified Skid Steer w/Attachments and Operator	\$ _____	20	\$ _____
		Certified Backhoe w/Operator	\$ _____	40	\$ _____
		Certified Boom Truck w/Operator	\$ _____	15	\$ _____
		Painter	\$ _____	100	\$ _____
		Labourer	\$ _____	450	\$ _____
2	<b>Outside Regular Hours</b> Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Carpenter	\$ _____	20	\$ _____
		Certified Electrician/Journeyman	\$ _____	30	\$ _____
		Certified Plumber/Journeyman	\$ _____	30	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____	4	\$ _____
		Certified Cabinet Maker	\$ _____	4	\$ _____
		Certified Mini Excavator w/Operator	\$ _____	4	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____	10	\$ _____
		Certified Backhoe w/Operator	\$ _____	4	\$ _____
		Certified Boom Truck w/Operator	\$ _____	4	\$ _____
		Painter	\$ _____	4	\$ _____
		Labourer	\$ _____	50	\$ _____
3	<b>Emergency Calls</b> Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Carpenter	\$ _____	4	\$ _____
		Certified Electrician/Journeyman	\$ _____	4	\$ _____
		Certified Plumber/Journeyman	\$ _____	4	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____	4	\$ _____
		Certified Cabinet Maker	\$ _____	4	\$ _____
		Certified Mini Excavator w/Operator	\$ _____	4	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____	4	\$ _____
		Certified Backhoe w/Operator	\$ _____	4	\$ _____
		Certified Boom Truck w/Operator	\$ _____	4	\$ _____
		Painter	\$ _____	4	\$ _____
		Labourer	\$ _____	4	\$ _____
4	<b>Materials and Miscellaneous</b>				
	Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates Estimated \$60,000.00 + 10% markup				<b>\$ 66,000.00</b>
<b>Subtotal for Optional Offer Period 1:</b>					
<b>TAXES (Please insert, as applicable) ____%:</b>					

**Optional Offer Period 2 – April 1, 2021 to March 31<sup>st</sup>, 2022**

No.	Description: Class of Labour, material or plant	Firm Hourly Rate (A)	Estimated Quantity (hrs) (B)	Extended Total (C) = A X B	
1	<b>During Regular Hours</b> 08:00 – 16:30 Monday to Friday	Certified Carpenter	\$ _____	300	\$ _____
		Certified Electrician/Journeyman	\$ _____	180	\$ _____
		Certified Plumber/Journeyman	\$ _____	180	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____	20	\$ _____
		Certified Cabinet Maker	\$ _____	20	\$ _____
		Certified Mini Excavator w/Operator	\$ _____	20	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____	20	\$ _____
		Certified Backhoe w/Operator	\$ _____	40	\$ _____
		Certified Boom Truck w/Operator	\$ _____	15	\$ _____
		Painter	\$ _____	100	\$ _____
		Labourer	\$ _____	450	\$ _____
2	<b>Outside Regular Hours</b> Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Carpenter	\$ _____	20	\$ _____
		Certified Electrician/Journeyman	\$ _____	30	\$ _____
		Certified Plumber/Journeyman	\$ _____	30	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____	4	\$ _____
		Certified Cabinet Maker	\$ _____	4	\$ _____
		Certified Mini Excavator w/Operator	\$ _____	4	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____	10	\$ _____
		Certified Backhoe w/Operator	\$ _____	4	\$ _____
		Certified Boom Truck w/Operator	\$ _____	4	\$ _____
		Painter	\$ _____	4	\$ _____
		Labourer	\$ _____	50	\$ _____
3	<b>Emergency Calls</b> Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Carpenter	\$ _____	4	\$ _____
		Certified Electrician/Journeyman	\$ _____	4	\$ _____
		Certified Plumber/Journeyman	\$ _____	4	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____	4	\$ _____
		Certified Cabinet Maker	\$ _____	4	\$ _____
		Certified Mini Excavator w/Operator	\$ _____	4	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____	4	\$ _____

		Certified Backhoe w/Operator	\$ _____	4	\$ _____
		Certified Boom Truck w/Operator	\$ _____	4	\$ _____
		Painter	\$ _____	4	\$ _____
		Labourer	\$ _____	4	\$ _____
<b>4</b>	<b>Materials and Miscellaneous</b> Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates Estimated \$60,000.00 + 10% markup				<b>\$ 66,000.00</b>
<b>Subtotal for Optional Offer Period 2:</b>					
<b>TAXES (Please insert, as applicable) ____%:</b>					

<b>EVALUATED PRICE</b>	
Subtotal for Initial Offer Period:	\$ _____
Subtotal for Optional Offer Period One:	\$ _____
Subtotal for Optional Offer Period Two:	\$ _____
<b>Total Evaluated Price (Exclusive of Taxes):</b>	\$ _____

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

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

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

**Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>EVALUATION INSTRUCTIONS – CORPORATE MANDATORY CRITERIA</b>		
<p>The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.</p> <p><b>It is mandatory that any past referenced General Maintenance related project, Service Contract, or Standing Offer Agreements (SOA)s of the Bidder must be clearly identified by providing:</b></p> <ul style="list-style-type: none"> <li>• <b>The name of the client organization;</b></li> <li>• <b>Name and phone number of the client’s representative;</b></li> <li>• <b>The period during which the service was provided (month and year);</b></li> <li>• <b>A detailed outline of the service(s) provided – 200 to 500 words; and</b></li> <li>• <b>Size of the client’s facility.</b></li> </ul> <p><b>Please note Bidders must complete the following chart and include with their bid submission.</b></p>		
<b>TABLE A – CORPORATE MANDATORY TECHNICAL CRITERIA</b>		
<b>No.</b>	<b>Mandatory Criteria</b>	<b>Cross-Reference to Proposal (page #)</b>
<b>MC1</b>	<p><b>Company Profile</b></p> <p>The Bidder must submit a company profile which describes the following:</p> <ul style="list-style-type: none"> <li>• Key date(s) (ie. founding date);</li> <li>• Names of key stakeholders (ie. owners, board members);</li> </ul>	

	<ul style="list-style-type: none"> <li>• A description of the service(s) it provides; and</li> <li>• A list and description of general maintenance contracts and/or general maintenance SOAs (Standing Offer Agreements) that included a duration of twenty-four (24) consecutive months or greater.</li> </ul>	
<b>MC2</b>	<p><b>Experience – Recent General Maintenance Services</b></p> <p>The Bidder must have recent* experience performing General Maintenance Services (including installations and construction services) on a daily basis, AND managing trade employees and/or sub-Contractors for a facility of at least 500 sq. meters in size.</p> <p><b>*Recent is defined as within the past twenty-four (24) months of the bid closing date.</b></p>	
<b>MC3</b>	<p><b>Experience – General Maintenance Services</b></p> <p>The Bidder must have been in the General Maintenance services contracting business for at least sixty (60) months from the bid closing date.</p>	
<b>MC4</b>	<p><b>Insurance</b></p> <p>The Bidder must submit a certificate of insurance to validate that it has the necessary coverage of \$5 million dollars (CAD), defined in Annex D INSURANCE REQUIREMENTS.</p>	
<b>MC5</b>	<p><b>Site Visit</b></p> <p>The Bidder must have attended the Mandatory Site Visit on March 1, 2019.</p>	

**EVALUATION INSTRUCTIONS – RESOURCE MANDATORY CRITERIA**

The experience of the Bidder's proposed resources must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

**It is mandatory that any past referenced General Maintenance related project, Service Contract, or Standing Offer Agreements (SOA)s of the Bidder must be clearly identified by providing:**

- **The name of the client organization;**
- **Name and phone number of the client's representative;**
- **The period during which the service was provided (month and year);**
- **A detailed outline of the service(s) provided – 200 to 500 words; and**
- **Size of the client's facility; AND**
- **Company log of hours (Example of Requirements: Name of person or operator, Manufacturer Make/Model of equipment used, Job Name, Description of Works, Job Location, Dates/Hours of Operations, Client Name, etc.)**

**Please note Bidders must complete the following chart and include with their bid submission.**

**TABLE B – RESOURCE MANDATORY TECHNICAL CRITERIA**

No.	Mandatory Criteria	Cross-Reference to Proposal (page #)
<b>MR1</b>	<p><b>Proposed Resources</b></p> <p>The Bidder must submit the names and CVs of proposed resources who will be performing the services over the course of the SOA.</p>	
<b>MR2</b>	<p><b>Trade Certification(s)</b></p> <p>The Bidder must provide proof* that each proposed resource has a Provincial Trade Certification, or equivalent, in his/her respective trade (ie. Journeymen's Certificate, Plumbing Red Seal Certification, etc.) that is valid in the Province of Nova Scotia as further defined below for each category:</p> <p>A) <b>Carpenter</b> – provincial Journeyman Certificate or Red Seal Certificate is required.</p> <p>B) <b>Electrician</b> – provincial Journeyman Certificate or Red Seal Certificate is required.</p> <p>C) <b>Plumber</b> – provincial journeyman certificate or Red Seal Certificate is required. In addition, a Backflow Prevention Device Certificate is required.</p> <p><b>*Proof is considered to be a copy of the trade certification or equivalent (e.g. a letter from the</b></p>	



	<p><b>certification authority) and must accompany each proposed resource's CV and be submitted with the bid.</b></p>	
MR3	<p><b>Bricklayer/Mason/Concrete Works - Experience</b></p> <p>Proposed resources identified as bricklayer, mason or concrete works, must have a minimum of two (2) years of experience that includes a minimum 300 operating hours* per year performing a combination of bricklaying, masonry, and concrete works.</p> <p><b>*The Bidder must provide a company log of hours. Example of Requirements; Name of person, job name, description of works, job location, dates/hours of operations, client name, etc.</b></p>	
MR4	<p><b>Cabinetmaker - Experience</b></p> <p>Proposed resources identified as cabinetmaker requires a minimum of two (2) years of experience that includes a minimum 200* operating hours per year performing cabinetmaking works.</p> <p><b>*The Bidder must provide a company log of hours. Example of Requirements; Name of person, job name, description of works, job location, dates/hours of operations, client name, etc.</b></p>	
MR5	<p><b>Painter – Experience</b></p> <p>Requires a minimum of two (2) years of experience that includes a minimum 400* operating hours per year performing of painting works.</p> <p><b>*The Bidder must provide a company log of hours. Example of Requirements; Name of person, job name, description of works, job location, dates/hours of operations, client name, etc.</b></p>	
MR6	<p><b>Mini Excavator Operator - Experience</b></p> <p>Proposed resources identified as mini excavator operator must have the following:</p> <ul style="list-style-type: none"> <li>• a minimum of two (2) years of experience that includes a minimum 300* operating hours per year for Mini Excavator; AND</li> <li>• must provide a copy of his/her valid Provincial driver's license.</li> </ul> <p><b>*The Bidder must provide a company log of operator hours.</b></p>	

