



Fisheries and Oceans Canada | Pêches et Océans Canada

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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement  
Fisheries and Oceans Canada | Pêches et Océans Canada  
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**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 :

<b>Title – Sujet</b> Annual Inspection and Standing Offer Agreement for Service and Repair of Overhead Doors in RPSS NL Region Sites within the province of Newfoundland & Labrador		<b>Date</b> August 29, 2022
<b>Solicitation No. – N° de l'invitation</b> 30000900		
<b>Client Reference No. - No. de référence du client</b> 30000900		
<b>Solicitation Closes – L'invitation prend fin</b> <b>At / à : 14:00 ADT</b>		
<b>On / le : September 29, 2022</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> Kimberly Walker <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:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes

### **1.2 Summary**

1.2.1 The objective of this SOA is to provide and perform Contractor works/services that include Annual Inspection and repair/service to Over Head Doors, but shall not be limited to the furnishing of all labour, material, tools, and equipment required to complete tasks associated with the inspection, repair/service of Overhead doors in RPSS NL Region Sites within the province of Newfoundland & Labrador as requested.

DFO intends to award 1 standing offer from this solicitation process.

### **PERIOD OF THE STANDING OFFER**

The period of the Standing Offer will be for a three year period from November 1, 2022 to October 31, 2025

### **1.3 Security Requirements**

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

### **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.

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## 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.

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 \(2022-03-29\)](#) 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 the Department of Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

**Please note that DFO prefers receipt of proposals in soft copy (PDF Format only) to the email address identified on page one of the solicitation. Emails must not exceed 10 MB (if over the limit Bidders are asked to send additional numbered emails) the onus is on the bidder to ensure that the bid is delivered on time to the location designated.**

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 14 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 Bid Challenge and Recourse Mechanisms

(a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

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

## **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).

**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.**

**Emails with links to bid documents will not be accepted.**

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

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

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 Annex B, Basis of Payment.



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

### **4.1 Evaluation Procedures**

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Refer to Annex D for details

##### **4.1.1.2 Point Rated Technical Criteria**

Refer to Annex D for details

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price - Offer**

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

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## **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.

#### **5.1.2 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.

#### **5.1.3 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.

#### **5.1.4 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

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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;

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- 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.

#### **5.1.5 Status and Availability of Resources**

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

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

#### **5.1.6 Experience and Education**

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

#### **5.1.7 Contractor's Representative**

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **5.1.8 Supplementary Contractor Information**

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

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

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

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

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

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

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### 5.1.9 Electronic Payment Instruments

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

### 5.1.10 List of Proposed Subcontractors

**M7035T** (2013-07-10), List of Proposed Subcontractors

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

**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"

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Signature

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Print Name of Signatory

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

### **6.1 Security Requirements**

There is no security requirement applicable to the Standing Offer.

### **6.2 Insurance Requirements**

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

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

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## **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** There is no security requirement applicable to the Standing Offer.

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

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

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

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

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

[2005](#) (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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

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

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

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

The semi-annual reporting periods are defined as follows:

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

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

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from November 1, 2022 to October 31, 2025.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kimberly Walker  
Title: Senior Contracting Officer  
Fisheries and Oceans Canada  
Procurement Hub - Fredericton  
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6  
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 provided on standing offer award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

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

### 7.5.3 Offeror's Representative *(to be provided on standing offer award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_



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Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.8 Call-up Procedures

One Standing Offer:

Where only one standing offer will be authorized for use as the result of a competitive RFSO, the resulting call-ups are considered competitive and the competitive call-up authorities can be used.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

Individual call-ups against the Standing Offer for goods will not exceed \$ 25,000.00 (Applicable Taxes included)

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## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$750,000.00 (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 2 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 \(2022-01-28\)](#), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010B \(2022-01-28\)](#), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 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.

### 7.13.2 SACC Manual Clauses

#### 7.13.2.1 Education and Experience

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

#### 7.13.2.2 Status and Availability of Resources

SACC Manual clause [M3020C](#) (2016-01-28) Status and Availability of Resources

## 7.14 Applicable Laws

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

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## 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.

