

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

Offers Receiving/Réception des offres

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

Email / Courriel : DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca **AND/ET**
Juan.VillasanaRodriguez@dfo-mpo.gc.ca

**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À
COMMANDES**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

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

Title / Titre Request for Standing Offer for General Maintenance Services for Real Property Safety and Security (RPSS) Gulf Region Prince Edward Island (PEI) Sites.		Date February 15, 2024
Solicitation No. / N° de l'invitation 30001379		
Client Reference No. / No. de référence du client(e) 30001379		
Solicitation Closes / L'invitation prend fin At / à : 2 :00PM/ 14h Eastern Standard Time/Heure normale de l'Est On / le : March 26, 2024		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Juan Carlos Villasana Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca AND/ET Juan.VillasanaRodriguez@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature Page 1 of - de 54	Date	

REQUEST FOR STANDING OFFER (RFSO)

30001379

Standing Offer for General Maintenance
Services for Real Property Safety and Security
(RPSS) Gulf Region Prince Edward Island (PEI)
Sites.

FISHERIES AND OCEANS CANADA

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PART 1 – GENERAL INFORMATION

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against His Majesty the King in Right of Canada, and will be barred from bringing any such claim, action or complaint against His Majesty the King in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Identified User.

1.1 Introduction

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

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

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

1.2 Summary

The Department of Fisheries and Oceans (DFO) Real Property Safety and Security (RPSS) provides essential maintenance services for the DFO real property assets. Many of the sites and facilities within the RPSS Gulf Region are operational sites that provide yearly or seasonal emergency or critical response services to the Canadian public; therefore a complex variety of maintenance and repair are to be considered critical to these site working environments that require continuous professional support for such maintenance services.

The objective of the Standing Offer is to provide general maintenance services to DFO custodial buildings located in the province of Prince Edward Island, on a "as and when requested" basis, pertaining to the Civil, Structural, Plumbing, HVAC and Electrical disciplines.

The general maintenance and repair of systems, structures and grounds includes but is not limited to:

- Structural repairs inspection and maintenance, such as, interior and exterior carpentry, painting, crack filling, flooring and roofing;
- Electrical repairs, maintenance and inspections, such as, repair or replacement of components, trouble shooting, measuring and recording voltage, amperage, phase rotation and other parameters, inspecting for general condition and safety;
- Heating, ventilation and air conditioning (HVAC) maintenance and repair such as trouble shooting, component replacement, cleaning and inspection of heat pumps, air handling units and other related mechanical equipment;
- Civil work such as asphalt repair, ditching, bush hogging, drainage control and application of aggregates;
- Plumbing maintenance and repair, such as, water supply and sanitary equipment repair, back flow preventer inspections, interior and exterior plumbing fixture repair and replacement;
- General Labour to assist physical tasks related to the task listed above.

1.2.1 Comprehensive Land Claims Agreements

The Request for Standing Offers (RFSO) is to establish Departmental Individual Standing Offer (DISO) for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers

1.3 Security Requirements

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

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 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.

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting

Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The [2006](#) (2023-06-08) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

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

2.3 Enquiries - Request for Standing Offers

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

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

2.4 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or

territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

2.5 Offer Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential 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.

2.6 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.7 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the submission will be reviewed and deemed complete when:

1. Certifications and securities required at bid closing are included.
2. Bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

Completeness of the Bid Checklist

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

Complete (Y/N)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by Canada Post Corporation's (CPC) Connect service, by facsimile or on a Cloud to DFO **will not** be accepted.

The Offeror can choose to submit its offer electronically, via email; or in hard copies.

- If the Offeror chooses to submit its offer electronically, via email; subject to section 2.2, DFO requests that the Offeror submits its offer to the email address(es) indicated on page 1 of the RFSO.

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

Section I: Technical Offer (1 soft copy in PDF format)

Section II: Financial Offer (1 soft copy in PDF format)

Section III: Certifications (1 soft copy in PDF format)

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

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

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

Section I: **Technical Offer** (2 hard copies and 2 soft copies in a USB drive)

Section II: **Financial Offer** (2 hard copies and 2 soft copies in a USB drive)

Section III: **Certifications** (2 hard copies and 2 soft copies in a USB drive)

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green](#)

Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Exchange Rate Fluctuation

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

Section III: Certifications

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

ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Offeror must complete and include with their Financial Offer, Tables 1 to 7 of this Pricing Schedule. Failure to provide a fixed all-inclusive hourly rate for all of the Resource Categories or any of the Tables below will render the Offer non-responsive.

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

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

The Offeror **must not** propose a Markup higher than 20% over the Items described in Table 6. If any of the Markups proposed by the Offeror in Table 6 is higher than 20%, the Offer will be render non-responsive.

Invoicing and frequency payments

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

Costs included in Fixed Hourly Rates

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

Authorized Disbursements

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

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

Travel and Living Expenses

Travel and Living Expenses will be paid to the Contractor as per the terms and conditions set in Part 7B, section 7.5.5 Travel and Living Expenses National Joint Council Travel Directive.