<p><b>MR7</b></p>	<p><b>Skid Steer Operator - Experience</b></p> <p>Proposed resources identified as skid steer operator must have the following:</p> <ul style="list-style-type: none"> <li>• a minimum of two (2) years of experience that includes a minimum 300* operating hours per year for skid steer; AND</li> <li>• must have a valid Provincial driver's license.</li> </ul> <p><b>*The Bidder must provide a company log of operator hours.</b></p>	
<p><b>MR8</b></p>	<p><b>Backhoe Operator – Experience</b></p> <p>Proposed resources identified as backhoe operator must have the following:</p> <ul style="list-style-type: none"> <li>• a minimum of two (2) years of experience that includes a minimum 300* operating hours per year for Backhoe; AND</li> <li>• must have a valid Provincial driver's license.</li> </ul> <p><b>*The Bidder must provide a company log of operator hours.</b></p>	
<p><b>MR9</b></p>	<p><b>Boom Truck Operator – Experience</b></p> <p>Proposed resources identified as Boom Truck operator must have the following:</p> <ul style="list-style-type: none"> <li>• a minimum of two (2) years of experience that includes a minimum 300* operating hours per year for Boom Truck; AND</li> <li>• must have a valid Provincial driver's license.</li> </ul> <p><b>*The Bidder must provide a company log of operator hours.</b></p>	

**4.1.1.2 Point Rated Technical Criteria**

**Point-Rated Requirements**

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

The Bidder **MUST** achieve a minimum score of 70 points overall of the Point- Rated Criteria. Any bid which fails to meet the minimum required score on the Point-Rated Criteria will be deemed noncompliant and given no further consideration.

Bids which fail to obtain the required minimum number of points specified will be declared nonresponsive.

Each point rated technical criterion should be addressed separately.

**EVALUATION INSTRUCTIONS – RATED CRITERIA**

The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

**It is mandatory that any past referenced General Maintenance related project, Service Contract, or Standing Offer Agreements (SOA)s of the Bidder must be clearly identified by providing:**

- **The name of the client organization;**
- **Name and phone number of the client’s representative;**
- **The period during which the service was provided (month and year);**
- **A detailed outline of the service(s) provided – 200 to 500 words; and**
- **Size of the client’s facility.**

**Please note Bidders must complete the following chart and include with their bid submission.**

**TABLE C – POINT RATED CRITERIA**

<b>No.</b>	<b>Rated Technical Criteria</b>	<b>Point Breakdown</b>	<b>Maximum Points</b>	<b>Cross-Reference to Proposal (page #)</b>
<b>R1</b>	<p><b>Experience – Construction and Maintenance</b></p> <p>The Bidder should demonstrate, using project descriptions, that it has more than two (2) years of experience as a construction and maintenance Contractor, managing multi-trade employees and/or sub-contractors for a facility that is at least five hundred (500) square meters in size.</p>	<p>Points will be awarded as follows:</p> <p>25 to 35 months of experience = 10 pts</p> <p>36 to 59 months of experience = 25 pts</p> <p>60 or more months of experience = 35 pts</p>	35	
<b>R2</b>	<p><b>Experience – recent on-demand general maintenance services</b></p> <p>The Bidder should demonstrate, using general maintenance agreements or Standing Offer agreements, that it has recent* experience providing on-demand general maintenance services to private and/or public entities.</p> <p><b>*Recent is defined as</b></p>	<p>Points will be awarded as follows:</p> <p>One (1) General Maintenance Services Agreement or Standing Offer Agreement = 15 pts</p> <p>Two (2) General Maintenance Services Agreements or Standing Offer Agreements = 45 pts</p>	65	

	<b>within the past twenty-four (24) months of the bid closing date.</b>	Three (3) or more General Maintenance Services Agreements or Standing Offer Agreements = 65 pts		
<b>TOTAL EVALUATED SCORE:</b>				
<b>(Minimum 70 points required)</b>				

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price - Offer

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

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture,

appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.3.1 Status and Availability of Resources**

SACC *Manual* clause [M3020T](#) (2016-01-28) Status of Availability of Resources

### **5.2.3.2 Education and Experience**

SACC *Manual* clause [M3021T](#) (2012-07-16) Education and Experience

### **5.2.3.3 Personnel Identification Form**

The Contractor should complete and submit the Personnel Identification Form (PIF) found at Annex "C-1".

### **5.2.3.4 Electronic Payment Instruments**

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

- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International)

### **5.2.3.5 Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### **Definitions**

For the purposes of this clause,

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public

Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

#### **Former Public Servant in Receipt of a Pension**

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

YES ( )                      NO ( )

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

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

YES ( )                      NO ( )

If so, the Offeror must provide the following information:

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

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name of Signatory**

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

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

### **6.2 Insurance Requirements**

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

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

**7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, 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/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide, attached at Annex C;
  - b. *Industrial Security Manual* (Latest Edition).

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E". If some data is not available, the reason must be indicated in the

report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The semi-annually reporting periods are defined as follows:

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

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

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer Award to March 31, 2020.

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2) one-year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **fifteen (15)** days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 7.4.3 Delivery Points

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Hannah State  
Title: Senior Contracting Officer  
Department: Fisheries and Oceans Canada  
Directorate: Materiel and Procurement Services  
Address: 301 Bishop Drive  
Fredericton, New Brunswick, E3C 2M6  
Telephone: 506-429-2622  
E-mail address: [DFOtenders-soumissionsMPO@DFO-MPO.GC.CA](mailto:DFOtenders-soumissionsMPO@DFO-MPO.GC.CA)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be identified at Standing Offer award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

### 7.5.3 Offeror's Representative *(to be identified at Standing Offer award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Identified Users

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

### 7.8 Call-up Procedures

7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:

7.8.1.1 The Technical Authority will provide the Offeror with the following information:

- i. the description of the services required and the location coordinates;
- ii. the schedule deemed acceptable by the identified User, if applicable.

7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B".

7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all

work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.

7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the call-up form PWGSC-TPSGC 942 – Call-up Against a Standing Offer.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

If goods are included in the call-up, the value of the goods portion must not exceed \$25,000.00 (Applicable Taxes included).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (to be filled in at offer issuance) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) Annex E, Standing Offer Reporting;
- j) the Offeror's offer dated \_\_\_\_\_ (to be inserted at Standing Offer Award)

## 7.13 Certifications and Additional Information

### 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### **7.14 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010C \(2018-06-21\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

#### **7.3.2 Delivery Date**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

The Contractor will be paid firm hourly rates stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B".

#### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be inserted at Offer issuance). Customs duties are included) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify



the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### **7.5.3 Method of Payment**

The following methods of payment will apply:

1. *SACC Manual* clause [H1000C](#) (2008-05-12), Single Payment
2. *SACC Manual* clause [H1008C](#) (2008-05-12), Monthly Payment

### **7.5.4 Electronic Payment of Invoices – Call-up**

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International)

## **7.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, and vouchers for all direct expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the following email address:  
[DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca)
  - b. One (1) copy must be forwarded to the Project Authority identified in the call-up.

## **7.7 Insurance Requirements**

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

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

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

## **ANNEX "A" STATEMENT OF WORK**

### **1.0 Title**

#### **GENERAL MAINTENANCE SERVICES FOR REAL PROPERTY SAFETY AND SECURITY (RPSS) GULF REGION NOVA SCOTIA (NS) SITES/LOCATIONS**

### **2.0 Background Statement**

One of Real Property Safety and Security (RPSS) mandates is to provide essential maintenance services for Department of Fisheries and Oceans (DFO) real property assets. Many of the sites/facilities within the RPSS NS Gulf Region are operational sites that provide yearly or seasonal emergency/critical response services to the Canadian public; therefore the complex variety of maintenance, repairs, small construction/renovations, and management tasks are to be considered critical to these site working environments that require continuous professional support for such site works/services.

### **3.0 Objective**

The objective of this SOA is to provide and perform Contractor general maintenance works/services that include, but shall not be limited the furnishing of all labour, material, tools, and equipment required to complete all associated general maintenance tasks/works/services pertaining to the Civil, Structural, Plumbing Technologies, and Electrical Technologies, and associated Trades at RPSS GULF Region Sites within the province of Nova Scotia, as requested on Form CF 942, Requisition: Call - Up Against a Standing Offer, as directed by the Project Authority and specified herein.

### **4.0 Standing Offer Agreement (SOA) Period**

#### **Start & Completion Dates:**

**Start Date:** Upon SOA award

**End Date:** March 31, 2020

#### **Optional Extension:**

Two (2) one (1) year optional periods of twelve (12) months each may be exercised by DFO.

### **5.0 Scope of Work**

The scope of work shall include the provisions of all related/associated resources to perform general maintenance under this Standing Offer Agreement (SOA) for RPSS GULF Region NS Sites to include, but shall not be limited to all labour, materials/components/items, equipment, tools, testing, inspection, permits, certificates, licences, all required associated works/services training, and all other required resources and documentation to perform the required works/services under this SOA or as per drawings/designs, details, specifications, Statement Of Works, Construction Notes, or any other related documents to perform general maintenance tasks/works/services pertaining to the Civil, Structural, Plumbing Technologies, and Electrical Technologies, and associated Trades at RPSS GULF Region Sites within the province of Nova Scotia.

More details of the Scope of Work may be found in Annex "A" – Sections 1 to 5 below.

## 6.0 Departmental Support

The Project Authority will be available to assist in coordinating activities as well as providing leadership and access to data collected from the field throughout the duration of this SOA.

## 7.0 Progress Meetings

The Contractor's resources must attend progress meetings as identified and required by the Project Authority, throughout the duration of the SOA.