### 7.1B Statement of Work

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

### 7.2B Standard Clauses and Conditions

#### 7.2.1B General Conditions

[2010B \(2022-01-28\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of [2010B \(2022-01-28\)](#), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

### 7.3B Term of Contract

#### 7.3.1B Period of the Contract

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

#### 7.3.2B Delivery Date

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

### 7.4B 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.

### 7.5B Payment

#### 7.5.1B Basis of Payment

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

#### 7.5.2B Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_. Customs duties are \_\_\_\_\_ (*insert "included", "excluded" or "subject to exemption"*) 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

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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.

### **7.5.3B Method of Payment**

One of the following methods of payment will be noted on any resulting call-ups

#### **1. SACC Manual clause H1000C (2008-05-12), Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

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

**OR**

#### **2. SACC Manual clause H1008C (2008-05-12), Monthly Payment**

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

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

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

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

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

### **7.6B 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;
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)

**AP Coder - (name to be provided at contract award)**

#### **7.7B Insurance – Specific Requirements – G1001C**

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

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

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

#### **7.8B Clauses du *Guide des CCUA - tous les domaines***

SACC Manual clause [A0285C](#) (2007-05-25) Workers Compensation

#### **7.9B Dispute Resolution**

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

#### **7.10B Licensing**

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable federal, provincial or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations. Upon request, the Contractor must provide a copy of any such permit, license or certificate to Canada.

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## ANNEX "A" STATEMENT OF WORK

### TITLE

Annual Inspection and Standing Offer Agreement for Service and Repair of Overhead Doors in RPSS NL Region Sites within the province of Newfoundland & Labrador

### PERIOD OF THE STANDING OFFER

The period of the Standing Offer will be for a three year period from November 1, 2022 to October 31, 2025

### OBJECTIVES OF THE REQUIREMENT

The objective of this SOA is to provide and perform Contractor works/services that include Annual Inspection and repair/service to Over Head Doors, but shall not be limited to the furnishing of all labour, material, tools, and equipment required to complete tasks associated with the inspection, repair/service of Overhead doors in RPSS NL Region Sites within the province of Newfoundland & Labrador as requested.

### BACKGROUND

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

### TASKS, ACTIVITIES, DELIVERABLES AND MILESTONES

Annual Inspection of Overhead Doors  
Service / Repair of Overhead Doors

For the provision of all labour, material ,equipment, tools, transportation, and supervision necessary to repair/service overhead doors for the RPSS NL Region Sites within the province of Newfoundland & Labrador identified herein on an "as required" basis.

### WORK LOCATION

RPSS NL Region Sites within the province of Newfoundland & Labrador including but not limited to: Annex A2 OVERHEAD DOOR LOCATIONS RPSS/DFO.

### EQUIPMENT INCLUDED

1. Overhead Doors: Wood and metal construction solid panel, sectional multi-leaf, roll-type and others all of various makes
2. Manual and electrical operators
3. Sectional horizontal sliding hangar doors, including drive systems and all associated control systems for same

### WORK INCLUDED

The work under this SOA comprises the furnishing of all labour, materials, tools, equipment, transportation and supervision necessary to provide the service described hereinafter:

1. Servicing and repairs
2. Door replacement, other than in an emergency, is not to commence until an estimate has been submitted and approved by the Project Authority.
3. Electrical servicing and installation to be performed by an interprovincial licensed journeyman electrician
4. Have qualified tradespeople that have expertise on the mechanics of overhead / hangar doors
5. Annual inspection on all overhead doors throughout the RPSS NL Region Sites within the province of Newfoundland & Labrador

### **MATERIALS**

1. Materials and parts used shall be those specified by the manufacturer of the equipment.
2. If, in any emergency, the Offeror installs parts other than those specified, the Offeror shall replace them with specified parts before claiming payment. No claim for other than specified parts shall be made.
3. All replacement parts and materials not under warranty, whether serviceable or unserviceable,

### **WORK ESTIMATES**

1. The Project Authority will request an approximate cost for call-ups, in which case a verbal estimate is acceptable.
2. If a "Quote" is requested, a written quote shall be e-mailed to The Project Authority requesting it at no cost to RPSS.

