#### 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.

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

# 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).

## THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

#### Title / Titre

Plumbing Maintenance & Repair Services at the Pacific Biological Station

**Date** 

March 13, 2024

Solicitation No. / N° de l'invitation 30004465B

Client Reference No. / No. de référence du client(e) 30004465B

Solicitation Closes / L'invitation prend fin

At /à: 2:00PM/ 14h

Eastern Standard Time/Heure normale de l'Est

On / le: April 8, 2024

## 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:

<u>DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca</u> **AND/ET** <u>Juan.VillasanaRodriguez@dfo-mpo.gc.ca</u>

# 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	Date

## REQUEST FOR STANDING OFFER (RFSO)

## 30004465B

# Plumbing Maintenance & Repair Services at the Pacific Biological Station

## FISHERIES AND OCEANS

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This RFSO cancels and supersedes previous RFSO number 30004465A, dated January 29, 2024 with a closing of February 13, 2024 at 2:00 PM EST, SOME OFFERORS WILL BE INVITED DIRECTLY.

#### PART 1 – GENERAL INFORMATION

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:

	ionovo.	
ı	Part 1	General Information: provides a general description of the requirement;
ļ	Part 2	Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
ļ	Part 3	Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
ı	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;
ļ	Part 5	Certifications and Additional Information: includes the certifications and additional information to be provided;
ļ	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:

Part 7 /A, Standing Offer, and /B, 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 Pacific Biological Station is a renowned centre for scientific research encompassing several facilities including laboratories, aquaculture facilities, cold rooms, computer networks, ammonia chiller plant for chilled process services, warehouse spaces, and wharfs. The complex is situated on a 5.7 hectare site with 1,828 m² primary offices in a four storey building and 935 m² three storey building. The site also consists of a four storey 5,714 m² laboratory wing and 650 m² single storey aquaculture building. Subsidiary buildings include a salt water pump house supplying research sea water at flows up to 2.3 m³ per minute, an ammonia chiller plant building, and out buildings of approximately 13,234 m² total area. Plumbing arrangements include acid waste systems, lab vacuum piping systems, fire sprinkler systems, distilled water systems, glycol and water chilled cooling systems, heated and chilled salt water systems, heated and chilled fresh water systems, potable domestic hot and cold water systems, lab effluent treatment systems, sewage pumping systems, sanitary waste systems, roof and perimeter drainage systems, roadway drainage oil separators, process waste systems, site fire main systems, and wharf connections for potable and fire main water. Heating arrangements consist of natural gas building furnaces and boiler heating for domestic hot water, and process water heating.

#### **Objectives of the Requirement**

The objective of the Standing Offer is to provide plumbing and water heating maintenance and installation services for the Department of Fisheries and Oceans at the Pacific Biological Station, Nanaimo, B.C. The Work is to be furnished on "as and when requested" basis. The Pacific Biological Station is comprised of 32 individual structures with main occupancy structures housing offices, common spaces and laboratories. The site relies on both municipal potable water and salt water intake systems for use in various processes throughout the site. Support structures include various process equipment including steam and hot water boilers, pumps, air compressors and various filtration systems. Requirement of service will involve the repair and installation commercial and industrial plumbing related equipment.

#### **Required Services**

Requested services will be identified in each call-up. Call-ups may include, but are not limited to, any or all of the following services:

- Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment or any other method or tool approved and necessary for the performance of the Work.
- Fill pipes or plumbing fixtures with water or air and observe pressure gauges to detect and locate leaks.
- Repairs needed associated to glycol systems including but not limited to repairs of piping, valves, flanges and recharging of glycol.
- Verify proper operation of boilers and conduct maintenance. Service include testing of all safety devices associated to small steam boilers (steam and condensing) and boiler associated equipment.
- Inspection and installation of backflow preventers.
- Study building plans and inspect structures to assess material and equipment needs, to establish
  the sequence of pipe installations, and to plan installation around obstructions such as electrical
  wiring.
- Locate and mark the position of pipe installations, connections, passage holes, and fixtures in structures, using measuring instruments such as precision rulers and laser levels.
- Measure, cut, thread, and bend pipe to required angle, using hand or power tools or machines such as pipe cutters, pipe-threading machines, and pipe-bending machines.
- Install pipe assemblies, fittings, valves, appliances such as dishwashers and water heaters, and fixtures such as sinks and toilets.
- Cut openings in structures to accommodate pipes and pipe fittings.