## 8.0 Location of Work

Work will be at various DFO RPSS Gulf Region Nova Scotia sites/locations and facilities as indicated in Annex "A" – Section 1: Facilities Description and Definitions.

DFO will not pay for any travel or living expenses incurred from performing the work specified in this SOA.

## 9.0 Language requirements

The Contractor's resources must have an advanced proficiency level in English, in the written, verbal and comprehension areas as described in the table below.

Language Proficiency Grid			
	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>ask and answer simple questions;</li> <li>give simple instructions; and,</li> <li>give uncomplicated directions relating to routine work situations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>fully understand very simple texts; grasp the main idea of texts about familiar topics; and,</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul>
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>sustain a conversation on concrete topics; report on action taken;</li> <li>give straightforward instructions to employees; and,</li> <li>provide factual descriptions and explanations.</li> </ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and,</li> <li>distinguish main from subsidiary ideas.</li> </ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>

<b>Advanced</b>	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"><li>• support opinions, and understand and express hypothetical and conditioned ideas.</li></ul>	<p>A person reading at this level can:</p> <ul style="list-style-type: none"><li>• understand most complicated details, inferences and fine points of meaning; and,</li><li>• have a good comprehension of specialized or less familiar material.</li></ul>	<p>A person writing at this level can:</p> <ul style="list-style-type: none"><li>• write texts where ideas are developed and presented in a coherent manner.</li></ul>
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## 10.0 Travel and Living

The Crown will not reimburse the Contractor for any travel and/or living expenses as part of this Contract.

The following Sections are associated to the Annex "A" Statement of Work

- **ANNEX "A" - SECTION 1: "Facilities Description and Definitions"**
- **ANNEX "A" - SECTION 2: "Safety Requirements"**
- **ANNEX "A" - SECTION 3: "Environnemental Protection"**
- **ANNEX "A" - SECTION 4: "Trade Requirements"**
- **ANNEX "A" - SECTION 5: "Special Requirements"**

## **ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS**

The DFO RPSS Gulf Region has various sites/locations within the province of NS that include, but shall not limit to the following:

1. Canso Canal Site – Bldg 11B Highway 104, Port Hastings, NS; it is the responsibility of the Bidders' to perform verification of sites, site facilities, building systems, measurements, interior/exterior equipment, canal area, and all other information/data required to provide and perform all SOA works/services at the mandatory site visit.
2. There are other various DFO RPSS NS sites/locations within the province of Nova Scotia that includes, but shall not be limited to: office buildings, accommodation buildings, building systems/equipment, out buildings, electrical sub-station buildings, exterior lighting/standards, building generators, garages, warehouses, access roads, signage, parking lots/areas, sidewalks, curbing, path ways, wharves areas, floating docks, water craft slipways, roads and grounds, landscaped areas, treed areas, ditching, fencing, drying racks, camps, lighthouses, communication towers, and other various types of infrastructure with related utilities, equipment, and systems.

### **DEFINITIONS**

942	Call Up Against a Standing Offer Agreement
Add	Make an addition to.
Adjust	Bring components to a more effective relative position.
Assemble	To take apart and put together again.
Balance Load	To balance the three (3) phases and single phase circuits which enter (or leave) the main switchboards, transformers and distribution panel boards, by calculating new and existing loads accordingly.
Breakdown Maintenance	To perform repairs to damaged equipment due to failures.
Check/Inspect	View closely for dirt, foreign substance, lack of lubricant, wear, damage, tightness, tension, alignment, leaks, cracks, spalling, deformation, overloading and settings; and as defined as per manufacture requirements/specifications. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency.
Clean	Scrape, brush, flush and vacuum as required to remove dust, dirt and foreign matters.
Client	DFO RPSS Gulf Region.
Contract Area	The area to be serviced under this SOA is the DFO RPSS Gulf Region NS sites and locations.
Contract Authority	Contract Officer with the Procurement Hub.

Director of Operations	DFO Director of RPSS Gulf Region.
DFO	Department of Fisheries and Oceans Canada
Energy Source	Any electrical, mechanical, hydraulic, pneumatic, chemical, thermal, or other source of energy of potential harm to workers.
Facility	Building or infrastructure associated with DFO RPSS Gulf Region NS sites and locations.
HASP	Health and Safety Plan.
Hot Work	Hot Work includes any welding, cutting of material by use of torch or other open flame devices and grinding which produces sparks.
Infrastructure	The physical and organizational structures and facilities including, but not limited to site systems/equipment, site utilities, buildings, building systems/equipment, standalone systems/equipment, roads and grounds, right of ways, and any other items related to the site or operational requirements.
Instruct	Inform Project Authority of any new operating procedures. Demonstrate and explain purpose, benefit and method of implementing new procedures.
Isolate	To physically prevent the transmission or release of an energy source to machinery or equipment.
Lubricate	Apply oil or grease to joints between moving parts and joints between fixed and moving parts.
Measure	To determine capacity or amount in standard units using an appropriate instrument. Measure condenser and evaporator pressure drop with differential pressure meter or "U" tube manometer. Measure motor overload with instrument approved by overload manufacturer.
Normal Working Hours	Normal Working Hours/Work Day consists of 8 hours per day from Monday to Friday with weekends and statutory holidays excluded; each normal 8 hour work day will correspond to the daily operational hours of the site or sites the Contractor works/services are being performed. The normal 8 hour work day for the majority of the RPSS Gulf Region sites are between 0700 to 1800 hrs. The Project Authority will provide clarification on the operational hours of each site, as site operational hours may change throughout the year due to operational requirements; the RPSS Gulf Region reserves the right to change the Contractor daily 8 hour period and has the final authority throughout the duration of the contract including all option years.
Overtime Hours	Overtime hours are defined as the portion of any shift lasting longer than 8 (eight) hours, or any call out to perform works/services after the Project Authority allocated normal working hour shift period, during weekends, or on a statutory holiday. All overtime shall be approved in advance by the Project Authority.

Paint	Clean, prepare and paint surfaces to paint manufacturer's recommendations with paint and primer recommended by paint manufacturer for applicable surface and use.
Predictive Maintenance	To perform required repairs that has been declared in advance, on the basis of observation, experience and/or scientific reasons.
Preventative Maintenance	To inspect, test and re-condition a system, in order to prevent failures, at regularly scheduled intervals in accordance with specific instructions.
Project Authority	The Project Authority includes the DFO RPSS Gulf Region Project Authority or their representative that is the representative of the department or agency for whom the Work is being carried out under this SOA and is responsible for all matters concerning the technical content of the Work under this SOA.
Prove	Operate and determine if operation produces intended response.
Remove	Take off or away from.
Repack	Fill with packing again.
Repair	Restore to a sound state.
Replace	Restore by removing old components and replacing with new components.
Report	To Project Authority and include in work report, results of inspection and proving, note problems encountered, services required services performed and reading taken.
RP	Real Property/Properties
RPSS	Real Property, Safety and Security
Site Works/Services	All site works and services include, but shall not be limited the furnishing of all labour, materials/components/items, equipment, tools, testing, inspection, permits, certificates, licences, all required associated works/services training, and all other required resources and documentation to perform the required works/services required to complete all associated general maintenance tasks/works/services pertaining to the Civil, Structural, Plumbing Technologies, and Electrical Technologies, and associated Trades at RPSS GULF Region Sites within the province of Nova Scotia, as requested on Form CF 942, Requisition: Call - Up Against a Standing Offer, as directed by the Project Authority.
SOA	Standing Offer Agreement for services on a call up basis; a call up for services based on an as and when services are required.
Shut Down	Take out of services.
Start Up	Return to service.
Tighten	Securely fix in place.



Torque	A predetermined amount of force (work measured in newton metres) determined by a manufacturer and executed with the use of a torque wrench to turn a nut on a bolt, relating to specific equipment or system.
Treat	Act upon with agent.
WHMIS	Workplace Hazardous Materials Information System.
Workers Compensation	Workers Compensation Board of Nova Scotia.

### **Works/Services Included**

1. When there is a requirement for a Trade not listed in this SOA the Project Authority will review the work with the Contractor and authorize a mutually acceptable subcontractor. For invoicing purposes, the Contractor will include with their invoice a copy of the subcontractors invoice for time and materials, plus a 10% mark-up on the cost before taxes.
2. Structural – includes, but shall not be limited interior and exterior works/services of carpenter, painter, overhead doors, cabinet maker, bricklayer, mason/concrete works, roofing, and flooring of interior and exterior works/services. A Nova Scotia Carpenters and trades licenses are imperative.
3. Plumbing Technologies - includes, but shall not be limited to interior and exterior works/services; including above and below ground water and sewer. A Plumbing License and Backflow Prevention Device Certification is Imperative.
4. Electrical Technologies - includes, but shall not be limited to interior and exterior works/services; including above and below ground electrical and entrances. Electrical license is imperative.
5. Civil - includes, but shall not be limited skid steer w/operator, mini excavator w/operator, backhoe w/operator, boom truck w/operator, and a skilled support labour force to assist such works. See operator requirements within ANNEX "A" - SECTION 4 – TRADE REQUIREMENTS.
6. Speciality works/services including, but not limited to asbestos abatement, mould, and pesticide control shall be subcontracted to a recognized certified licenced company by the province having jurisdiction.
7. General Labourers - includes, but shall not be limited to interior and exterior works/services' this will include trades helper.

### **Work Excluded**

1. Major construction and/or renovation/maintenance repairs.

### **Use of Site**

1. Work site access will be as directed by the Project Authority.
2. Movement around the site is subject to restrictions laid down by the Project Authority.
3. The Contractor shall be limited to areas of work and storage; such areas shall be clarified and approved by the Project Authority.
4. The Contractor is responsible to ensure their works/services including materials, tools, personnel,

and job resources do not unreasonably encumber site including interior and exterior work areas.

5. The Contractor is responsible to ensure stored products or equipment do not interfere interior and exterior site operations and works/services of other on site contractors.
6. The Contractor is responsible to ensure site works/services do not interfere or impede with building and/or staff operations; the Contractor must receive 942 Form - Call Up Against a Standing Offer Agreement prior to start of any site works/services; unless such site works/services are considered an emergency. See the definition that constitutes an emergency and the requirements including contractor requirements under title "Emergency and Service Call Up – Para 1, Sub-para a".
7. The Contractor is approved for the usage of basic site utilities, unless the Project Authority deems such usage is above the basic usage of utilities that may or may not increase site utility fees/costs to the crown.
8. The use of site sanitary facilities must be approved by the Project Authority.