Table 1 - Standing Offer Year 1: Period from Date of Contract Award to twelve months thereafter				
Time	Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	(A x B) Evaluated Price
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$ (Offeror to complete)	300	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	600	\$ (Offeror to complete)
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	40	\$ (Offeror to complete)
Table 1 - Total Evaluated Price				\$ (Offeror to complete) Sum of Evaluated Prices. Do not include Optional Resource Categories.

Table 2 – Standing Offer Period Year 2: Period 12 months following the end of Year 1				
Time	Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	(A x B) Evaluated Price
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$ (Offeror to complete)	300	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	600	\$ (Offeror to complete)
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	40	\$ (Offeror to complete)
Table 2 - Total Evaluated Price				\$ (Offeror to complete) Sum of Evaluated Prices. Do not include Optional Resource Categories.

Table 3 - Standing Offer Period Year 3: Period 12 months following the end of Year 2				
Time	Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	(A x B) Evaluated Price
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$ (Offeror to complete)	300	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	600	\$ (Offeror to complete)
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	40	\$ (Offeror to complete)
Table 3 - Total Evaluated Price				\$ (Offeror to complete) Sum of Evaluated Prices. Do not include Optional Resource Categories.

Table 4 - Standing Offer Period Year 4: Period 12 months from the end of Year 3				
Time	Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	(A x B) Evaluated Price
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$ (Offeror to complete)	300	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	600	\$ (Offeror to complete)
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	40	\$ (Offeror to complete)
Table 4 - Total Evaluated Price				\$ (Offeror to complete) Sum of Evaluated Prices. Do not include Optional Resource Categories.

Table 5 - Standing Offer Period Year 5: Period 12 months from the end of Year 4				
Time	Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)	(A x B) Evaluated Price
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$ (Offeror to complete)	300	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	250	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	600	\$ (Offeror to complete)
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Construction Electrician	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Plumber	\$ (Offeror to complete)	24	\$ (Offeror to complete)
	Refrigeration and Air Conditioning Mechanic	\$ (Offeror to complete)	16	\$ (Offeror to complete)
	Helper	\$ (Offeror to complete)	40	\$ (Offeror to complete)
Table 5 - Total Evaluated Price				\$ (Offeror to complete) Sum of Evaluated Prices. Do not include Optional Resource Categories.

Table 6 - Offerors' Markup valid during the whole Standing Offer			
Item	(A) Markup <i>(Maximum allowed = 20%)*</i>	(B) Standing Offer Est. Expenditure (amount without Markup)	(A x B) Evaluated Price
Markup on allowance for unspecified material, replacement parts, required permits and certificates, excluding applicable taxes	% <i>(Offeror to complete)</i>	\$ 350,000.00	\$ <i>(Offeror to complete)</i>
Markup on allowance for equipment rentals with or without operator, for other than basic shop and Resource Category tools, excluding applicable taxes.	% <i>(Offeror to complete)</i>	\$ 50,000.00	\$ <i>(Offeror to complete)</i>
Table 6 - Total Evaluated Price			\$ <i>(Offeror to complete) Sum of Evaluated Prices</i>

*If the Markup proposed by the Offeror is higher than 20%, the Offer will be render non-responsive. Ensure that the proposed Markup IS NOT higher than 20%.

Table 7 – Total Offer Evaluated Price
Total Offer Evaluated Price: \$ <i>(Offeror to complete)</i> (Sum of Total Evaluated Price from Table 1, Table 2, Table 3, Table 4, Table 5 and Table 6) applicable taxes are extra

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Requirements

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

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

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

4.1.1.2 Rated Requirements

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

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

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

4.1.2 Financial Evaluation

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

4.1.2.1 Evaluation of Price - Offer

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

4.2 Basis of Selection

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

1. To be declared responsive, an offer must:
 - a) comply with all the requirements of the Request for Standing Offers (RFSO);

- b) meet all mandatory criteria; and
2. Offers not meeting (a) or (b) 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 **40%** for the technical merit and **60%** for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divide by the maximum number of **points available** multiplied by the ratio of **40%**.
 5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of **60%**.
 6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a Standing Offer.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 40/60 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (40%) and Price (60%)			
	Offerors		
	Offeror 1	Offeror 2	Offeror 3
Overall Technical Score	115/135	89/135	92/135
Total Offer Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 40 = 34.07$	$89/135 \times 40 = 26.37$	$92/135 \times 40 = 27.26$
Pricing Score	$45/55 \times 60 = 49.09$	$45/50 \times 60 = 54$	$45/45 \times 60 = 60$
Combined Rating	83.16	80.37	87.26
Overall Rating	2nd	3rd	1st

The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The Offeror submitting the highest ranked proposals will be recommended for issuance of a standing offer. In the case of a tie, the Offeror submitting the lower price for the services will be selected.

ATTACHMENT 1 to PART 4 REQUIREMENTS AND EVALUATION CRITERIA

Definitions:

“Recent” is defined as within the past sixty (60) months of the RFSO closing date.