- Repair and maintain plumbing, replacing defective washers, replacing or mending broken pipes, and opening clogged drains.
- Replace underground storm, sanitary and water piping systems and extend piping to connect fixtures and plumbing to these systems.
- Replace and service large pumps supplying salt and fresh water to lines ranging from 4" in diameter to 14" diameter. The service would include bearing repairs, shaft alignment, repair couplings and perform testing on pump motors.
- Supply and install stainless steel, ABS or PVC piping, valves and associated fixtures.

#### 1.3 Security Requirements

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

#### 1.4 Debriefings

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

#### 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 7.14 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u> (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 <u>2006</u>, 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 British Columbia.

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

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

#### 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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

#### 3.1 Offer Preparation Instructions

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 must 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.

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 page;
- b) use a numbering system that corresponds to the bid solicitation.

#### 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 not marked as "Optional" 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
	Industrial Mechanic (Millwright) ( <b>Optional</b> )	\$ (Offeror to complete)			
	Gasfitter — Class A	\$ (Offeror to complete)	50	\$	(Offeror to complete)
During normal working hours.	Plumber	\$ (Offeror to complete)	200	\$	(Offeror to complete)
Between 08:00 and 16:30	Steamfitter/Pipefitter	\$ (Offeror to complete)	100	\$	(Offeror to complete)
Monday to Friday except holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	200	\$	(Offeror to complete)
	Industrial Mechanic (Millwright) (Optional)	\$ (Offeror to complete)			
Outside normal	Gasfitter — Class A	\$ (Offeror to complete)	8	\$	(Offeror to complete)
working hours.  Monday through	Plumber	\$ (Offeror to complete)	40	\$	(Offeror to complete)
Sunday, including all day Saturday,	Steamfitter/Pipefitter	\$ (Offeror to complete)	8	\$	(Offeror to complete)
Sunday and holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
nondayo.	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	40	\$	(Offeror to complete)
	Table 1 - Total Evaluated Price			Èvalu	ror to complete) Sum of lated Prices. Do not include nal 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
	Industrial Mechanic (Millwright) (Optional)	\$ (Offeror to complete)			
	Gasfitter — Class A	\$ (Offeror to complete)	50	\$	(Offeror to complete)
During normal working hours.	Plumber	\$ (Offeror to complete)	200	\$	(Offeror to complete)
Between 08:00 and 16:30	Steamfitter/Pipefitter	\$ (Offeror to complete)	100	\$	(Offeror to complete)
Monday to Friday except holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	200	\$	(Offeror to complete)
	Industrial Mechanic (Millwright) (Optional)	\$ (Offeror to complete)			
Outside normal	Gasfitter — Class A	\$ (Offeror to complete)	8	\$	(Offeror to complete)
working hours.	Plumber	\$ (Offeror to complete)	40	\$	(Offeror to complete)
Monday through Sunday, including all day Saturday,	Steamfitter/Pipefitter	\$ (Offeror to complete)	8	\$	(Offeror to complete)
Sunday and holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
Holidays.	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	40	\$	(Offeror to complete)
	Table 2 - Total Evaluated Price				or to complete) Sum of ated Prices. Do not include nal 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
	Industrial Mechanic (Millwright) (Optional)	\$ (Offeror to complete)			
	Gasfitter — Class A	\$ (Offeror to complete)	50	\$	(Offeror to complete)
During normal working hours.	Plumber	\$ (Offeror to complete)	200	\$	(Offeror to complete)
Between 08:00 and 16:30	Steamfitter/Pipefitter	\$ (Offeror to complete)	100	\$	(Offeror to complete)
Monday to Friday except holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	200	\$	(Offeror to complete)
	Industrial Mechanic (Millwright) (Optional)	\$ (Offeror to complete)			
Outside normal	Gasfitter — Class A	\$ (Offeror to complete)	8	\$	(Offeror to complete)
working hours.  Monday through	Plumber	\$ (Offeror to complete)	40	\$	(Offeror to complete)
Sunday, including all day Saturday,	Steamfitter/Pipefitter	\$ (Offeror to complete)	8	\$	(Offeror to complete)
Sunday and holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
nondayo.	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	40	\$	(Offeror to complete)
	Table 3 - Total Evaluated Price			Èvalu	or to complete) Sum of ated Prices. Do not include nal 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
	Industrial Mechanic (Millwright) (Optional)	\$ (Offeror to complete)			
	Gasfitter — Class A	\$ (Offeror to complete)	50	\$	(Offeror to complete)
During normal working hours.	Plumber	\$ (Offeror to complete)	200	\$	(Offeror to complete)
Between 08:00 and 16:30	Steamfitter/Pipefitter	\$ (Offeror to complete)	100	\$	(Offeror to complete)
Monday to Friday except holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	200	\$	(Offeror to complete)
	Industrial Mechanic (Millwright) (Optional)	\$ (Offeror to complete)			
Outside normal	Gasfitter — Class A	\$ (Offeror to complete)	8	\$	(Offeror to complete)
working hours.  Monday through	Plumber	\$ (Offeror to complete)	40	\$	(Offeror to complete)
Sunday, including all day Saturday,	Steamfitter/Pipefitter	\$ (Offeror to complete)	8	\$	(Offeror to complete)
Sunday and holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
Holidays.	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	40	\$	(Offeror to complete)
	Table 4 - Total Evaluated Price				ror to complete) Sum of lated Prices. Do not include anal Resource Categories.