### **SERVICE CALLS**

1. The Offeror shall accept all calls from The Project Authority or The Project Authority authorized representative for inspection and/or repair as may be required. All requests for service and inspection shall be confirmed, in writing, on form 942 and must be responded to within twenty-four (24) hours from receipt.
2. The Offeror shall be prepared to answer all calls on a twenty-four (24) hour basis.
3. Emergency call outs for repairs shall be responded to within two (2) hours. Telephone answering service shall not be acceptable.

### **TEMPORARY STRUCTURES**

1. The Offeror shall furnish and maintain all equipment such as ladders, scaffolds, lifts etc., as may be required for the proper execution of the work.
2. Temporary structures erected by the Offeror shall remain in the Offeror's property and shall be removed by the Offeror from the site upon completion of the work or at request of The Project Authority at no cost to RPSS.

### **SAFETY REQUIREMENTS**

#### **General:**

The Offeror shall be responsible to take all necessary steps to protect personnel (workers, visitors, general public) and property from any harm during the course of the SOA.

#### **Construction Safety Measures:**

Observe and enforce construction safety measures required by the latest edition of the National Building Code of Canada, Provincial Government, Workers' Compensation Board and Municipal Statutes and Authorities.

In the event of conflict between any provisions of the above, the authority having jurisdiction shall prevail.

#### **Work Procedures and Equipment:**

All work procedures and equipment will be in accordance with legislated standards.

Position cranes, hoists or scaffolding and operate them in a manner that will not result in damage to nearby equipment or personnel even if slung loads or smaller objects fall or the equipment collapses.

#### **Barricades:**

Barricade dangerous work sites, trenches and excavations.

#### **Unguarded Work Sites:**

When work sites are left unguarded, especially overnight, powered equipment must be left at zero energy potential, material must be safely positioned and stacked, and portable ladders leading to elevated work platforms removed and secured.



**Lockout Procedure:**

When persons would be placed at risk should the facility, machine or equipment become energized or move during inspection, maintenance, or repair, lockout procedures are required.

**Safety Personnel and Responsibility:**

The Offeror shall supply competent personnel, implement their safety program and ensure that RPSS and provincial safety and health standards are being complied with.

RPSS shall monitor daily to ensure safety requirements are met and safety records are properly kept and maintained. Initial disregard for safety standards will cause the contract to be reviewed and a written record of the review will become part of the contract document.

The Offeror will report to the contract supervisor and jurisdictional authorities any accident or incident involving Offeror, DFO/ CCG or public personnel and/or property arising from the Offeror's execution of work.

**Delay Due to Health and Safety Regulations Infractions:**

The Offeror will include all provisions of the SOA in any agreement with sub- contractors and hold all sub-contractors equally responsible for safe work performance.

If the Offeror is responsible for a delay in the progress of work due to an infraction of legislated health and safety requirements, the Offeror will, without additional cost to DFO?, work such overtime, acquire and use equipment or material for the execution as deemed necessary in the opinion of the Offer Supervisor to avoid delay in the final completion of the work or any operation thereof.

**Overloading:**

No part of the work shall be loaded to the point which will endanger its safety.

**Falsework:**

Falsework shall conform to CSA S269.1-1975, National, Provincial and/or Local codes and by-laws, governing this type of work.

Solvent and Adhesives: Take suitable fire precautions. Use in well ventilated areas only.  
Do not dispose of volatile wastes, paint thinners, etc., in storm or sanitary sewers.

**WORKMANSHIP**

Workmanship shall be of a uniformly high quality and in strict accordance with the very best standard practice as interpreted by the Project Authority . Mediocre or inferior workmanship shall be replaced by work of first class quality without cost to DFO/RPSS, when so ordered by the Project Authority.

**POST AWARD MEETING**

After issuance of the Standing Offer Agreement, the Offeror shall meet with the Project Authority or the Project Authority's appointed representative to be given job instructions.

**REMOVAL OF MATERIAL AND EQUIPMENT**

The Offeror shall not remove any salvageable material and equipment from the job site without permission from the Project Authority.