“Significant Projects” are those performed by the Offeror under any contractual method, in facility(es) deemed as industrial, institutional or commercial in which the Offeror has managed multi-trade employees or multi-trade sub-contractors; similar in size, scope and complexity to the services described in the Statement of Work and with a span of 30 days or more.

“Verifiable” means able to be proved.

1.1 MANDATORY REQUIREMENTS

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

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

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

Table 1-4(a) - Mandatory Requirements.

No.	Mandatory Requirement	Meets Criteria (✓)	Proposal Page No.
M1	<p>Company Profile</p> <p>The Offeror must provide with their Technical Offer a corporate profile including the following information:</p> <ul style="list-style-type: none"> • Offeror’s Legal Name; • whether it is incorporated, partnership, sole proprietorship, or other; • Canadian head office location and registered office (Full Address); • Corporate head office location (if different than above); • A brief overview of the Offeror’s background including the company scope of business; • Time the Company has been in business. <p>If the Offeror is submitting their Offer as a consortium, including joint ventures or partnerships, the Offeror must provide the above information for each individual entity.</p>		
M2	<p>Minimum Experience – General Maintenance Services</p> <p>The Offeror must have experience providing General Maintenance services, managing multi-trade employees or multi-trade sub-contractors for a facility(es) deemed as industrial, institutional or commercial.</p> <p>To demonstrate the required experience, the Offeror must include within their Technical Offer, verifiable examples of at least three (3) different <i>Significant Projects</i>, providing General Maintenance services.</p> <p>Each example must include verifiable information that support it as <i>Significant Project</i>, including as minimum; a brief description of the project, location, starting and completion month and year, Offeror’s responsibility, reachable Owner’s reference contact information and must have been executed to the entire satisfaction of the Owner*.</p> <p>*The Owner is the person or entity that owns the asset subject of the performed project, presented by the Offeror as a Verifiable example in response to M2.</p>		

<p>M3</p>	<p>Key Team Members</p> <p>Subject to the provisions of section 5.2.3.1 Status and Availability of Resources, the Offeror must propose within their Technical Offer at least one resource per the trades of Carpenter, Construction Electrician, Plumber, and Refrigeration and Air Conditioning Mechanic, to fulfill most of the services under the Standing Offer.</p> <p>The proposed resources could be Offeror's employees or work for the Offeror as a subcontractors.</p> <p>Each proposed resource must possess the active, and in good standing certifications as detailed in Annex A, Section 16, and any other certification as required therein.</p> <p>The Offeror must submit, as part of their Technical Offer, copies of the following valid and in good standing certificates for each proposed resource in their respective trade:</p> <p>All trades: WHMIS Training certificate.</p> <p>Carpenter: Red Seal Carpenter Certification or equivalent as per the Red Seal Program, OR designated trade certification as Carpenter, recognized by the province of Prince Edward Island.</p> <p>Construction Electrician: Red Seal Construction Electrician Certification or equivalent as per the Red Seal Program, OR designated trade certification as Construction Electrician, recognized by the province of Prince Edward Island.</p> <p>Plumber: Red Seal Plumber Certification or equivalent as per the Red Seal Program, OR designated trade certification as Plumber, recognized by the province of Prince Edward Island.</p> <p>Refrigeration and Air Conditioning Mechanic: Red Seal Refrigeration and Air Conditioning Mechanic Certification or equivalent as per the Red Seal Program OR designated trade certification as Construction Electrician, recognized by the province of Prince Edward Island.</p> <p>Note: a Tradesperson could be proposed for more than one trade, as long as they possess the required certifications in each trade.</p>		
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1.2 RATED REQUIREMENTS

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

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

Table 1-4 (b) Rated Requirements and Technical Requirements Scoring Breakdown			
Rated Requirement No.	Scoring Criteria	Proposal Page No.	Score (B)
R1	<p>Experience – General Maintenance Services</p> <p>The Offeror should demonstrate, they have extensive and <i>recent</i> experience providing General Maintenance services on <i>Significant Projects</i>.</p> <p>To demonstrate the desired experience, the Offeror should include within their Technical Offer, <i>verifiable</i> examples of up to three (3) different Significant Projects, providing General Maintenance services, completed within the past sixty (60) months prior to the RFSO's closing date.</p> <p>Each example must be different from those presented by the Offeror in response to M2, and must include <i>verifiable</i> information that support it as <i>Significant Project</i>, including as minimum; a brief description of the project, location, starting and completion dates, Offeror's responsibility, reachable Owner's reference contact information and must have been executed to the entire satisfaction of the Owner**.</p> <p>**The Owner is the person or entity that owns the asset subject of the performed project, presented by the Offeror as a <i>verifiable</i> example in response to R1.</p> <p>The Score of the Offeror's response to Experience – General Maintenance Services (R1) will be:</p> <p>3 points if the Offeror includes within their Technical Offer, a verifiable example of a Significant Project, that meets the requirements described in R1.</p> <p>6 points if the Offeror includes within their Technical Offer, two (2) verifiable example of Significant Projects, that meet the requirements described in R1.</p> <p>10 points if the Offeror includes within their Technical Offer, three (3) verifiable example of Significant Projects, that meet the requirements described in R1.</p>		/10
R2	<p>Indigenous Business</p> <p>Whether the Offeror has submitted its Offer independently or as a Joint Venture, the Offeror should provide Verifiable proof that certifies the Offeror, or any of the Offeror's members (if the Offeror is a Joint Venture), as an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.</p> <p>The Score of the Offeror's response to Indigenous Business (R2) will be:</p> <p>10 points if The Offeror has provided Verifiable proof that certifies them or any of the Offeror's members (if the Offeror is a Joint Venture) as Indigenous Business as per the R2 Rated Requirement criteria.</p>		/10