	Table 5 - Standing Offer P	eriod Year 5: Period 12 m		of Yea	ar 4
Time	Resource Category	(A) Fixed All-Inclusive Hourly Rate	(B) Est. Level of Effort (hours per year)		(A x B) Evaluated Price
	Industrial Mechanic (Millwright) (Optional)	\$ (Offeror to complete)			
	Gasfitter — Class A	\$ (Offeror to complete)	50	\$	(Offeror to complete)
During normal working hours.	Plumber	\$ (Offeror to complete)	200	\$	(Offeror to complete)
Between 08:00 and 16:30	Steamfitter/Pipefitter	\$ (Offeror to complete)	100	\$	(Offeror to complete)
Monday to Friday except holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	200	\$	(Offeror to complete)
	Industrial Mechanic (Millwright) (Optional)	\$ (Offeror to complete)			
0.4-14	Gasfitter — Class A	\$ (Offeror to complete)	8	\$	(Offeror to complete)
Outside normal working hours. Monday through	Plumber	\$ (Offeror to complete)	40	\$	(Offeror to complete)
Sunday, including all day Saturday,	Steamfitter/Pipefitter	\$ (Offeror to complete)	8	\$	(Offeror to complete)
Sunday and holidays.	Sprinkler Fitter (Optional)	\$ (Offeror to complete)			
nolidays.	Pressure Welder (Optional)	\$ (Offeror to complete)			
	Helper	\$ (Offeror to complete)	40	\$	(Offeror to complete)
Table 5 - Total Evaluated Price				Èvalu	ror to complete) Sum of lated Prices. Do not include anal Resource Categories.

ltem	able 6 - Offerors' Markup valid d  (A)  Markup  (Maximum allowed = 20%)*	(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	% (Offeror to complete)	\$ 450,000.00	\$ (Offeror to complete)
Markup on allowance for equipment rentals for other than basic shop and Resource Category tools.	(Offeror to complete) %	\$ 50,000.00	\$ (Offeror to complete)
	\$ (Offeror to complete) Sum of Evaluated Prices		

<sup>\*</sup>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: \$ (Offeror to complete)
(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); and
- b) meet all mandatory criteria;
- 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 **30**% for the technical merit and **70**% 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 30%.
- 5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of **70%**.
- 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 contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/70 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 (30%) and Price (70%)			
		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 x 30 = 25.55	89/135 x 30 = 19.77	92/135 x 30 = 20.44
Pricing Score	45/55 x 70 = 57.27	45/50 x 70 = 63	45/45 x 70 = 70
Combined Rating	82.82	82.77	90.44
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 twenty-four (24) months of the RFSO closing date.

#### 1.1 MANDATORY REQUIREMENTS

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

The Offeror <u>must</u> 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, or the completed Table 1-4(a) is not included within the Technical Offer, the Offer submission will be disgualified.

Table 1-4(a) - Mandatory Requirements.

No.	Mandatory Requirement	Meets Criteria (√)	Proposal Page No.
МО	Table 1-4(a)  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.		N/A
M1	Company Profile  The Offeror must provide with their Technical Offer a corporate profile including the following information:  Offeror's Legal Name; whether it is incorporated, partnership, sole proprietorship, or other; Month and year it started doing business; Description of the services it provides; and List of projects it has worked on for industrial facilities equipment.  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.		
M2	Experience –Plumbing Services  The Offeror must have Recent experience providing Plumbing Services, for a facility(es) deemed as industrial, institutional or commercial.  To demonstrate the required Recent experience, the Offeror must include within their Technical Offer, Verifiable examples of three (3) projects, providing Plumbing Services, for a facility(es) deemed as industrial, institutional or commercial. Such projects must be similar in size, scope and complexity to the services described in the Statement of Work and must have been performed by the Offeror as a contractor or sub-contractor, within the past twenty-four (24) months prior to the RFSO's closing date.  Each example must include reachable Owner's reference contact information and must have been executed to the entire satisfaction of the Owner*.  *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.		