**CLEAN UP**

On completion of the work day, remove all surplus materials, tools, equipment and debris, and leave the job site in a clean and tidy condition to the satisfaction of the Project Authority for Project Authority's appointed representative .

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## **HAZARDOUS MATERIALS**

Material Safety Data Sheets must be provided to the Project Authority or any controlled product being brought onto RPSS/ DFO sites.

## **GUARANTEE**

Provide RPSS/DFO with a written guarantee against materials and workmanship for a period of one (1) year on door repairs/replacement when completed.

## **HOURS OF WORK**

The overhead/multi-blade annual inspections must be conducted during regular working hours Monday - Friday (08:00 - 16:00). Outside Regular Working hours - Monday to Friday, 5:00 pm to 8:00 am and Weekends and Statutory Holidays

## **CONTRACTOR'S OBLIGATIONS**

### **Site Specific Health & Safety Plan**

Prior to commencement of the work, the Contractor must submit a Site Specific Health & Safety Plan. It must include:

- A hazard assessment of the work site;
- Safe work methodology and safe work procedures;
- Description of required PPE;
- Site-specific emergency response plan; and
- Compliance with federal and provincial requirements and industry standards related to health & safety.

This plan must be submitted to the DFO RPSS Project Authority for review prior to the commencement of work. DFO's review of the Site-Specific Health & Safety Plan, and comments made on the plan, shall not be construed as an endorsement, approval or implied warranty of any kind by DFO and does not reduce the Contractor's overall health & safety responsibilities.

The Contractor's resources will be responsible for their own health and safety when on site.

***Note: Any sub consultants or subcontractors engaged by the Contractor must conform to the documents noted above in addition to all applicable federal, provincial, and local by- laws/ regulations.***

### **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.

### **Reporting**

The Contractor's resources must report immediately, any problems to the Project Authority (RPSS) so the

appropriate action can be taken to ensure the work can be completed within the contract period.

The Contractor's resources must notify RPSS of any work that does not comply with the project specifications and drawings and recommended action.

#### **DEPARTMENTAL SUPPORT**

RPSS will respond to Contractor requests within 24 hours.

#### **CHANGE MANAGEMENT PROCEDURES**

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### **TRAVEL AND LIVING**

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

#### **INSURANCE REQUIREMENTS - Proof of Availability - Prior to issuance of a Standing Offer**

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.

**ANNEX "A1" RPSS/DFO ANNUAL OVERHEAD DOOR INSPECTIONS CHECK LIST**

Items to be Inspections on O/H Door	Condition of Item	N/A	Remarks
Check and realign door track and tighten support rails as required			
Check and verify weather stripping integrity			
Check all panels and windows for damage			
Check for correct operation of Man door			
Check and grease all retracting spring assemblies			
Check all input hinges, wheels, and main shaft drums for damage/flat spots			
Check and grease all bearing assemblies as required			
Check and oil all spring assemblies as required			
Check and balance springs as required			
Check to ensure that all reversing sensors are properly aligned and working			
Verify proper operation of motor chain drives to include breaking, sprockets, bearings, and belts			
Check gear boxes and verify for proper oil levels			
Check and clean all electrical contacts			
Verify correct operation of interior and exterior push buttons			
Inspect all indicator lights, ensuring they are in good working order			
Ensure that manual pull chains are in good working condition			
Check all air sensor switches and hoses on door bottoms			
Verify operations of all remote control units			
Check and verify limit switches			
Check for wear and grease all counter weights			
Check and clean all motor components			
Verify proper operation of all motion sensors			