### **Emergency and Service Call Up**

1. The Contractor shall maintain and provide DFO-RPSS Gulf Region with current phone, fax, pager numbers as well as e- mail address to be able to provide response to requests for service from the local Project Authority or his alternate on a twenty-four (24) hour, seven (7) day per week basis. The following Work Priorities and Response Times shall apply:
  - a. **Emergency:** A priority of "Emergency" is defined as a deficiency or breakdown that requires immediate attention to reduce the potential for danger to occupants, the general public, the environment, or the facility. Maintenance identified with this priority must be responded to immediately and must be reported without delay to Project Authority or their designated Representative by the Contractor.

#### **Standard Response Times On site: Max 1 hour**

- b. **Routine:** A priority of "Routine" is defined as essential maintenance requirement which should be rectified at the earliest possible opportunity. It is considered as deficiencies or breakdowns that do not impair current operations or pose any danger to the occupants, the general public, the environment or the facility.

#### **Standard Response Times On site: Maximum 2 hour**

### **Contractor's Responsibilities**

1. The Contractor requires a 942 Form – Call Up Against a Standing Offer Agreement for this SOA that is signed by the Project Authority prior to responding and performing any site works/services/inspections/testing with the exception of emergencies, emergencies can be performed immediately that will be followed up with a 942 Form.
2. The Contractor will advise the Project Authority of the telephone number(s) at which the Contractor representative can be contacted on a twenty-four (24) hour, seven (7) day per week basis during regular working hours and for after hour call outs including emergencies.
3. The Contractor shall not refuse any call up against this SOA for services requested by the Project Authority that is within this SOA requirement.

4. The Contractor is responsible to ensure all employees report to the person in charge at each site prior to starting interior or exterior works and shall enter all required information into the RPSS Gulf Region Sign In/Out Sheet; the Contractor employees shall sign out prior to leaving the job sit. All Contractor employees must sign out when leaving the site for any reason (i.e. leave site to pick up a part/tool/work related item) in case there is an emergency (i.e. a site fire) in their absence; thus allowing each person on site to be accounted for; on their return shall sign in.
5. The Contractor, when requested by the Project Authority for an emergency service, will proceed to the site, repair to working order, protect the system or equipment and surrounding area from further damage, and ensure the area is safe. When the system has been made safe, the Contractor shall provide, within one (1) working day, a detailed account of the emergency, the extent of damages, and method of additional required repairs; the Contractor will provide a detailed estimate of additional required repairs if such repairs are within this SOA requirements.
6. The work covered by this SOA may include a planned shutdown schedule for maintenance works/services, inspections, and/or testing. All related shutdown works/services shall be captured on the RPSS Gulf Region Log In/Out Sheets; where there are multiple personnel and trades the Contractor shall attach a daily timesheet to the daily RPSS Gulf Region Log In/Out Sheets that will account for each employees name, their position/trade, time in, time out, and the total pre-approved daily hours worked; these Contractor completed daily sheets will be given to the Project Authority at the conclusion of the shutdown - during the final inspection. The Project Authority has the right to implement a scheduled shutdown schedule at any time during this SOA period including all the option years of this SOA.
7. Prior to the start of works/services in relation to this SOA, the Contractor shall provide detailed list personnel performing works/services and their position/trade that is complete with proof of their qualifications.
8. The Contractor is responsible to ensure all required shop drawings are to be submitted and approved by the Project Authority prior to the start of replacement or new works/services.
9. The Contractor is responsible to ensure all site works and related works will be completed in a manner to provide and implement environmental protection methods/controls/preventions on the work site and for the surrounding areas including nearby waterways during the lifecycle of the project.
10. Contractor must ensure all works/services are performed in accordance to all related manufacture specifications/installation instruction manuals; and must comply with federal, provincial, local codes/regulations; whichever is more stringent.
11. The Contractor is responsible to provide a secondary means of utilities when related works may cause a disruption/interruption to any site utilities or mechanical operations.
12. The Contractor is responsible to ensure the infrastructure and facilities are water/weather tight throughout the life cycle of all call outs for works/services against this SOA; including the period during any final inspections.
13. The Contractor is responsible to ensure the provisions of special coverings and protection must be provided to protect plants, walls, projections and adjacent work where materials are being removed, installed or hoisted.
14. The Contractor is responsible to ensure the protection of facility/building/infrastructure, building components, building systems, and facility furnishings/items/equipment from being damage during execution of this SOA and any optional years of this SOA.

15. The Contractor is responsible for repair, reinstatement, and sealants of walls, ceilings, any building components, and building finishes that are as of result to works/services; this also includes all interior and exterior compromised site components/items/materials including grounds works.
16. The Contractor is responsible to ensure where new work connects with existing and where existing work is altered, cut, patch and make good to match existing work.
17. The Contractor shall exercise care/precautions to ensure against damages to existing conditions such as site facilities, structures, building components/items, utilities, landscape/grounds/roads, adjacent property, and construction of contiguous work; any damages deemed by the Project Authority to be a result of the Contractor's works/services/operations must be repaired, replaced, or corrected to the meet the Project Authority required standard.
18. The Project Authority will clarify any Contractor concerns, questions, or discrepancies; however this does not alleviate the Contractor from their responsibilities and meeting all federal, provincial, and local codes/regulations/standards/rules/acts/etc.
19. The Contractor will ensure that all construction equipment is in good working order and careful maintenance and monitoring of all equipment be carried out to minimize the risk of spills or leaks of petroleum-based products.
20. The Contractor is responsible to ensure all materials and tools delivered to the jobsite shall be bundled and secured when stocked until used. The client will not be responsible or liable for any equipment, material, tools, or any other Contractor/Contractor's employees/subcontractor items during transfer or when on site. All material and tool departing the jobsite shall be bundled and secured; this includes items/materials for disposal.
21. The Contractor will be responsible to effectively plan and implement dust control measures and cleaning activities as an integral part of all works/services activities.
22. The Contractor is responsible to ensure workmanship must be the best quality executed by workers experienced and skilled in the respective duties for which they are employed.
23. The Contractor is responsible to ensure workmanship will be of a uniformly high standard and in accordance with generally accepted trade practice.
24. The Contractor will be responsible for keeping the work-site and surroundings clean at all times from construction debris and garbage; the site must be cleaned at the end of each work day.
25. On completion of all work, the Contractor will remove all surplus material, tools, equipment and debris. The building and site must be left in a clean and tidy condition which meets the satisfaction of the Project Authority. The Contractor will not remove any salvageable material or equipment from the job site without permission from the Project Authority.
26. The Contractor is responsible to ensure all workers shall be professional and properly attired for their trade and according to all work activities to be performed.
27. The Contractor is responsible they do not employ any unfit person or anyone unskilled in their required duties. The Project Authority reserves the right to require the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.
28. Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Project Authority whose decision is final.
29. The Contractor shall ensure all employees, while engaged in the fulfillment of the contract, be clean

and well-groomed in personal appearance as directed by the Project Authority.

30. The Contractor shall ensure all workers shall be furnished with the proper tools, protection, and training for the work of their trade; all tools, equipment, and work items must be inspected daily by a certified/trained person to ensure each meets all standards and are in a good safe working order.
31. The Contractor is responsible to satisfy the Project Authority that he/she has adequate and qualified staff to perform the works/services within this SOA.
32. All 'Means & Methods' for performing all related Works/Services shall be included by this Contractor.
33. The Contractor will provide to the Project Authority - an electronic English copy on a USB (Universal Serial Bus) Flash Drive/Stick of all component manufacture specification manuals, maintenance manuals, installation manuals, warranty registration forms on parts, and Contractor labour warranty. This will be a condition and part of the final inspection and closing for final payment approval of invoices.
34. The Contractor is responsible for disposal of all debris that are related to works/services provided in relation to this SOA; where the word "disposal" is described, it means haul off to an approved/certified disposal facility according to Local, Provincial or Federal regulations whichever is more stringent.
35. The Contractor is responsible to provide a means for disposal of material and items on site and to dispose at offsite certified disposal sites. Placement of any disposal containers onsite requires prior approval from the Project Authority.
36. At the request of the Project Authority, the Contractor is responsible to provide documentation/slips for the disposal of materials and items to an approved facility according to Local, Provincial or Federal regulations whichever is more stringent. The Contractor is responsible to provide these documents/slips to the Project Authority via email PDF scanned attachment; payment requirements are on condition of reviewing and approval of such documents/slips. Disposal slips will be provided to the RPSS PA on an as required basis.
37. The Contractor will ensure that all waste material will be disposed of in an environmentally responsible manner, and in accordance with provincial, territorial, municipal legislation; whichever is more stringent. Do not bury rubbish and wasted materials.
38. The Contractor shall ensure they do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
39. Electrical lock out and tag out procedures are to be strictly adhered to. Records of tags are to be made available for viewing upon request by the Project Authority or their designated RPSS Representative or local authority having jurisdiction.
40. The Contractor is responsible to ensure whenever the Contractor uses subcontractors, they too must perform to and comply with all requirements of this SOA.
41. The Contractor will furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc, as may be required for the proper execution of the work. All temporary structures will require the approval of the Project Authority.
42. Temporary structures erected by the Contractor will remain their property and will be removed by them from the site on completion of the work; or may be discontinued by Project Authority at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services.

### **RPSS Gulf Region Site Log In/Out Sheets and Invoices**

1. The Contractor shall include a detailed work description and the corresponding 942 Form - Call Up Against a SOA Number on the applicable invoice; and shall complete in full, the RPSS Gulf Region Site Log In/Out Sheet for each call up.
2. Payment may be withheld until such time that all invoices have been received including work description details with corresponding 942 Call Up Against a SOA Number/Work Order Number/Purchase Order Number, and also completed RPSS Gulf Region Site Log In/Out Sheet for each call out/job has been compared to corresponding invoice. The Project Authority or their designated representative has the authority to deny payment in full due to incomplete invoices and/or failure to complete Site Log In/Out Sheet for each call out/job in full.
3. The Contractor is responsible to complete the following information in the RPSS Gulf Region Site Log In/Out Sheet for each call up/job. **NOTE:** RPSS will have to develop a Site Log In/Out Sheets and place in a binder at each site that includes:
  - 1) Site Location.
  - 2) Log In Date/Time.
  - 3) Log Out Date/Time.
  - 4) Total Hours On Site:
  - 5) Building/Room.
  - 6) SOA #/942 Call Up #/WO #/PO #.
  - 7) Company Name/Employee Name/Employee Position-Trade.
  - 8) Work Description (include call out request deficiency, description of work performed to repair deficiency, parts/material replaced to correct deficiency, & any other pertinent info that effects the total costs).
  - 9) The Project Authority pick-up RPSS Gulf Region Log In/Out Sheets from the binder at the end of each month to compare to invoices.