<sup>&</sup>quot;Verifiable" means able to be proved.

#### Tradespersons Subject to the provisions of section 5.2.4.1 Status and Availability of Resources, the Offeror must propose within their Technical Offer at least one resource per the trades of Gasfitter, Plumber, and Steamfitter/Pipefitter, who will be providing services under the Standing Offer. Each proposed resource must possess a minimum of three (3) accumulative vears of experience in a facility(es) deemed as industrial, in their respective trade, within the past sixty (60) months prior to the RFSO's closing date. Each proposed resource must possess the active, and in good standing certifications described in Annex A, Section 2.1.2 in their respective trade. To demonstrate the experience of the proposed resources, the Offeror must include within their Technical Offer, concrete and Verifiable examples, describing when, where, and how the proposed resource met the required experience, including contact information to verify such experience. Pear each proposed resource, the Offeror must include within their Technical Offer, copy of the following active, and in good standing certifications in their М3 respective trade: Gasfitter. Red Seal Gasfitter - Class A Certification or equivalent as per the Red Seal Program, OR designated trade certification as Gasfitter - Class A, recognized by the province of British Columbia. Plumber. Red Seal Plumber Certification or equivalent as per the Red Seal, Program OR designated trade certification as Plumber, recognized by the province of British Columbia. Steamfitter/Pipefitter. Red Seal Steamfitter/Pipefitter Certification or equivalent as per the Red Seal Program OR designated trade certification as Steamfitter/Pipefitter, recognized by the province of British Columbia. Note: a Tradesperson could be proposed for more than one trade, as long as they possess the required certifications and experience in each trade. Helper The Offeror must propose within their Technical Offer at least one resource who will be providing services under the Standing Offer, as Helper. Each proposed Helper must have a minimum of two (2) years of experience as described in Annex A, Section 2.1.2.7. **M4** To demonstrate the experience of the proposed Helper(s), the Offeror must include within their Technical Offer, concrete and Verifiable examples, describing when, where, and how the proposed resource(s) met the required experience, including contact information to verify such experience.