**ANNEX "A2" OVERHEAD DOOR LOCATIONS RPSS/DFO**

OVERHEAD DOOR LOCATIONS		
Site Name	Number of Doors	NOTES: P= Powered M=Manual and any other information
Bay Bulls Warehouse	1	P
Bishop's Falls Warehouse	4	P
Burgeo Life Boat Station (New)	3	P
Burin Lifeboat Station / SAR	2	P
Cape Race	1	P
Colinet Warehouse	2	P
Deadmans Bay Warehouse	1	P
Deer Lake Warehouse	1	P
Glenwood Warehouse	2	P
Lark Harbour Life Boat Station	1	P
Lower Terra Nova River Warehouse	2	P
Newman Sound Loop - Science Accommodations	1	P
Old Perlican SAR NEW	2	P
Placentia C&P	2	P
Placentia MCTS Center	4	P
Port au Choix Fisheries Field /SAR Station	1	P
Port aux Basques MCTS Site New	1	P
Port Saunders Storage Building	1	P
Salmon cove	2	P
St. Anthony MCTS	1	P
St. Anthony SAR	2	P
St. John's SSB New Carpenter/Boat Shed	3	p
St. John's CN Property Storage Facility	2	2 (P) Sectional Overhead Doors
St. John's South Side Base Old Admin.	8	7 (P) Multi Blade OH doors & 1 (M) sectional OH Door
St. John's General Aviation Service Building	2	P -Multi Blade Commerical Doors
St. John's Southside Small Bouy Shed	4	2 (P) Sectiona OH Doors & 2 (P) Multi- Blade OH Doors
St. Lewis Office/ Space	2	P
Stephenville Base	8	Multi Blade Commerical Doors
Stephenville Helo Hangar	1	Multi Blade Commerical Door
Tilton Barrens Storage Building	1	P
Twillingate SAR	2	P
Twillingate Storage Bldg	1	P
Western Arm Brook Science	1	P

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**ANNEX "B" BASIS OF PAYMENT**

1. The items listed herein are to be quoted as firm prices, HST extra, FOB destination, including all pick-up and delivery charges to:

Any RPSS/DFO NL Region Sites within the province of Newfoundland & Labrador.

2. Hours are defined as follows:

Regular Working Hours - Monday to Friday, 8:00 am to 5:00 pm  
Outside Regular Working hours - Monday to Friday, 5:00 pm to 8:00 am  
Weekends and Statutory Holidays

3. Estimated usages are for evaluation purposes only and will not form part of any resulting Standing Offer.
4. It is **MANDATORY** that Bidders submit firm all-inclusive prices/rates for the period of the proposed Standing Offer in the Tables A, B and C, below.
5. HST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing:

**A. Standing Offer period from November 1, 2022 to October 31, 2023 (Initial year)**

Item	Description	Unit of issue	Unit Price	Estimated Usage	Extended price
<b>a. Mechanic</b>					
1	Service call, including all travel expenses and first hour on-site productive labor - during regular working hours	call	\$ _____	20	\$ _____
2	Service call, including all travel expenses and first hour of on-site productive labor outside regular hours	call	\$ _____	5	\$ _____
3	Service call, including all travel expenses and first hour of on-site productive labor-weekends and stat holidays	call	\$ _____	5	\$ _____
4	Each additional hour of on-site productive labor-during regular working hours	hour	\$ _____	40	\$ _____
5	Each additional hour of on-site productive labor-outside regular working hours	hour	\$ _____	10	\$ _____
6	Each additional hour of on-site productive labor-weekends and stat holidays	hour	\$ _____	10	\$ _____
<b>b. Electrician</b>					
1	Service call, including all travel expenses and first hour on-site productive labor - during regular working hours	call	\$ _____	10	\$ _____
2	Service call, including all travel expenses and first hour of on-site productive labor outside regular hours	call	\$ _____	2	\$ _____
3	Service call, including all travel expenses and first hour of on-site productive labor-weekends and stat holidays	call	\$ _____	2	\$ _____
4	Each additional hour of on-site productive labor-during regular working hours	hour	\$ _____	20	\$ _____
5	Each additional hour of on-site productive labor-outside regular working hours	hour	\$ _____	5	\$ _____
6	Each additional hour of on-site productive labor-weekends and stat holidays	hour	\$ _____	5	\$ _____
<b>c. Helper</b>					
1	Service call, including all travel expenses and first hour on-site productive labor - during regular working hours	call	\$ _____	20	\$ _____
2	Service call, including all travel expenses and first hour of on-site	call	\$ _____	5	\$ _____