### **Codes and Legislated Requirements**

1. Perform work in accordance with the National Building Code of Canada (NBC) and any other code of provincial or local application. Latest Edition unless otherwise specified.
2. The Contractor shall work to meet or exceed requirements of specified standards, codes and referenced documents. In event of conflict between any provisions of above authorities, the most stringent provision will apply.
3. The following Codes and standards in effect at the time of award are subject to change/revision; the latest editions and/or amendments of each shall be enforced during the term of the Contract (in the event of conflict between Federal, Provincial, or Municipal codes, standards, and/or regulations, the most stringent will apply):

### **Taxes**

1. Pay applicable Federal, Provincial or Municipal taxes.

### **Existing Services**

1. The Contractor is responsible to protect and maintain existing active services.

2. The Contractor is responsible to ensure any connections to existing services do not interrupt, impede, or disturb site, facility, systems, equipment, or site personnel operations.
3. The Contractor is responsible to provide all temporary services to complete works/services and will solely incur all associated costs,
4. Supply of temporary services by RPSS/DFO is subject to RPSS/DFO requirements and may be discontinued by Project Authority at any time without notice or acceptance of any liability for damage or delay caused by such withdrawal of temporary services
5. The Contractor is approved for the usage of basic site utilities at no cost, unless the RPSS Gulf Region Project Authority or their designated representative in their estimation deems the usage of utilities may or may not increase site utility fees/costs to the crown.
6. Any shutdown to execute works/services must first be approved by Project Authority.
7. The Contractor is responsible to ensure that capacity of services is adequate prior to imposing additional loads; connecting and disconnecting is at the expense of the Contractor's expense.
8. The Contractor is responsible to inform the Project Authority immediately of any code violations or required repairs which could pose a hazard to employees or building occupants.
9. When connecting to or disconnecting from an existing electrical system, the Contractor is responsible to ensure there is a balanced load upon completion of work.
10. It shall be the sole responsibility of the Contractor to ensure that all distribution panel directories are brought up to date upon completion of any modifications or alterations to the electrical distribution system.

### **Materials and Equipment**

All replacement and new parts/equipment/components/items shall be approved by the Project Authority prior to their installation; shall conform to "**Codes and Legislated Requirements**" above.

1. The Contractor will not make any change in the design and installation of equipment and materials without prior written approval of the Project Authority.
2. Material and parts used will be those specified by the manufacturer of the equipment and any other material will require the approval of the Project Authority.
3. Provide material and equipment of specified design and quality, performing to published ratings and for which replacement parts are readily available.
4. All replaced parts and materials not under warranty, whether serviceable or unserviceable will be left on site for inspection by the Project Authority on completion of the work; the Contractor shall ensure such parts and materials are handed directly to the Project Authority to avoid loss or misplacement.
5. All manufactured articles, materials, and equipment will be applied, installed, connected and used as specified by the manufacturer.
6. Requests for acceptance of material other than those specified will be submitted in writing to the Project Authority. The request must be supported with sufficient product information to enable the Engineer to make an assessment
7. If, in an emergency, the Contractor installs parts other than those specified, they will be replaced

with specified parts before claiming payment, but no claim for other than specified parts will be made.

8. Equipment and materials to be in new condition, CSA certified, ULC Standard, and manufactured to standard quoted.
9. Where there is no alternative to supplying equipment which is not CSA certified, ULC Standard, obtain special approval from an authorized independent testing agency recognized by the provincial Department of Labour.
10. Use products of one manufacturer or same type as existing, including classification, unless otherwise specified by the Project Authority.
11. Request direction from Project Authority prior to replacing any component.
12. Unless otherwise specified, comply with manufacturer's latest printed instructions for materials and installation methods.
13. Deliver, store, and maintain materials with manufacturer's seals and labels intact.
14. Store materials in accordance with manufacturer's and supplier's instructions.
15. Do not store materials on-site without Project Authority's approval.
16. DFO- RPSS Gulf Region accepts no responsibility for materials or equipment stored on-site.
17. The Contractor shall be responsible to provide shop drawings in an electronic email to the Project Authority for approval prior to performing works/services; the shop drawing information will include, but shall not be limited to:
  - 1) Manufacturer Name.
  - 2) Manufacturer Equipment/Product/Item Name.
  - 3) Manufacture Specifications.
  - 4) Manufacturer Installation, Operational, and Maintenance Manuals and Instructions.
  - 5) Any other required information, data, or documentation identified by the Project Authority.
18. The Contractor is responsible to identify all newly installed and replaced equipment/items to the Project Authority and provide related information in an electronic email or deliver on a USB Drive that includes, but shall not be limited to:
  - 1) Manufacturer Name.
  - 2) Manufacturer Equipment/Product/Item Name.
  - 3) Model Name,
  - 4) Serial Name.
  - 5) Manufacturer Specifications.
  - 6) Manufacturer Installation, Operational, and Maintenance Manuals and Instructions.
  - 7) Any other required information, data, or documentation identified by the Project Authority.
19. Guarantee: The Contractor will guarantee all materials and workmanship for a period of one year or the manufacturer's guarantee, whichever is longer, after acceptance by the Project Authority. Any defects which may develop during this period will be rectified and made good to the satisfaction of the Project Authority, by the Contractor at their own expense



20. Where the Contractor supplies equipment purchased from a supplier or manufacturer, the Contractor shall obtain from the manufacturer or supplier, a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in right of Canada.

### **Work Done By Other Means**

1. This SOA does not create an exclusive right of the Contractor to perform all works/services, which might be required. The DFO RPSS Gulf Region reserves the right to have any work done by other means.

### **Workmanship**

1. Workmanship is inclusive of all requirements listed in "**Contractor's Responsibilities**" above.
2. All equipment panels and control covers must be replaced and property fitted utilizing all fastening screws and/or bolts according to equipment design. All workmanship is subjects to inspection and approval.
3. All work shall be performed by skilled tradespeople and supervised by a competent supervisor at all times.
4. All work deemed unsatisfactory by the Project Authority will be redone / replaced at no extra cost to the Department.

### **Meetings**

1. Immediately upon receipt of award of Contract Agreement, the successful Contractor will contact the Project Authority to arrange a pre-SOA Award meeting prior to commencement of any works/services.
2. Attend meetings held at site when notified by Project Authority.

### **Drawing and Maintenance Manuals**

1. The Contractor is responsible to provide electronic scanned PDF and paper copies of documents to the Project Authority including, but shall not be limited to manufacturer specifications, maintenance manuals, installation manuals, operation manuals, specifications, drawings, details, and any other required information, data, or documentation identified by the Project Authority for new or replacement works/services, systems, and equipment.
2. Additions, relocation, or removal of equipment are to be recorded, dated, and initialed by the Contractor to the Project Authority for design changes on the "as-built" drawings and details.
3. As-built drawing are to be revised prior to works/services that may cause or indicate any deviations drawings.

### **Site Security**

1. All security requirements will be identified and deemed necessary by DFO-RPSS Gulf Security Officer and by the Project Authority.
2. Any work that may disrupt the operations of the occupying clients will be carried out

after normal building operational hours. For all work carried out after normal building operational hours, the Project Authority will determine acceptable building security.

### **Security Clearance**

1. The Contractor shall submit his/her name and the names of all employees, including new employees engaged during the Contract who will be working under this Contract to the Project Authority immediately following notification of Contract award.

## **ANNEX "A" - SECTION 2 - SAFETY REQUIREMENTS**

### **Compliance Requirement**

1. Comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
2. Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended from time to time.
3. Observe and enforce construction safety measures required by the following statutes and authorities:
  - a) The National Building Code of Canada, Part 8;
  - b) The National Fire Code of Canada;
  - c) Workers Compensation Board of Nova Scotia;
  - d) Municipal Statutes and Ordinances.

### **Submittals**

1. **Prior to Award:** The Contractor must provide (within seven (7) calendar days from award of SOA):
  - a. Certification letter of good standing from Worker's Compensation Board.
  - b. Signed statement by Owner of company that the company will maintain Worker's Compensation Board coverage for the life of the Contract, including subcontractor
2. **Before Work Begins:**
  - a. A copy of the company's site-safety plan.
  - b. The Contractor and his/her personnel must adhere to the Federal Government "NO SMOKING" Policy while in Federal facilities and/or Scent Free Policy if applicable.

### **Training**

1. **Before Work Begins:** The Contractor must provide:
  - a) Certification of training for safety for all personnel that will be involved with the Works/Services. Updated list complete with licenses shall be kept on site including personnel changes.
  - b) Training for workers shall include (but not limited to):
  - c) Safe operation of tools and equipment.
  - d) Proper wearing and use of personal protective equipment (PPE).
  - e) Safe work practices and procedures of their given work tasks or function.
  - f) Site conditions and minimum site safety rules.

### **Disciplinary Procedures for Safety Violations**

1. Contractors shall have their own written disciplinary procedures for violation or noncompliance of work site safety rules and regulation. However, the HUB will take the following actions in the event it is notified of a safety violation.
  - a) **First Violation:** Verbal warning issued to the Contractor for the first violation of a safety regulation, rules, policy and procedures –. (Violation

will be documented on contract file, copy to Contractor and Project Authority).