#### 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			
Scoring Criteria	Proposal Page No.	Score (B)	
Additional Trades  The Offeror should propose within their Technical Offer at least one resource per the trades of Industrial Mechanic (Millwright), Sprinkler Fitter and Pressure Welder.  Each proposed resource must possess the active, and in good standing certifications described in Annex A, Section 2.1.2 in their respective trade.  Pear each proposed resource, the Offeror should include within their Technical Offer, copy of the following active, and in good standing certifications in their respective trade:  Industrial Mechanic (Millwright).  Red Seal Industrial Mechanic (Millwright)  Certification or equivalent as per the Red Seal Program, OR designated trade certification as Industrial Mechanic (Millwright), recognized by the province of British Columbia.  Sprinkler Fitter.  Red Sprinkler Fitter Certification or equivalent as per the Red Seal Program OR designated trade certification as Sprinkler Fitter, recognized by the province of British Columbia.  Pressure Welder.  Class A Pressure Welder Certificate issued by the Technical Safety BC, formerly known as BC Safety Authority (BCSA).  Note: a Tradesperson could be proposed for more than one trade, as long as they possess the required certifications in each trade.	Scoring Break Proposal	down Score	
Ine Score of the Offeror's response to Additional Trades (R1) will be:  5 cumulative points if the Offeror proposes at least one resource per the trade of Industrial Mechanic (Millwright), that meets the requirements described in R1 and proposes their applicable Fixed All-Inclusive Hourly Rate in ATTACHMENT 1 to PART 3 PRICING SCHEDULE.  2.5 cumulative points if the Offeror proposes at least one resource per the trade of Sprinkler Fitter, that meets the requirements described in R1 and proposes their applicable Fixed All-Inclusive Hourly Rate in ATTACHMENT 1 to PART 3 PRICING SCHEDULE.  2.5 cumulative points if the Offeror proposes at least one resource per the trade of Pressure Welder, that meets the requirements described in R1 and proposes their applicable Fixed All-Inclusive Hourly Rate in ATTACHMENT 1 to PART 3 PRICING SCHEDULE.			
	Additional Trades  The Offeror should propose within their Technical Offer at least one resource per the trades of Industrial Mechanic (Millwright), Sprinkler Fitter and Pressure Welder.  Each proposed resource must possess the active, and in good standing certifications described in Annex A, Section 2.1.2 in their respective trade.  Pear each proposed resource, the Offeror should include within their Technical Offer, copy of the following active, and in good standing certifications in their respective trade:  Industrial Mechanic (Millwright).  Red Seal Industrial Mechanic (Millwright)  Red Seal Industrial Mechanic (Millwright)  Red Seal Industrial Mechanic (Millwright)  Red Seal Industrial Mechanic (Millwright), recognized by the province of British Columbia.  Sprinkler Fitter.  Red Sprinkler Fitter Certification or equivalent as per the Red Seal Program OR designated trade certification as Sprinkler Fitter, recognized by the province of British Columbia.  Pressure Welder.  Class A Pressure Welder Certificate issued by the Technical Safety BC, formerly known as BC Safety Authority (BCSA).  Note: a Tradesperson could be proposed for more than one trade, as long as they possess the required certifications in each trade.  The Score of the Offeror's response to Additional Trades (R1) will be:  5 cumulative points if the Offeror proposes at least one resource per the trade of Industrial Mechanic (Millwright), that meets the requirements described in R1 and proposes their applicable Fixed All-Inclusive Hourly Rate in ATTACHMENT 1 to PART 3 PRICING SCHEDULE.  2.5 cumulative points if the Offeror proposes at least one resource per the trade of Sprinkler Fitter, that meets the requirements described in R1 and proposes their applicable Fixed All-Inclusive Hourly Rate in ATTACHMENT 1 to PART 3 PRICING SCHEDULE.	Scoring Criteria  Proposal Page No.  Additional Trades  The Offeror should propose within their Technical Offer at least one resource per the trades of Industrial Mechanic (Millwright), Sprinkler Fitter and Pressure Welder.  Each proposed resource must possess the active, and in good standing certifications described in Annex A, Section 2.1.2 in their respective trade.  Pear each proposed resource, the Offeror should include within their Technical Offer, copy of the following active, and in good standing certifications in their respective trade:  Industrial Mechanic (Millwright).  • Red Seal Industrial Mechanic (Millwright)  • Red Seal Industrial Mechanic (Millwright)  certification or equivalent as per the Red Seal Program, OR designated trade certification as Industrial Mechanic (Millwright), recognized by the province of British Columbia.  Sprinkler Fitter.  • Red Sprinkler Fitter Certification or equivalent as per the Red Seal Program OR designated trade certification as Sprinkler Fitter, recognized by the province of British Columbia.  Pressure Welder.  • Class A Pressure Welder Certificate issued by the Technical Safety BC, formerly known as BC Safety Authority (BCSA).  Note: a Tradesperson could be proposed for more than one trade, as long as they possess the required certifications in each trade.  The Score of the Offeror's response to Additional Trades (R1) will be:  5 cumulative points if the Offeror proposes at least one resource per the trade of Industrial Mechanic (Millwright), that meets the requirements described in R1 and proposes their applicable Fixed All-Inclusive Hourly Rate in ATTACHMENT 1 to PART 3 PRICING SCHEDULE.  2.5 cumulative points if the Offeror proposes at least one resource per the trade of Pressure Welder, that meets the requirements described in R1 and proposes their applicable Fixed All-Inclusive Hourly Rate in ATTACHMENT 1 to PART 3 PRICING SCHEDULE.	

	Multiple Tradespersons	
R2	In response to the Mandatory Requirements M3 and M4 described in Table 1-4(a), the Offeror should propose more than one resource per each trade, which complies with the requirements described therein.  The Score of the Offeror's response to Multiple Tradespersons (R2) will be:  2.5 cumulative points for each trade where the Offeror has proposed multiple resources that comply with the requirements described in Mandatory Requirements M3 and M4 respectively, as per the criteria described below:  More than one resource proposed for Gasfitter: 2.5 points  More than one resource proposed for Plumber: 2.5 points  More than one resource proposed for Steamfitter/Pipefitter: 2.5 points  More than two resources proposed for Helper: 2.5 points	/10
R3	Indigenous Business  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.  The Score of the Offeror's response to Indigenous Business (R3) will be:  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 R3 Rated Requirement criteria.	/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	Additional Trades	3.5		
R2	Multiple Tradespersons	3.5		
R3	Indigenous Business	3.0		
	Total	10.0		Total Weighted Score (Sum of R1 to R3 Weighted Score)**

<sup>\*</sup>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 <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (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 Security Requirements – Required Documentation

In accordance with the <u>requirements of the Contract Security Program</u> of Public Works and Government Services Canada (<a href="http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html">http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</a>), the Offeror must provide a completed Application for Registration (AFR) form to be given further consideration in the procurement process.