1.3 RATED EVALUATION CRITERIA

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

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

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

Criteria		(A) Weight Factor	(B) Score*	Weighted Score (A x B)
R1	Experience – General Maintenance Services	7.0		
R2	Indigenous Business	3.0		
	Total	10.0		Total Weighted Score (Sum of R1 to R3 Weighted Score)**

*Allowed punctuation range: 0 to 10 points.

**Maximum possible punctuation: 100 points.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.1.1 List of Names for Integrity Verification Form

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources - Offer

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

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

5.2.3.2 List of Proposed Subcontractors

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

5.2.3.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

- a. an individual;

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

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

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

5.2.3.4 Supplementary Offeror Information

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

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

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

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

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

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

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

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

Signature

Print Name of Signatory

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

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires Offerors, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the Offeror or offeror's organizational structure:

- Offerors including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Offerors bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Offerors that are a partnership do not need to provide a list of names.

Offerors may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the Offeror otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html): <https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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

6.2 Insurance Requirements

The Offeror should provide with their offer, one of the following documents:

- a) 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.

OR

- b) Certificate of Insurance complying 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.

Note: Copy of a Certificate of Insurance which does not comply with all the Insurance Requirements specified in Annex C, **including** Canada as represented by Fisheries and Oceans Canada (DFO), as an additional Insured, is not an acceptable document in response to the Insurance Requirements.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex A.

7.2 Security Requirements

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

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

The Offeror and all individuals assigned to work on the Standing Offer MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).

Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Standing Offer Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

2005 (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer

7.3.2 Standing Offers Reporting

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

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

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

The semi-annual reporting periods are defined as follows:

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

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

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

The expected Period of the Standing Offer is from April 1st 2024 to March 31st 2029.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A Statement of Work, section 7 Location and Descriptions of Facilities of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

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

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative

(to be provided at standing offer award)

The Offeror's Representative for the Standing Offer is:

Name: _____
Title: _____
Address: _____

Telephone: _____
 Facsimile: _____
 E-mail: _____

7.5.4 Offeror's Team

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

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

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada

7.7 Identified Users

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

7.8 Call-up Procedures

7.8.1 When required, services against this Standing Offer will be called-up as follows:

- a. The Project Authority will prepare a detailed Statement of Work and list of tasks and deliverables for all required Work. It must be sufficiently detailed to allow the Offeror to determine whether they can provide the required resources with the necessary skill set to complete the Work within the prescribed time schedule.
- b. A Request for Proposal will be issued to the Offeror, including the Statement of Work. The Offeror must submit a proposal to the Project Authority in accordance with rates described in Annex B Basis of Payment. The Offeror's proposal must include the category of personnel, name of personnel and the number of hours estimated or required to perform the services, as well as an estimate of proposed disbursements, if applicable.
- c. If a resource proposed by the Offeror was not previously qualified by DFO during the RFSO, the Offeror must provide a detailed Resume, addressing each of the mandatory and point-rated requirements for the required resource category. The resource must meet the requirements outlined in Annex A, Section 17.0.
- d. Subject to the indicated in paragraphs (a), (b) and (c) above, the Offeror will be authorized in writing by the Project Authority to proceed with the Work by the issuance of a call-up Instrument against the Standing Offer.

7.8.2 The Offeror must not commence any work until it has received an approved call-up Instrument 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.

7.8.3 Any change or amendment to an agreed upon call-up Statement of Work must be authorized by the Project Authority and agreed to, in writing, by the Offeror followed by an amendment to the call-up issued by the Project Authority.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 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. 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 i.e. **“The terms and conditions of standing offer serial number TBD apply and form part of this contract”**;
 - Completed Statement of Work including description and due date of deliverables;
 - Category(ies), number and name(s) of resource(s);
 - Level of effort expressed in number of hours, fixed hourly rate;
 - Identification of all travel and living expense requirements and their value including taxes (if required);
 - Total value of the call-up;
 - Point of delivery;
 - Confirmation that funds are available under section 32 of the Financial Administration Act; and
 - Confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (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 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 (2022-12-01), General Conditions: Standing Offers - Goods or Services;
- d) the general conditions 2010C (2022-12-01), General conditions: Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Report;
- i) Annex E, Offeror's Approved Personnel;
- j) the Offeror's offer dated _____ *(to be inserted at standing offer award)* .