- b) **Second Violation:** Written warning issued to the Contractor for the second violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Contractor and Project Authority).
- c) **Third Violation:** A third violation of a safety regulation, rules, policy and procedures may result in the termination of the contract with a recommendation to the Contracting Authority that the Contractor be denied access to future SOA/SC(s). (Documented to contract file, copies to Contractor and Project Authority).
- d) **Serious Violation:** For a serious violation of a safety regulation, rules, policy and procedures as deemed by a Regulator, Project Manager or Safety Officer a recommendation will be made to the Contracting Authority to immediately terminate the SOA/SC(s). (Violation documented on contract file, copies to Contractor and Project Authority).
- e) **Charges Laid or Guilty Determination by Courts:** Infractions of safety regulations, rules, policy and procedures that result in charges being laid by a Regulator against the Contractor or the Contractor being found guilty by the courts may result in that Contractor being denied access to future contracts.

### **Asbestos**

1. Within the confines of the site, the provision of products containing fibrous asbestos materials is prohibited.
2. Demolition or disturbance of spray or trowel-applied asbestos can be hazardous to health. Should material resembling spray or trowel-applied asbestos be encountered in the course of work, stop work and notify Project Authority immediately. Do not proceed until written instructions have been received from Project Authority.
3. Trained licensed personnel required for Asbestos Management.

### **Fastening Devices Explosive Actuated**

1. Explosive actuated devices shall not be used, until approved by Project Authority; if approved, the Contractor will provide proof of such device certification to the Project Authority.

### **Hot Work**

1. The Contractor must submit a Hot Work Permit format to the Project Authority for approval (14) fourteen days after the award of this SOA. All hot work activity, as defined in "Definitions" of this specification, is to take place with written permission from the Project Authority (Hot Work Permit). The Contractor is responsible to submit a Hot Work Permit within 48 hrs of scheduled Hot Works to the Project Authority for approval.
2. The ventilation system in the area of any Hot Work activity is to be isolated to prevent migration of fumes/smoke and to reduce any possible spread of

fire to other areas of the facility.

3. Contractor is to employ an employee trained in the use of fire extinguishers as fire watch during any Hot Work for a minimum of 60 m(2) two hours after activity has ceased; the Project Authority has the authority to decrease or increase the timeframe of the fire watch after hot work completion.

### **Confined Spaces**

1. The Contractor will provide a copy of their Confined Space Certification to the Project Authority, upon request.
2. All work in confined spaces will be carried out in compliance with the Canada Occupational Safety and Health Regulations Part XI.
3. The Contractor to provide and maintain all equipment as required by any person to enter and/or perform work in a safe manner, in compliance with the Canada Occupational Safety and Health Regulations, Part XI.
4. The Contractor to provide and maintain training, as required by the Canada Occupational Safety and health Regulations. Part XI.
  - a) The Contractor and/or his employees shall provide proof of training and qualifications when requested by the Project Authority.
5. The Contractor to provide the Project Authority with a copy of an "Entry Permit" for each and every entry into the confined space to ensure compliance with the Canada Occupational Safety and Health Regulations, Party XI.
6. The Contactor to have a hazard assessment of the confined space performed.
  - a) The Contractor to provide the Project Authority with a copy of the hazard assessment.

### **Fall Protection**

1. All work carried out above the mandatory height restrictions. from unguarded structure and/or scaffolding, will be done in compliance with the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10.
2. The components of a fall protection system shall meet the standards as outlined in the Canada Occupational Safety and Health Regulations, Part XII, Section 12.10 (2).
3. The Contractor is to ensure fall protection equipment is maintained, inspected and tested by a qualified person as required by the Canada Occupational Safety and Health Regulations, Part XII, Section 12.3.
4. All working at heights and fall arrest must meet Workers Compensation Board of NS standards/requirements.
5. All personnel working at heights shall be qualified in the use of fall arrest equipment and be able to show proof, upon request, of this qualification.

## Safety Plan

1. The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the requirements of the Provincial Occupational health and Safety Acts. The Project Authority shall instruct the Contractor where the Federal Standards apply.
2. Prior to commencing site work/service activities, the Contractor must develop and submit a completed Bilingual (English/French) written site specific Health and Safety Plan (HASP) that is specific to the site works/services to be performed under this SOA for approval by the Project Authority. Each HASP will be amended throughout the duration of this SOA as required by the Project Authority. The HASP shall include the following titles and information, but shall not be limited to:
  - 1) Site Specific Hazard Assessment: Conduct a Site Specific Hazard Assessment and List of individual health risks and safety hazards identified by hazard assessment process; this includes potential health risks and safety hazards that are based on type of site works/services/activities, site location, site conditions, adjacent site conditions, the local environment, and all other related factors/conditions.
  - 2) Safety Measures/Controls: Engineering controls, personal protective equipment and safe work practices used to mitigate hazards and risks listed under "Safety Plan 2.1) Site Specific Hazard Assessment" of this document".
  - 3) Emergency Response Plan: Plan standard operating procedures, evacuation measures and emergency response in the occurrence of an accident, incident or emergency; this must include a site related Muster Point. Include responses to all hazards and risks listed in "Safety Plan 2.1) Site Specific Hazard Assessment and 2.2) Safety Measures/Controls "of this document and evacuation measures to complement the Site existing Emergency Response and Evacuation Plan.
  - 4) List Names and Telephone Numbers of officials to contact including: telephone numbers must be current, operational at all times, and must be available at all times; it is the responsibility of the Contractor to ensure phones/cell phones are charged and operational at all times during site related works/activities. It is the Contractor's responsibility to notify all site personnel and the Project Authority immediately of all changes of listed personnel in the listed positions and any changes of contact telephone numbers; all changes must be immediately updated on the HASP and have all site personnel sign the revised updated HASP. All listed personnel must be qualified and trained for their listed positions and in accordance with Federal, Provincial, and local codes/regulations/standards/acts; in any case of conflict or discrepancy, the more stringent requirements will apply. This list shall include the following information, but shall not be limited to:
    - (1) Contractor Company Info.
    - (2) Contractor Company HSE Representative.
    - (3) Contractor First Aid qualified personnel and there position/trade..
    - (4) Federal, Provincial, and local emergency response/resource organizations emergency telephone numbers (i.e. Fire, Ambulance, Police, Poison Control, Department of Environment, Department of Natural Resources, Emergency Spill Response, Provincial Gas Company, Provincial Power Company, Municipal Utilities – Water/Sewer/Gas/Electrical/etc, Provincial Construction

Safety Association, etc).  
(5) DFO Gulf Region Project Authority.

- 5) Site Communications: Procedures used on site to share work related safety issues between workers, subcontractors, and General Contractor; examples can be a combination of, but not limited to the Site Orientation Meeting for all site workers, Daily Tool Box Safety Talks, Site Specific Safety Orientation Meeting for all new site personnel, Contractor Onsite Safety Board, and an Identified Communication List.
  - 6) The HASP format and available information must be inclusive when submitted for approval to the Project Authority.
  - 7) Each approved HASP will be signed by all on site workers/personnel including Contractor personnel, subcontractor personnel; **each site HASP will be included on Contractor's initial Site Specific Safety Orientation Meeting prior to the start of works/services for this SOA.**
3. The Contractor is responsible to implement and carry out an Initial Hazard Assessment prior to the commencement of site works/activities as stated in this document. The Contractor is responsible to implement and carry out Ongoing Site Specific Hazard Assessments throughout the duration of this SOA identifying new or potential health risks and safety hazards not previously known; as a minimum carried out when scope of work change, working in confined spaces, and any hazardous works/services. All on site personnel must sign and date Site Specific Hazard Assessments.
  4. Conduct Daily Safety Tool Box Talks prior to the start of daily works/services. Tool Box Safety Talks must be related to each individuals projected site daily work activity; if the projected work activities change for any reason, the Contractor is responsible to stop work in a safe manner and conduct a tool box safety talk related to the change of work activities.
  5. All copies of the formal Hazard Assessment conducted by the Contractor throughout the duration of the work shall be retained and made available to the Project Authority immediately upon request.
  6. It is the Contractor's responsibility to be familiar with all applicable Safety Acts, Regulations, Codes and contract requirements. These must be identified and addressed in the Safety Plan, by identifying Standard Operating Procedures (SOP) and safe work practices (SWP) which incorporate clear and specific control measures, applicable rules, procedures and practices. all of which shall become mandatory.
  7. Post the HASP at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including subcontractors' personnel, are advised of such Safety Plan and of the posted locations.
  8. The Contractor shall ensure all workers and authorized persons entering the work site are notified of and abide by the posted HASP, safety rules, procedures, safe work practices and applicable Safety Acts, Regulations, and codes. Any person not complying with these shall not be permitted on the site.
  9. Shall ensure that all applicable personal protective equipment (PPE) is used.

10. The Project Authority shall coordinate arrangements for the Contractor to be briefed on site safety within fourteen (14) days of award of Contract.

### **Product Approvals**

1. Comply with the requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of hazardous materials; and labelling and provision of Material Safety Data Sheets acceptable to Human Resources and Skills Development Canada and Health Canada.
2. The Contractor shall be responsible to provide all MSDS Sheets in an electronic format or delivered USB Drive to the Project Authority prior to the start of site works/services.
3. The Contractor shall ensure that all controlled products used in the performance of the work are classified and labeled according to the Workplace Hazardous Materials Information System (WHMIS).
4. The Contractor shall submit for approval the Material Safety Data Sheets (MSDS) for all controlled products that will be used in the performance of this work.
5. No controlled products are to be brought on-site without prior approved Material Safety Data Sheets (MSDS).
6. Material Safety Data Sheets (MSDS) to remain on-site at all times.

### **Disposal of Wastes**

1. All works/services shall be inclusive of ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS, Contractor's Responsibilities.

### **Drainage**

1. Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
2. Do not pump water containing suspended materials into waterways, sewer or drainage systems.
3. Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

### **Cleaning**

1. All works/services shall be inclusive of ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS, Contractor's Responsibilities.
2. Maintain work area free of accumulated waste and rubbish.
3. Remove and dispose of debris, used and obsolete material on a daily basis.
4. Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces affected by Contractor work.
5. All materials, system components, used equipment, etc., removed or replaced in any facility remains the property of the Crown until such time as permission is given by the Project Authority to dispose of such.



### **Cutting, Fitting and Patching**

1. All works/services shall be inclusive of ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS, Contractor's Responsibilities.
2. Cut, fit and patch where required for work under this Contract.
3. Make good all disturbed surfaces to original condition.
4. All fire wall penetrations shall be property sealed using approved fire rated patching material.