Offerors are reminded to obtain the required security clearance and, as applicable, security capabilities promptly. As indicated above, offerors who do not provide all the required information at bid closing will

be given the opportunity to complete any missing information from the AFR form within a period set by the Contracting Authority. If that information is not provided within the timeframe established by the Contracting Authority (including any extensions granted by the Contracting Authority in its discretion), or if Canada requires further information from the Offeror in connection with assessing the request for security clearance (i.e., information not required by the AFR), the Offeror will be required to submit that information within the time period established by the Contracting Authority, which will not be less than 48 hours. If, at any time, the Offeror fails to provide the required information within the timeframe established by the Contracting Authority, its bid will be declared non-responsive.

#### 5.2.3 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid\_ list) available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> 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.

#### 5.2.4 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.4.1 Status and Availability of Resources

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

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

#### **5.2.4.2 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.

#### 5.2.4.3 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 <u>Financial</u> <u>Administration Act</u> 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <a href="Contracting Policy Notice: 2019-01">Contracting Policy Notice: 2019-01</a> 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.

#### 5.2.4.4 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:

Identini	Cation of this Offeror.
,	The legal name of the entity or individual, as applicable (the name associated with the Sociance 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) if appli	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or cable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
d) GST/H	For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN o ST 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 <u>Ineligibility and Suspension Policy</u> (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

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

#### 6.1 Security Requirements

- 1. Before issuance of a standing offer, the following conditions must be met:
  - the Offeror must hold a valid organization security clearance as indicated in Part 7A -Standing Offer;
- 2. Before access to sensitive information is provided to the Offeror, the following conditions must be met:
  - the Offeror's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Standing Offer and Resulting Contract Clauses;
  - (b) the Offeror's security capabilities must be met as indicated in Part 7 Standing Offer and Resulting Contract Clauses.
- 3. For additional information on security requirements, offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

#### 6.2 Insurance Requirements

The Offeror 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 D.

#### OR

b) Certificate of Insurance complying with the Insurance Requirements specified in Annex D.

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

**Note**: Copy of a Certificate of Insurance which does not comply with all the Insurance Requirements specified in Annex D, **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 perform the Work in accordance with the Statement of Work at Annex A.

#### 7.2 Security Requirements

- **7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.
  - 1. The Offeror must, at all times during the term of the Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
  - 2. The Offeror's personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
  - 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
  - 4. The Offeror must comply with the provisions of the:
    - a) Security Requirements Check List and security guide (if applicable), attached at Annex C.
    - b) Contract Security Manual (Latest Edition).

#### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 E. 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.

#### 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.

#### 7.5 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

Title: Address:

(to be provided at standing offer award)

The Offeror's Representative for t	he Standing C	Offer is:
Name:		

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 F 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 2.1.2 and security requirements described in Part 7A, section 7.2.1.
  - **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 form identified in paragraph 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements. Low dollar value requirements are defined as work requirements that do not exceed \$10,000.00 in value including applicable taxes, travel and any other applicable fees or charges.

- 1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for services in the Standing Offer at the fixed hourly rates for each category of resource and in accordance with the terms and conditions specified in the Standing Offer.
- Any of the following forms could be used which are available through <u>PWGSC Forms Catalogue</u> website:
  - a) PWGSC-TPSGC 942 Call-up Against a Standing Offer

or

- b) An equivalent form or electronic Call-up document which contains at a minimum the following information:
  - Offeror 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 <u>2005</u> (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, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) Annex E, Standing Offer Report;
- j) Annex F, Offeror's Approved Personnel;
- k) 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 <u>M3020C</u> (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 British Columbia.

#### 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. General Conditions

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

**7.2.1.** Subsection 10 of <u>2010C</u> (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

- Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> and <u>Attn: *TBD*</u>. 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.
- 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) <u>TBD</u>. <u>Note:</u> Invoice will be return to the Contractor if that information is not provided);
  - 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
  - I. 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 <u>2010C</u> (2022-12-01), General Conditions - Services (Medium Complexity) – Invoice submission will not apply to payments made by credit cards.