7.12 Certifications and Additional Information

7.12.1 Compliance

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

7.12.2 SACC Manual Clauses

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

7.13 Applicable Laws

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

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

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

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

Insert: **Invoice submission**

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

4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

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

7.2.1.2 Contract Cost Principles 1031-2 02 Definition of a Reasonable Cost.

1. A cost is reasonable if the nature and amount do not exceed what would be incurred by an ordinary prudent person in the conduct of a competitive business.
2. In determining the reasonableness of a particular cost, consideration will be given to:
 - a. whether the cost is of a type generally recognized as normal and necessary for the conduct of a contractor's business or performance of the Contract;
 - b. the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and contract conditions;
 - c. the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the Government and public at large;
 - d. significant deviations from the established practices of the Contractor which may unjustifiably increase the contract costs; and
 - e. the specifications, delivery schedule and quality requirements of the particular contract as they affect costs.

7.3 Term of Contract

7.3.1 Period of the Contract

Insert SACC Manual clause [A9022C](#) in full text in contracts for goods and in contracts for services. When determining the period of the Contract for goods, take into consideration the time required to administer the Vendor Performance Corrective Measure Policy by making sure it ends after the delivery date of the goods. For services, make sure to respect the exceptional circumstances where services must be rendered before the end of the Period of the Standing Offer. (Refer to section 7.4.1 of the SO)

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

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

7.5 Payment

7.5.1 Basis of Payment – Fixed Time Rate – Limitation of Expenditure

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$_____ *(to be provided at call-up award)*. Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *(to be provided at call-up award)*. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 Monthly Payments

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

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

7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Government of Canada Acquisition Card; and
- b. Direct Deposit (Domestic and International).

7.5.5 Travel and Living Expenses - National Joint Council Travel Directive

Any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the Offeror's office or the locations listed in Annex A, section 7 Location and Descriptions of Facilities, are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Project Authority) in accordance with current National Joint Council Travel Directive.

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel. All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$ _____ *(to be provided at each call-up award)*

7.6 Invoicing Instructions

1. The Contractor is entitled to invoice on a monthly basis, considering that the Work performed has been accepted by Canada.
2. The Contractor must submit invoices in accordance with Part 7B Resulting Contract Clauses, subsection 7.2.1.2 entitled "Invoice Submission" above. Invoices cannot be submitted until all Work identified in the invoice is completed.
3. Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca and DFO.RPSSGulfInvoices-FacturationBISSGolfe.MPO@dfo-mpo.gc.ca with a cc to the Project Authority and provides the required information as stated in subsection 7.2.1.2 above.

7.7 Insurance – Specific Requirement

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

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

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

7.8 Dispute Resolution

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

7.9 SACC Manual Clauses

The following SACC Manual clauses apply to and form part of the Contract:

[A9068C](#) (2010-01-11), Government Site Regulations.

B9028C (2007-05-25), Access to Facilities and Equipment.

7.10 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

ANNEX A STATEMENT OF WORK

1. 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 and facilities within the RPSS Gulf Region are operational sites that provide yearly or seasonal emergency or critical response services to the Canadian public; therefore a complex variety of maintenance and repair are to be considered critical to these site working environments that require continuous professional support for such maintenance services.

2. Objective

To provide general maintenance services to DFO custodial buildings located in PEI, on a "as and when requested" basis, pertaining to the Civil, Structural, Plumbing, HVAC and Electrical disciplines.

3. Definitions

Check or Inspect, means to 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 or specifications. Make a critical appraisal of equipment, component and parts' ability to fulfill their function to a high degree of efficiency.

Energy Source, means any electrical, mechanical, hydraulic, pneumatic. Chemical, thermal or other energy source that may be harmful.

Infrastructure, means the physical and organizational structures and facilities including, but not limited to site systems and equipment, site utilities, buildings, building, standalone systems and equipment, roads and grounds, right of ways, and any other items related to the site or operational requirements.

Isolate, means to physically prevent the transmission or release of an energy source to machinery or equipment.

Working Day, means a day other than a Saturday, Sunday, or a statutory holiday that is observed by the construction industry in the area of the place of the Work.

Working Hours, means any eight (8) hour period of time between 7:00 AM and 5:00 PM. Outside of these hours will referred to as "outside of working hours", or "outside of normal working hours".

Preventive Maintenance, means to inspect, test and re-condition a system, in order to prevent failures, at regularly scheduled intervals in accordance with specific instructions.

WHMIS, Workplace Hazardous Materials Information System.

Safety Violation, means a violation of any applicable Engineering Standards, workplace safety standard, regulation, policy, or rule which: (a) is reasonably expected to endanger life or property; or (b) poses a potential safety risk to any DFO employee or contractor, or to the general public.

4. Scope of Work

The Work involves general maintenance and repair of systems, structures and grounds including but not limited to:

- 4.1 Structural repairs inspection and maintenance, such as, interior and exterior carpentry, painting, crack filling, flooring and roofing.
- 4.2 Electrical repairs, maintenance and inspections, such as, repair or replacement of components, trouble shooting, measuring and recording voltage, amperage, phase rotation and other parameters, inspecting for general condition and safety.
- 4.3 Heating, ventilation and air conditioning (HVAC) maintenance and repair such as trouble shooting, component replacement, cleaning and inspection of heat pumps, air handling units and other related mechanical equipment.
- 4.4 Civil work such as asphalt repair, ditching, bush hogging, drainage control and application of aggregates.
- 4.5 Plumbing maintenance and repair, such as, water supply and sanitary equipment repair, back flow preventer inspections, interior and exterior plumbing fixture repair and replacement.
- 4.6 General Labour to assist the trades listed above with physical tasks related to the Work description provided with a Call-up Instrument.