### **Equipment Inspection**

1. Before operating or using any equipment, the Contractor shall inspect to ensure good working condition. Any defective equipment shall be tagged unsafe and logged in the maintenance log book, until repaired to good working order. Inform the Project Authority immediately of any required repairs which could pose a hazard to employees or building occupants. This shall be part of the Contractor's site safety plan.
2. All works/services shall be inclusive of ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS, Contractor's Responsibilities.

## **ANNEX "A" - SECTION 3 – ENVIRONNEMENTAL PROTECTION**

### **Environnemental**

1. All work is to be performed in accordance with the Federal Environmental Protection Act and the Provincial Environmental Acts and Regulations.
2. All works/services shall be inclusive of **attached** "Standard Mitigation Measures For Repair, Maintenance, and Minor Works – Version 1.2 April 2015"

### **Disposal of Wastes**

1. All works/services shall be inclusive of ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS, Contractor's Responsibilities.
2. Do not bury rubbish and waste materials on site unless approved by the Project Authority.
3. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

### **Drainage**

1. Provide temporary drainage and pumping as necessary to keep excavations and site free form water.
2. Do not pump water containing suspended materials into waterways, sewer or drainage systems.
3. Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

### **Site Clearing and Plant Protection**

1. All works/services shall be inclusive of ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS, Contractor's Responsibilities.
2. Protect trees and plants on site and adjacent properties where indicated.
3. Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m.
4. Protect roots of designated trees to drip line during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
5. Minimize stripping of topsoil and vegetation.
6. Restrict tree removal to areas indicated or designated by the Project Authority.

### **Work Adjacent to Waterways**

1. All works/services shall be inclusive of **attached** "Standard Mitigation Measures For Repair,

Maintenance, and Minor Works – Version 1.2 April 2015”.

2. Do not operate construction equipment in waterways.
3. Do not use waterway beds for borrow material.
4. Do not dump excavated fill, waste material or debris in waterways.
5. Design and construct temporary crossings to minimize erosion to waterways.
6. Do not skid logs or construction materials across waterways.
7. Avoid indicated spawning beds when constructing temporary crossings of waterways.
8. Do not blast under water or within 100 m indicated spawning beds.

### **Pollution Control**

1. All works/services shall be inclusive of **attached** “Standard Mitigation Measures For Repair, Maintenance, and Minor Works – Version 1.2 April 2015”.
2. Maintain temporary erosion and pollution control features installed under this contract.
3. Control emission from equipment and plant to local authorities emission requirements.
4. Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
5. Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

### **Pesticide Use**

1. Only pesticides and chemicals registered by Agriculture Canada under the Provincial Environment Act listed for use in human occupied areas shall be used.
2. The applicator must be registered and licensed by the Provincial authority.
3. The use of sodium fluoride and/or fumigants will not be permitted on this SOA.
4. The least hazardous chemicals to be used in occupied areas.

### **Application of Pesticide**

1. **Use of Contractors:** Contractors must obtain proper licenses and insurance protection in accordance with the appropriate provincial and city legislation.
2. **Allowable Methods:** A pesticide application program should be carefully planned to ensure that the appropriate application equipment and methods are used as specified on the label.

### **Public Notice:**

- a) Nearby residence should be notified of date and time of pesticide application

- b) Signs stating the product used, date of application and safe entry time should be posted on areas of pesticide applications.
3. **Public Property:** Pesticides should not be sprayed on property adjacent to school yards, picnic areas or parks during prime use hours.

#### **Open Fire**

1. Fires on site are not permitted unless pre-approved in writing by the Project Authority.
2. All works/services requiring hot works shall require a Hot Work Permit approved by the Project Authority prior to the start of works.

## **ANNEX "A" - SECTION 4 – TRADE REQUIREMENTS**

When there is a requirement for a Trade not listed in this SOA the Project Authority will review the work with the Contractor and authorize a mutually acceptable subcontractor. For invoicing purposes, the Contractor will include with their invoice a copy of the subcontractors invoice for time and materials, plus a 10% mark-up on the cost before taxes.

### **Journeyperson**

1. The Journeyperson and Certified Person shall:
  - a) Qualified and certified tradespersons shall be licensed by the **Provincial Authority for Apprenticeship & Occupational Certification Board**.
  - b) Be on site during works/services within in their trade and shall be responsible to confirm all works/services are in accordance to codes/standards/regulations.
  - c) Conduct and assist in various types of building maintenance as requested by Project Authority.
  - d) Relocate, install, repair or test equipment as requested by the Project Authority.
  - e) Produce all valid permits, certificates for technical, trade and safety training upon request of the Project Authority.
  - f) Instruct the Project Authority on-site of any new operating procedures when installing or modifying new or existing equipment.

### **Trades Work General**

1. All works/services shall be inclusive of ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS, Works/Services Included.
2. Skid Steer w/Attachments and Operator
  - (1) Operator must be certified to level of requirement within the province of Nova Scotia to operate the skid steer.
  - (2) Operator must have a minimum of two (2) years' experience that includes a minimum 500 operating hours per year for skid steer.
  - (3) Skid steer operator must have a valid Nova Scotia drivers licence and certified to the level of requirement within the province of Nova Scotia.
  - (4) Skid steer attachments must include, but not limited to the following attachments of backhoe, auger bit capable up to a ten inch circumference x three foot depth, broom pavement sweeper, brush/bush cutter, multipurpose bucket, claim type bucket, snow blower, concrete breaker, and pallet forks.
3. Backhoe w/Operator
  - (1) Operator must be certified to level of requirement within the province of Nova Scotia to operate the backhoe.
  - (2) Operator must have a valid Nova Scotia drivers licence and certified to the level of requirement within the province of Nova Scotia to operate a backhoe.
  - (3) Operator must have a minimum of two (2) years' experience that includes a minimum 400 operating hours per year for backhoe.
4. Mini Excavator w/Operator
  - (1) Operator must be certified to level of requirement within the province of Nova Scotia to operate the mini excavator.

- (2) Operator must have a valid Nova Scotia drivers licence and certified to the level of requirement within the province of Nova Scotia to operate a mini excavator.
- (3) Operator must have a minimum of two (2) years' experience that includes a minimum 400 operating hours per year for mini excavator.

5. Boom Truck w/Operator

- (1) Operator must be certified to level of requirement within the province of Nova Scotia to operate the Boom Truck.
- (2) Operator must be certified to level of requirement within the province of Nova Scotia to operate the Boom Truck.
- (3) Operator must have a minimum of two (2) years' experience that includes a minimum 400 operating hours per year for Boom Truck.

**Warranty and Guarantees**

1. Inclusive of "ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS, Materials and Equipment".
2. Where the Contractor supplies equipment purchased from supplier or manufacturer, the Contractor shall obtain a warranty for the manufacturer's normal warranty period and such warranty shall be made out to Her Majesty the Queen in Right of Canada.
3. The Contractor shall provide a written guarantee against defects in workmanship and materials for a period of one year. Such guarantee shall be made out to Her Majesty the Queen in Right of Canada. Guarantee to be dated from date of acceptance of work performed.

## **ANNEX "A" - SECTION 5 – SPECIAL REQUIREMENTS**

### **Workforce Qualifications**

1. All work requested under this Contract is to be performed by qualified tradespersons licensed by the **Provincial Apprenticeship & Occupational Certification Board**. Proof of such license must be provided prior to award of this Standing Offer Agreement, for each individual who will perform work under this agreement.
2. The Contractor will provide only journeymen personnel with a valid Provincial Department of Labour Licence **Provincial Apprenticeship & Occupational Certification Board** for applicable trades required for this SOA. DFO-RPSS Gulf Region may at any time during this SOA, request to inspect a work person's certification.
3. Licenced certified for the province of Nova Scotia tradespersons required **Provincial Apprenticeship & Occupational Certification Board** required for this SOA; operators and other workers for this SOA shall be certified to level of requirement within the province of Nova Scotia:
  - a) Journeyman carpenter;
  - b) Bricklayer/Mason/Concrete Works;
  - c) Journeyman electrician;
  - d) Journeyman plumber and Backflow Prevention Device Certification; Sheet Metal Technician/Fabricator;
  - e) Operators.
  - f) Inclusive of any other trade licence and certifications
4. The Contractor will provide the Project Authority with a list of all qualified trades people working on or in Federal sites, infrastructures, facilities, and related works/services; complete with copies of their provincial journey person license(s). Copies of WHMIS, First Aid, CPR and any other required safety or work related training certificates are to be forwarded to the Project Authority. The Contractor shall ensure this list is updated immediately upon change in personnel, and personnel qualifications are to be kept current.
5. All Contractors' employees working with controlled products on Federal property and/or in Federal facilities will require WHMIS certification.

### **Licences, Permits, Certificates and Fees**

1. The Contractor shall be responsible to acquire all required federal, provincial, and municipal/authority having jurisdiction trade related licences, permits, certificates, and all other required documents to perform site works/services; such documents will be acquired prior to the start of works/services, be visibly displayed on site throughout the duration of such works/services, and a copy of each document shall be made available to the Project Authority in an electronic format such as a USB Drive; where possible, such original documents will also be handed over to the Project Authority.
2. The Contractor shall be responsible to acquire all required HSE (Health, Safety and Environmental) licences, permits, certificates, and all other required HSE documents to perform site works/services; such documents will be acquired prior to the start of works/services, be visibly displayed on site throughout the duration of such works/services, and a copy of each document shall be made available to the Project Authority in an electronic format such as a USB Drive; where possible, such original documents will also be handed over to the Project Authority.

3. The Contractor shall be responsible to pay all related fees in acquiring all licences, permits, certificates, and all other required documents to perform works/services.