# 7.2.2 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 <u>Public Service Superannuation Act</u> (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

- 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:

- 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 Pacific Biological Station, located at 3190 Hammond Bay Rd, Nanaimo, BC V9T 6N7 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 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 <a href="mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca">DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</a> with a cc to: **TBD** Attn: **[to be identified at the time of standing offer award]** and provides the required information as stated in subsection 7.2.1. above.

#### 7.7 Insurance – Specific Requirement

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

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

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

# 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. INTRODUCTION

#### 1.1. GENERAL OBJECTIVES

The objective of the Standing Offer is to provide plumbing and water heating services for the Department of Fisheries and Oceans at the Pacific Biological Station, Nanaimo, B.C. The Work is to be furnished on "as and when requested" basis. The Pacific Biological Station is comprised of 32 individual structures with main occupancy structures housing offices, common spaces and laboratories. The site relies on both municipal potable water and salt water intake systems for use in various processes throughout the site. Support structures include various process equipment including steam and hot water boilers, pumps, air compressors and various filtration systems. Requirement of service will involve the repair and installation commercial and industrial plumbing related equipment.

#### 1.2. BACKGROUND

The Pacific Biological Station is a renowned centre for scientific research encompassing several facilities including laboratories, aquaculture facilities, cold rooms, computer networks, ammonia chiller plant for chilled process services, warehouse spaces, and wharfs. The complex is situated on a 5.7 hectare site with 1,828 m² primary offices in a four storey building and 935 m² three storey building. The site also consists of a four storey 5,714 m² laboratory wing and 650 m² single storey aquaculture building. Subsidiary buildings include a salt water pump house supplying research sea water at flows up to 2.3 m³ per minute, an ammonia chiller plant building, and out buildings of approximately 13,234 m² total area. Plumbing arrangements include acid waste systems, lab vacuum piping systems, fire sprinkler systems, distilled water systems, glycol and water chilled cooling systems, heated and chilled salt water systems, heated and chilled fresh water systems, potable domestic hot and cold water systems, lab effluent treatment systems, sewage pumping systems, sanitary waste systems, roof and perimeter drainage systems, roadway drainage oil separators, process waste systems, site fire main systems, and wharf connections for potable and fire main water. Heating arrangements consist of natural gas building furnaces and boiler heating for domestic hot water, and process water heating.

#### 1.3. REFERENCES

- Canada Labour Code (CLC).
- Canadian Standards Association (CSA) Standards.
- Workplace Hazardous Materials Information System (including Safety Data Sheets).
- Underwriters Laboratories of Canada (ULC) Standards.
- National Fire Code of Canada (NFC).
- WorkSafe BC Regulations.
- Canadian Plumbing Code.

#### 2. REQUIRED SERVICES

Requested services will be identified in each call-up. Call-ups may include, but are not limited to, any or all of the following services:

- Assemble pipe sections, tubing and fittings, using couplings, clamps, screws, bolts, cement, plastic solvent, caulking, or soldering, brazing and welding equipment or any other method or tool approved and necessary for the performance of the Work.
- Fill pipes or plumbing fixtures with water or air and observe pressure gauges to detect and locate leaks.
- Repairs needed associated to glycol systems including but not limited to repairs of piping, valves, flanges and recharging of glycol.

- Verify proper operation of boilers and conduct maintenance. Service include testing of all safety devices associated to small steam boilers (steam and condensing) and boiler associated equipment.
- Inspection and installation of backflow preventers.
- Study building plans and inspect structures to assess material and equipment needs, to establish
  the sequence of pipe installations, and to plan installation around obstructions such as electrical
  wiring.
- Locate and mark the position of pipe installations, connections, passage holes, and fixtures in structures, using measuring instruments such as precision rulers and laser levels.
- Measure, cut, thread, and bend pipe to required angle, using hand or power tools or machines such as pipe cutters, pipe-threading machines, and pipe-bending machines.
- Install pipe assemblies, fittings, valves, appliances such as dishwashers and water heaters, and fixtures such as sinks and toilets.
- Cut openings in structures to accommodate pipes and pipe fittings.
- Repair and maintain plumbing, replacing defective washers, replacing or mending broken pipes, and opening clogged drains.
- Replace underground storm, sanitary and water piping systems and extend piping to connect fixtures and plumbing to these systems.
- Replace and service large pumps supplying salt and fresh water to lines ranging from 4" in diameter to 14" diameter. The service would include bearing repairs, shaft alignment, repair couplings and perform testing on pump motors.
- Supply and install stainless steel, ABS or PVC piping, valves and associated fixtures.