5. Departmental Support

The Project Authority will assist the Offeror in coordination with site staff, visitors as well as other contractors.

6. Meetings

The Offeror must attend all meetings related to the Work, such as, startup, progress, safety and after action meetings, as and when requested by the Project Authority.

7. Location and Descriptions of Facilities

All Work under this Standing Offer will be executed within the province of Prince Edward Island and at, but not limited to:

- 7.1 Charlottetown Helicopter Hangar located at; 170 Maple Hills Drive, Charlottetown PE. This is a single bay maintenance and operations helicopter hangar operated by the Department of Transportation on behalf of The Canadian Coast Guard.
- 7.2 Harrington storage facility, located at; 1163 Bracklet Point Road, Harrington PE. This is a cold storage building and compound for Coast Guard equipment. The building is approximately 10,000 sq. ft. steel construction, unheated. The compound is approximately 5 acres. .
- 7.3 Summerside Search and Rescue Station, located at; 240 Heather Moyse Drive, Summerside PE. This is a two building facility used as a base, for quick response, search and rescue operations. Operated by the Canadian Coast Guard. The buildings are one approximately 3000 sq. ft. Main administration and accommodation building, and one approximately 1700 sq. ft. maintenance garage. .
- 7.4 Souris Search and Rescue Station, located at; 122 Breakwater Street, Souris PE. This is a two building facility used as a base, for quick response, search and rescue operations. Operated by the Canadian Coast Guard. The buildings are 1 approximately 3000 sq. ft. Main administration and accommodation building, and one approximately 1700 sq. ft. maintenance garage.

8. Use of Site of the Work

- 8.1 Access and movement to the Site of the Work will be as directed by the Project Authority, in coordination with the Officer in Charge (OIC) of each site. The OIC is the person designated as being the Supervisor or Manager of the personnel, safety and operations of the Site of the Work.

- 8.2 The Offeror must not unreasonably encumber Facilities areas during the performance of the Work.
- 8.3 The Offeror must have approval from the Project Authority to store tools, equipment or materials at the Site of the Work.
- 8.4 The Offeror must have authorization from the Project Authority to use the site electricity, water and washroom facilities.
- 8.5 The Offeror must inform the site OIC of their arrival, a summary of the locations and activities and any potential safety concerns prior to commencement of Work. When directed by the site OIC, the Offeror will have all of their personnel sign in and out of the site by use of a log book or attendance sheet provided by the OIC.

9. Offeror Responsibilities

- 9.1 When the Offeror must temporarily restrict access to a site or area, as part of planned Work they must have prior authorization from the Project Authority. This does not apply to unforeseen circumstances where a safety or asset damage concern arises.
- 9.2 When utilities or facilities such as water, electricity, fire alarm or washrooms are required to be temporarily interrupted as a part of planned Work, the Offeror must have prior authorization from the Project Authority. This does not apply to unforeseen circumstances where a safety or asset damage concern arises.
- 9.3 Unless otherwise specified, the Offeror must comply with manufacturer's latest printed instructions for materials and installation methods or federal, provincial, local codes and regulations; whichever is more stringent.
- 9.4 To mitigate potential negative impacts on the surrounding environment, the Offeror must implement environmental protection measures in the Work and surrounding areas, including nearby waterways, during the performance of the Work.
- 9.5 The Work must be performed, when applicable, in strict conformance with the Canadian Environmental Protection Act.
- 9.6 If specified in a Call-Up, the Offeror must provide an Environmental Protection Plan before initiating the Work.
- 9.7 The Offeror must protect all site infrastructure, assets, furniture or works from being damaged as a result of execution of their Work.
- 9.8 The Offeror must repair, reinstate, and seal walls, ceilings, building components, and building finishes that are damaged as of result of the performance of the Work.
- 9.9 The Offeror must bundle and secure all materials and, tools delivered to the Site of the Work when stocked until used. Canada is not responsible or liable for any equipment, material, tools, or any other Offeror's or their employees' items during transfer or when on site. All materials and tools departing the Site of the Work must be bundled and secured; this includes materials for disposal.
- 9.10 On completion of the Work, the Offeror must remove all surplus material, tools, equipment and debris. The building and site Facilities must be left in a clean and tidy condition which meets the satisfaction of the Project Authority. The Offeror must not remove any salvageable material or equipment from the Site of Work without permission from the Project Authority.
- 9.11 Offeror's personnel must be properly attired for their trade and according to all Work activities to be performed.
- 9.12 Canada shall instruct the Offeror to remove from the Site of Work any Offeror's personnel who, in the opinion of the Project Authority, is incompetent or is guilty of improper conduct. The Offeror must not permit a person who has been removed to return to the Site of Work.
- 9.13 Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Project Authority whose decision is final.
- 9.14 The Offeror must provide to the Project Authority, an electronic English copy of all component manufacture specification manuals, maintenance manuals, installation manuals, warranty registration forms on parts, and Offeror labour warranty. This will be a

condition and part of the final inspection and closing for final payment approval of invoices.