	productive labor outside regular hours				
<b>3</b>	Service call, including all travel expenses and first hour of on-site productive labor-weekends and stat holidays	call	\$_____	5	\$_____
<b>4</b>	Each additional hour of on-site productive labor-during regular working hours	hour	\$_____	40	\$_____
<b>5</b>	Each additional hour of on-site productive labor-outside regular working hours	hour	\$_____	10	\$_____
<b>6</b>	Each additional hour of on-site productive labor-weekends and stat holidays	hour	\$_____	10	\$_____
<b>d.</b>	Material and replacement parts (except free issue) shall be charged at the offeror's laid down cost*, plus a mark- up not to exceed 10% not to exceed the manufacturer's suggested retail price. Cost must be supported by copies of the Contractor's paid invoices being submitted with invoices to DFO.				
<b>e.</b>	Annual inspection to be completed in September.	Per OHD	\$_____	1	\$_____
<b>Subtotal for the period from November 1, 2022 to October 31, 2023 (Initial Year)</b>					<b>\$_____(A)</b>



**B. Year 2: From : November 1, 2023 to October 31, 2024**

Item	Description	Unit of issue	Unit Price	Estimated Usage	Extended price
<b>a. Mechanic</b>					
1	Service call, including all travel expenses and first hour on-site productive labor - during regular working hours	call	\$_____	20	\$_____
2	Service call, including all travel expenses and first hour of on-site productive labor outside regular hours	call	\$_____	5	\$_____
3	Service call, including all travel expenses and first hour of on-site productive labor -weekends and stat holidays	call	\$_____	5	\$_____
4	Each additional hour of on-site productive labor-during regular working hours	hour	\$_____	40	\$_____
5	Each additional hour of on-site productive labor-outside regular working hours	hour	\$_____	10	\$_____
6	Each additional hour of on-site productive labor-weekends and stat holidays	hour	\$_____	10	\$_____
<b>b. Electrician</b>					
1	Service call, including all travel expenses and first hour on-site productive labor - during regular working hours	call	\$_____	10	\$_____
2	Service call, including all travel expenses and first hour of on-site productive labor outside regular hours	call	\$_____	2	\$_____
3	Service call, including all travel expenses and first hour of on-site productive labor-weekends and stat holidays	call	\$_____	2	\$_____
4	Each additional hour of on-site productive labor-during regular working hours	hour	\$_____	20	\$_____
5	Each additional hour of on-site productive labor-outside regular working hours	hour	\$_____	5	\$_____
6	Each additional hour of on-site productive labor-weekends and stat holidays	hour	\$_____	5	\$_____
<b>c. Helper</b>					
1	Service call, including all travel expenses and first hour on-site productive labor - during regular working hours	call	\$_____	20	\$_____
2	Service call, including all travel expenses and first hour of on-site productive labor outside regular hours	call	\$_____	5	\$_____
3	Service call, including all travel expenses and first hour of on-site productive labor-weekends and stat holidays	call	\$_____	5	\$_____
4	Each additional hour of on-site productive labor-during regular working hours	hour	\$_____	40	\$_____
5	Each additional hour of on-site productive labor-outside regular working hours	hour	\$_____	10	\$_____
6	Each additional hour of on-site productive labor-weekends and stat holidays	hour	\$_____	10	\$_____

<b>d.</b>	Material and replacement parts (except free issue) shall be charged at the offeror's laid down cost*, plus a mark-up not to exceed 10% not to exceed the manufacturer's suggested retail price. Cost must be supported by copies of the Contractor's paid invoices being submitted with invoices to DFO.				
<b>e.</b>	Annual inspection to be completed in September	Per OHD	\$ _____	1	\$ _____
<b>Subtotal for Year 2 - November 1, 2023 to October 31, 2024</b>					<b>\$ _____ (B)</b>