### **Co-ordination**

1. All works/services shall be inclusive of ANNEX "A" - SECTION 1: FACILITIES DESCRIPTION AND DEFINITIONS, Contractor's Responsibilities.
2. Execute work with minimum disturbance to occupants, public and normal use of building. Make arrangements with Project Authority to facilitate execution of work. Maintain all access and exits as work area could be occupied during execution of work.
3. Movement of office furniture is the Contractor's responsibility.
4. Furniture including desks, file cabinets, shelving units, chairs and cabinets which are moved because of the work requirements will be moved back at the end of each work day.
5. Protect existing work from damage.
6. Where necessary, cover all building contents, materials and fittings in work areas prior to commencing work, remove covers on completion of work
7. Obtain Project Authority approval before cutting, boring or sleeving load bearing members.
8. Replace damaged existing work with material and finish to match original.
9. All possible safety precautions are to be taken to ensure the protection of employees, occupants and the general public during the course of the work
10. The Contractor shall coordinate work with all trades in liaison with the Project Authority.
11. Prearranged work schedules shall be strictly adhered to unless otherwise approved by the Project Authority.
12. Obtain Project Authority approval prior to isolating any security, monitoring or audible alerting devices.
13. Any works/services required on a Fire Alarm System, a Security/Intrusion Alarm System, a speciality system, or a speciality piece of equipment will be performed by a company or person/technician who is fully trained and certified for such works/services; therefore the Contractor providing site works/services requiring any disruption or isolation of such system or equipment shall be responsible to notify the Project Authority of such requirements, ensure certified personnel/technicians perform such related works/services, and provide proof of certification to the Project Authority prior to the start of such works/services. The Contractor requiring the disruption or isolation of a system or equipment shall be responsible to notify all site personnel including site occupants/staff and Project Authority 24 hours in advance of such disruptions or isolations; the Project Authority to waive the 24 hour notification period. Temporary alarm devices or methods shall be the responsibility of the Contractor, requiring the Project Authority approval of such devices or methods and their duration required.
14. At no time will the Fire Alarm system be made inoperable by the Contractor without



written permission from the Project Authority.

### **IT Equipment**

The Contractor must be able to communicate by electronic email with the Project Authority.

**ANNEX "B" - BASIS OF PAYMENT**

The Contractor will be paid firm hourly rates as follows for work performed in accordance with the Contract. All deliverables are F.O.B. Destination. Customs duties are included and Applicable Taxes are extra.

**Initial Offer Period – Contract award to March 31, 2020**

No.	Description: Class of Labour, material or plant	Firm Hourly Rate
1	During Regular hours 08:00 – 16:30 Monday to Friday	Certified Carpenter \$ _____
		Certified Electrician/Journeyman \$ _____
		Certified Plumber/Journeyman \$ _____
		Certified Bricklayer/Mason/Concrete \$ _____
		Certified Cabinet Maker \$ _____
		Certified Mini Excavator w/Operator \$ _____
		Certified Skid Steer w/Attachments and Operator \$ _____
		Certified Backhoe w/Operator \$ _____
		Certified Boom Truck w/Operator \$ _____
		Painter \$ _____
		Labourer \$ _____
2	Outside Regular Hours Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Carpenter \$ _____
		Certified Electrician/Journeyman \$ _____
		Certified Plumber/Journeyman \$ _____
		Certified Bricklayer/Mason/Concrete \$ _____
		Certified Cabinet Maker \$ _____
		Certified Mini Excavator w/Operator \$ _____
		Certified Skid Steer w/Attachments and Operator \$ _____
		Certified Backhoe w/Operator \$ _____
		Certified Boom Truck w/Operator \$ _____
		Painter \$ _____
		Labourer \$ _____
3	Emergency Calls Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Carpenter \$ _____
		Certified Electrician/Journeyman \$ _____
		Certified Plumber/Journeyman \$ _____
		Certified Bricklayer/Mason/Concrete \$ _____
		Certified Cabinet Maker \$ _____
		Certified Mini Excavator w/Operator \$ _____
		Certified Skid Steer w/Attachments and Operator \$ _____
		Certified Backhoe w/Operator \$ _____
		Certified Boom Truck w/Operator \$ _____ Painter \$ _____

	Labourer	\$ _____
4	Materials and Miscellaneous Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates (Estimated \$60,000.00 + 10% markup)	\$ 66,000.00

**Total Estimated Cost – Initial Contract Period: \$ \_\_\_\_\_ (to be filled in at Offer issuance)**

**Option to Extend the Contract**

During the extended period of the contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension. All deliverables are F.O.B. Destination. Customs duties are included and Applicable Taxes are extra.

**Optional Offer Period 1 – April 1, 2020 to March 31, 2021**

No.	Description: Class of Labour, material or plant	Firm Hourly Rate	
1	During Regular hours 08:00 – 16:30 Monday to Friday	Certified Carpenter	\$ _____
		Certified Electrician/Journeyman	\$ _____
		Certified Plumber/Journeyman	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____
		Certified Cabinet Maker	\$ _____
		Certified Mini Excavator w/Operator	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____
		Certified Backhoe w/Operator	\$ _____
		Certified Boom Truck w/Operator	\$ _____
		Painter	\$ _____
		Labourer	\$ _____
2	Outside Regular Hours Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Carpenter	\$ _____
		Certified Electrician/Journeyman	\$ _____
		Certified Plumber/Journeyman	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____
		Certified Cabinet Maker	\$ _____
		Certified Mini Excavator w/Operator	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____
		Certified Backhoe w/Operator	\$ _____
		Certified Boom Truck w/Operator	\$ _____
		Painter	\$ _____
		Labourer	\$ _____
3	Emergency Calls Anytime as requested, on	Certified Carpenter	\$ _____
		Certified Electrician/Journeyman	\$ _____

	site within a maximum of one (1) hour from call.	Certified Plumber/Journeyman	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____
		Certified Cabinet Maker	\$ _____
		Certified Mini Excavator w/Operator	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____
		Certified Backhoe w/Operator	\$ _____
		Certified Boom Truck w/Operator	\$ _____
		Painter	\$ _____
		Labourer	\$ _____
4	Materials and Miscellaneous  Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates (Estimated \$60,000.00 + 10% markup)		\$ 66,000.00

**Total Estimated Cost – Optional Offer Period 1: \$ \_\_\_\_\_ (to be filled in at Offer issuance)**

**Optional Offer Period 2 – April 1, 2021 to March 31, 2022**

No.	Description: Class of Labour, material or plant	Firm Hourly Rate	
1	During Regular hours 08:00 – 16:30 Monday to Friday	Certified Carpenter	\$ _____
		Certified Electrician/Journeyman	\$ _____
		Certified Plumber/Journeyman	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____
		Certified Cabinet Maker	\$ _____
		Certified Mini Excavator w/Operator	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____
		Certified Backhoe w/Operator	\$ _____
		Certified Boom Truck w/Operator	\$ _____
		Painter	\$ _____
		Labourer	\$ _____
2	Outside Regular Hours Monday through Sunday, included all day Saturday, Sunday and holidays	Certified Carpenter	\$ _____
		Certified Electrician/Journeyman	\$ _____
		Certified Plumber/Journeyman	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____
		Certified Cabinet Maker	\$ _____
		Certified Mini Excavator w/Operator	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____
		Certified Backhoe w/Operator	\$ _____
Certified Boom Truck w/Operator	\$ _____		

		Painter	\$ _____
		Labourer	\$ _____
3	Emergency Calls Anytime as requested, on site within a maximum of one (1) hour from call.	Certified Carpenter	\$ _____
		Certified Electrician/Journeyman	\$ _____
		Certified Plumber/Journeyman	\$ _____
		Certified Bricklayer/Mason/Concrete	\$ _____
		Certified Cabinet Maker	\$ _____
		Certified Mini Excavator w/Operator	\$ _____
		Certified Skid Steer w/Attachments and Operator	\$ _____
		Certified Backhoe w/Operator	\$ _____
		Certified Boom Truck w/Operator	\$ _____
		Painter	\$ _____
		Labourer	\$ _____
		4	Materials and Miscellaneous  Offeror's markup on allowance for unspecified material, replacement parts, for equipment rentals for other than basic shop, tradesperson tools, and required permits and certificates (Estimated \$60,000.00 + 10% markup)

**Total Estimated Cost – Optional Offer Period 2: \$ \_\_\_\_\_ (to be filled in at Offer issuance)**

### ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat F4709-181539
Security Classification / Classification de sécurité Reliability

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

<b>PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE</b>		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Fisheries and Oceans Canada	2. Branch or Directorate / Direction générale ou Direction Real Property, Safety and Security - Gulf Region	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail The scope of work comprise shall include the provisions of all related/associated resources to perform General Maintenance under this Standing Offer Agreement (SOA) for RPSS GULF Region NS Sites to perform general maintenance tasks/works/services pertaining to the Civil, Structural, Plumbing Technologies, and Electrical Technologies, and associated Trades at RPSS GULF Region Sites within the province of Nova Scotia. This SOA will include the current Fiscal Year (start date dependent on award date) till March 31, 2018 and additional "two (2) Option Years" consisting of twelve (12) month each.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
Reliability





Contract Number / Numéro du contrat F4709-181539
Security Classification / Classification de sécurité Reliability

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
Non  Oui

If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes  
Non  Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

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

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

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
Non  Oui

If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes  
Non  Oui

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Reliability
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Contract Number / Numéro du contrat F4709-181539
Security Classification / Classification de sécurité Reliability

**PART C - (continued) / PARTIE C - (suite)**

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTRIGÉE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens 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 / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « 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 / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).**  
**Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



**ANNEX "C-1" - PERSONNEL IDENTIFICATION FORM (PIF)  
DEPARTMENT OF FISHERIES AND OCEANS CANADA**

<b>Contract / file number:</b>	<b>F5211-180403</b>
--------------------------------	---------------------

**PROJECT TITLE: General Maintenance Services for RPSS Gulf Region Nova Scotia (NS) Sites/Locations**

Company Name:	
Address:	
Telephone number:	
Fax number:	
<b>PWGSC file or Certificate #:</b>	

**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	Meet	Does not Meet	Comments

**Contractor's Authorized Signatory:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**(For Official Use)**

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

**For Use at Fisheries and Oceans Canada**

**Authorization of Contracting Security Authority**

- I approve
- I do not approve based on: \_\_\_\_\_

**Contracting Security Authority:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## ANNEX "D" - INSURANCE REQUIREMENTS

The Contractor shall, at the Contractor'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 Contractor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Contractor may deem necessary to fulfill obligations under the indemnity section shall be at the Contractor'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 Contractor's tender, the Contractor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Contractor 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 Contractor, 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 Contractor.

### 8. Public Liability and Property Damage Insurance

8.1. The Contractor 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 Contractor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

**The Minimum Acceptable Amount is \$5,000,000.00.**

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 Contractor

The Contractor 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 Contractor.

**Minimum acceptable amount is \$5,000,000.00.**

10. Tenants Legal Liability Insurance (where applicable)

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