- 9.15 In cases where switches, disconnects, valves or means of entrance must be closed, turned off or made unusable they must be locked in the off or closed position with an approved lock and a tag with date, name and phone number of the tradesperson who installed the lock.
- 9.16 The Offeror must furnish and maintain all equipment such as temporary ramps, ladders, scaffolds, hoists, chutes, etc. required for the proper execution of the Work. All temporary structures will require the approval of the Project Authority.

10. Materials and Equipment

- 10.1 When the Work involves installation, maintenance, repair or modification of equipment, the Offeror must only use material and parts specified by the manufacturer of the equipment and the use of any other material must be previously approved by the Project Authority.
- 10.2 When the Work involves the provision of equipment or material, the Offeror must provide such that meet the specified design and quality, performs to published ratings and for which replacement parts are readily available.
- 10.3 All replaced parts and materials not under warranty, whether serviceable or unserviceable must be left on the Site of the Work for inspection by the Project Authority on completion of the Work.
- 10.4 All manufactured material must be applied, installed, connected and used as specified by the manufacturer.
- 10.5 All equipment and materials provided by the Offeror must be new, CSA certified, comply with ULC Standard, and manufactured to standard quoted.
- 10.6 The Offeror must deliver, store, and maintain materials with manufacturer's seals and labels intact.
- 10.7 The Offeror must identify to the Project Authority, all newly installed and replaced equipment or items and provide related information in an electronic format that includes, but shall not be limited to:
- Manufacturer Name;
 - Manufacturer Equipment, Product, Item Name;
 - Model Name;
 - Serial Number;
 - Any other required information, data, or documentation identified by the Project Authority.
- 10.8 The Offeror must report all halo-carbon leaks, losses, additions, removal or evacuation to the site OIC, and record this information in the on-site Halo-carbon Management Log (provided by the OIC).

11. Site Security

All security requirements will be identified and managed by the Project Authority including any Work that will be carried out after Working Hours.

12. Safety

The Offeror must:

- 12.1 Comply with the Canada Labour Code Part II and the Canada Occupational Health and Safety Regulations.
- 12.2 Comply with the Provincial Occupational Health and Safety Act and supporting Occupational General Safety Regulations as amended

- 12.3 Observe and enforce construction safety measures required by the following statutes and authorities:
- The National Building Code of Canada, Part 8;
 - The National Fire Code of Canada;
 - Workers Compensation Board of PEI; and
 - Municipal Statutes and Ordinances.
- 12.4 Provide training to the Offeror's personnel related to the Work, which must include, but is not limited to:
- Safe operation of tools and equipment;
 - Proper use of personal protective equipment;
 - Safe work practices and procedures of given task; and
 - Site safety rules and conditions.

13. Safety Violations

The Offeror must have their own written disciplinary procedures for Safety Violations or non-compliance of Work and Site safety rules and regulations. In addition to this, DFO will take the following actions in the event of a Safety Violation:

- First Violation: Verbal warning issued to the Offeror for the first violation of a safety regulation, rules, policy and procedures –. (Violation will be documented on contract file, copy to Offeror and Project Authority).
- Second Violation: Written warning issued to the Offeror for the second violation of a safety regulation, rules, policy and procedures. (Violation will be documented on contract file, copy to Offeror and Project Authority).
- Third Violation: A third violation of a safety regulation, rules, policy and procedures may result in the termination of the Standing Offer with a recommendation to the Contracting Authority that the Offeror be denied access to future DFO solicitation processes. (Documented to contract file, copies to Offeror and Project Authority)
- Serious Violation. A Serious Violation exists when a hazard caused by the Offeror, could cause an accident or illness that would most likely result in death or serious physical harm, unless the Offeror did not know or could not have known of the violation. A Serious Violation of a safety regulation, rules, policy and procedures as deemed by a Regulator, Project Authority or Safety Officer will result in the termination of the Standing Offer with a recommendation to the Contracting Authority that the Offeror be denied access to future DFO solicitation processes. (Documented to contract file, copies to Offeror and Project Authority).
- 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 Offeror or the Offeror being found guilty by the courts may result in that Offeror being denied access to future contracts.

14. Safety Plan

- 14.1 Subject to the applicable Provincial Occupational Health and Safety Act the offeror must furnish the Project Authority with a copy of their current company Occupational Health and Safety Policy, upon request.
- 14.2 Site Specific Hazard Assessment: The Offeror must conduct a Site Specific Hazard Assessment and list the identified risks and safety hazards; including potential health risks and safety hazards that are based on type of site, site location, work, services, activities, site conditions, adjacent site conditions, local environment, and all other related factors and conditions.