**C. Year 3: From November 1, 2024 to October 31, 2025**

Item	Description	Unit of issue	Unit Price	Estimated Usage	Extended price
<b>a. Mechanic</b>					
1	Service call, including all travel expenses and first hour on-site productive labor - during regular working hours	call	\$ _____	20	\$ _____
2	Service call, including all travel expenses and first hour of on-site productive labor outside regular hours	call	\$ _____	5	\$ _____
3	Service call, including all travel expenses and first hour of on-site productive labor -weekends and stat holidays	call	\$ _____	5	\$ _____
4	Each additional hour of on-site productive labor-during regular working hours	hour	\$ _____	40	\$ _____
5	Each additional hour of on-site productive labor-outside regular working hours	hour	\$ _____	10	\$ _____
6	Each additional hour of on-site productive labor-weekends and stat holidays	hour	\$ _____	10	\$ _____
<b>b. Electrician</b>					
1	Service call, including all travel expenses and first hour on-site productive labor - during regular working hours	call	\$ _____	10	\$ _____
2	Service call, including all travel expenses and first hour of on-site productive labor outside regular hours	call	\$ _____	2	\$ _____
3	Service call, including all travel expenses and first hour of on-site productive labor-weekends and stat holidays	call	\$ _____	2	\$ _____
4	Each additional hour of on-site productive labor-during regular working hours	hour	\$ _____	20	\$ _____
5	Each additional hour of on-site productive labor-outside regular working hours	hour	\$ _____	5	\$ _____
6	Each additional hour of on-site productive labor-weekends and stat holidays	hour	\$ _____	5	\$ _____
<b>c. Helper</b>					
1	Service call, including all travel expenses and first hour on-site productive labor - during regular working hours	call	\$ _____	20	\$ _____
2	Service call, including all travel expenses and first hour of on-site productive labor outside regular hours	call	\$ _____	5	\$ _____
3	Service call, including all travel expenses and first hour of on-site productive labor-weekends and stat holidays	call	\$ _____	5	\$ _____
4	Each additional hour of on-site productive labor-during regular working hours	hour	\$ _____	40	\$ _____
5	Each additional hour of on-site productive labor-outside regular working hours	hour	\$ _____	10	\$ _____
6	Each additional hour of on-site productive labor-weekends and stat holidays	hour	\$ _____	10	\$ _____

d.	Material and replacement parts (except free issue) shall be charged at the offeror's laid down cost*, plus a mark-up not to exceed 10% not to exceed the manufacturer's suggested retail price. Cost must be supported by copies of the Contractor's paid invoices being submitted with invoices to DFO.				
e.	Annual inspection to be completed in September	Per OHD	\$ _____	1	\$ _____
<b>Subtotal for Year 3 - November 1, 2024 to October 31, 2025</b>					<b>\$ _____ (C)</b>

Bid evaluation total - sum totals (A) + (B) + (C) = \$ \_\_\_\_\_

**Material and Replacement Parts:**

\*Note: laid down cost is defined as the cost incurred by a contractor to acquire a specified product or service for resale to the government. This includes the contractor's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes sales taxes.

Mark-Up is defined as the difference between the vendor's laid down cost for a product or service and the resale price to the government (exclusive of sales taxes) consisting of the cost of necessary services, applicable overhead and profit.

<b>For Evaluation Purposes Only:</b>	
Subtotal for Initial Standing Offer Year:	\$ _____
Subtotal for 2 <sup>nd</sup> Standing Offer Year:	\$ _____
Subtotal for 3 <sup>rd</sup> Standing Offer Year:	\$ _____
<b>Total Evaluated Price (Tax Excluded):</b>	<b>\$ _____</b>

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### **ANNEX "C" COMMERCIAL GENERAL LIABILITY INSURANCE**

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

**ANNEX “D” EVALUATION CRITERIA**

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

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

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
<b>M1</b>	The Bidder must have the ability to provide journey electricians. Bidder must provide the names and certification of qualified staff or sub-contractors with bid submission.		
<b>M2</b>	The Bidder must provide proof through examples, that they have experience working on hanger doors. Example – a copy of previous work completed showing work on hanger doors		
<b>M3</b>	Bidder must provide proof / copy that all proposed resource personnel possess the required security clearance at “Reliability Status” or higher effective on the date of bid closing. Complete and return Part 5 with bid submission.		
<b>M4</b>	The bidder must provide a current Worksafe NL Clearance Letter		
<b>M5</b>	The Bidder must provide proof of insurance or documentation from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with all conditions including Insurance Requirements.		