- 14.3 Safety Measures or Controls : The Offeror must define engineering controls, personal protective equipment and safe work practices used to mitigate hazards and risks listed under section 14.2 Site Specific Hazard Assessment of this document.
- 14.4 Emergency Response Plan: The Offeror must define 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; responses to all hazards and risks listed under section 14.2 Site Specific Hazard Assessment of this document; and a Site existing Emergency Response and Evacuation Plan including evacuation measures.
- 14.5 Contact List: The Offeror must include, as part of the HASP, a current Contact List, which must include, but is not limited to the following contact information:
- a) Offeror's Company Info, including Offeror's Representative contact information;
 - b) Offeror's Company Health, Safety and Environmental (HSE) Representative;
 - c) Federal, Provincial, and local emergency response and 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, among others; and
 - d) DFO Gulf Region Project Authority.
 - e) The Offeror must post the HASP at a common location on the Site of the Work, visible to all workers and persons accessing the Site of the Work and ensure that all Offeror's employees, including subcontractors' personnel, are advised of such Safety Plan and of the posted locations.

15. Product Approvals

- 15.1 The Offeror must provide Safety Data Sheets (SDS) in electronic format to the Project Authority prior to start of site work.
- 15.2 The Offeror must 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.
- 15.3 The Offeror must classify and label all controlled products used in the performance of the Work according to the Workplace Hazardous Materials Information System (WHMIS).

16. Key Team Members Certifications

The Offeror must maintain and provide the Project Authority with a current list of at least one available resource for each of the trades described below. This list must be kept up to date and must include copies of the required certificates for each trade. The Offeror must update this list immediately in the event of a personnel change.

16.1 Carpenter.

Any Carpenter assigned by the Offeror to perform the Work under the Standing Offer, must possess the following active, and in good standing certifications:

- WHMIS Training certificate; and
- Red Seal Carpenter Certification or equivalent as per the Red Seal Program, OR designated trade certification as Carpenter, recognized by the province of Prince Edward Island.

16.2 Construction Electrician.

Any Construction Electrician assigned by the Offeror to perform the Work under the Standing Offer, must possess the following active, and in good standing certifications:

- WHMIS Training certificate; and
- Red Seal Construction Electrician Certification or equivalent as per the Red Seal Program, OR designated trade certification as Construction Electrician, recognized by the province of Prince Edward Island.

16.3 Plumber.

Any Plumber assigned by the Offeror to perform the Work under the Standing Offer, must possess the following active, and in good standing certifications:

- WHMIS Training certificate; and
- Red Seal Plumber Certification or equivalent as per the Red Seal Program, OR designated trade certification as Plumber, recognized by the province of Prince Edward Island.

16.4 Refrigeration and Air Conditioning Mechanic.

Any Refrigeration and Air Conditioning Mechanic assigned by the Offeror to perform the Work under the Standing Offer, must possess the following active, and in good standing certifications:

- WHMIS Training certificate; and
- Red Seal Refrigeration and Air Conditioning Mechanic Certification or equivalent as per the Red Seal Program OR designated trade certification as Refrigeration Mechanic, recognized by the province of Prince Edward Island.

17. Communication

The Offeror must have the means and ability to communicate with the Project Authority by email and phone.

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

1. The fixed all-inclusive hourly rates identified here are for the duration of the Standing Offer.
2. All fixed all-inclusive hourly rates includes customs and duties. Applicable Taxes are extra.

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

Time	Resource Category	Fixed All-Inclusive Hourly Rate
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$

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

Time	Resource Category	Fixed All-Inclusive Hourly Rate
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$

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

Time	Resource Category	Fixed All-Inclusive Hourly Rate
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$

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

Time	Resource Category	Fixed All-Inclusive Hourly Rate
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$

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

Time	Resource Category	Fixed All-Inclusive Hourly Rate
During working hours. Between 08:00 and 17:00 Monday to Friday except holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$
Outside working hours. Monday through Sunday, including all day Saturday, Sunday and holidays.	Carpenter	\$
	Construction Electrician	\$
	Plumber	\$
	Refrigeration and Air Conditioning Mechanic	\$
	Helper	\$

Table 6 - Offerors' Mark-up valid during the whole Standing Offer

Item	Markup
Markup on allowance for unspecified material, replacement parts, required permits and certificates, excluding applicable taxes.	%
Markup on allowance for equipment rentals with or without operator, for other than basic shop and Resource Category tools, excluding applicable taxes.	%

The Contractor will be paid its Reasonable Cost, properly incurred, for authorized unspecified materials, replacement parts, required permits and certificates, equipment rentals with or without operator, for other than basic shop and Resource Category tools in the performance of the Work, as determined by a government audit, plus the applicable markup described in Table 6. The results and findings of the government's audit will be conclusive.

Costs included in Fixed All-Inclusive Hourly Rates

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

Authorized Disbursements

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

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

ANNEX C INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: **Canada as represented by Fisheries and Oceans Canada (DFO)** is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada as represented by Fisheries and Oceans Canada (DFO).
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libeled Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional

Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX D STANDING OFFER REPORT

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

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