#### 2.1. Work requirements

The Offeror must comply with the following Work Requirements in the performance of the Work:

# 2.1.1.Cleaning the Work

The Offeror must maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris. The Offeror must remove waste material and debris, and all plant and material not required for the performance of any remaining Work and, unless otherwise stipulated in the Call-Up, must cause the Work and its site to be clean and suitable for occupancy by Canada. Before acceptance of the Work, the Offeror must remove all surplus plant and materials and any waste products and debris from the site of the Work.

The Offeror must upon completion of the Work, clear and clean the Work and its site to the satisfaction of and in accordance with any directions of the Project Authority.

#### 2.1.2. Tradespersons Certifications and Experience.

# 2.1.2.1. Industrial Mechanic (Millwright).

Any Millwright assigned by the Offeror to perform the Work under the Standing Offer, must have a minimum of 3 years of experience as a Millwright in a facility(es) deemed as industrial, and possess the following active, and in good standing certifications:

 Red Seal Industrial Mechanic (Millwright) Certification or equivalent as per the Red Seal Program OR designated trade certification as Industrial Mechanic (Millwright), recognized by the province of British Columbia.

#### 2.1.2.2. Gasfitter — Class A.

Any Gasfitter assigned by the Offeror to perform the Work under the Standing Offer, must have a minimum of 3 years of experience as a Gasfitter in a facility(es) deemed as industrial, and possess the following active, and in good standing certifications:

 Red Seal Gasfitter - Class A Certification or equivalent as per the Red Seal Program OR designated trade certification as Gasfitter - Class A, recognized by the province of British Columbia.

#### 2.1.2.3. Plumber.

Any Plumber assigned by the Offeror to perform the Work under the Standing Offer, must have a minimum of 3 years of experience as a Plumber in a facility(es) deemed as industrial, and possess the following active, and in good standing certifications:

 Red Seal Plumber Certification or equivalent as per the Red Seal Program OR designated trade certification as Plumber, recognized by the province of British Columbia.

#### 2.1.2.4. Steamfitter/Pipefitter.

Any Steamfitter/Pipefitter assigned by the Offeror to perform the Work under the Standing Offer, must have a minimum of 3 years of experience as a Steamfitter/Pipefitter in a facility(es) deemed as industrial, and possess the following active, and in good standing certifications:

 Red Seal Steamfitter/Pipefitter Certification or equivalent as per the Red Seal Program OR designated trade certification as Steamfitter/Pipefitter, recognized by the province of British Columbia.

# 2.1.2.5. Sprinkler Fitter.

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

 Red Seal Sprinkler Fitter Certification or equivalent as per the Red Seal Program OR designated trade certification as Sprinkler Fitter, recognized by the province of British Columbia.

#### 2.1.2.6. Pressure Welder.

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

 Class A Pressure Welder Certificate issued by the Technical Safety BC, formerly known as BC Safety Authority (BCSA).

# 2.1.2.7. Helper

Any Helper assigned by the Offeror to perform the Work under the Standing Offer, must have a minimum of two (2) years of experience in their respective trades.

#### 2.1.3. Work Schedule

When requested, the Offeror must provide the Standing Offer Authorities, a Work Schedule showing progress stages and completion of or Work.

Normal working hours are, from 8:00 AM to 4:30 PM (0800 to 1630) Monday to Friday except holidays unless otherwise requested by the Project Authority.

#### 2.1.4.Offeror Use Of Site

Use and access of DFO site is subject to:

• Traffic and parking regulations established by DFO; and

Security regulations established by DFO.

The Offeror must not unreasonably encumber site with materials or equipment; move stored products or equipment, which interferes with of operations of DFO or other contractors. Use of DFO facilities is not permitted unless otherwise indicated or approved in writing by the Project Authority. Smoking is not allowed in DFO buildings.

#### 2.1.5. Scheduling

The Offeror must perform all Work as scheduled and defined with each call-up.

#### 2.1.6. Site Safety Orientation

All Offeror's employees who require access to the site of Work must attend a site safety orientation at the Pacific Biological Station located at 3190 Hammond Bay Rd, Nanaimo BC, V9T 6N7 prior to first working on the site of Work.

#### 2.1.7. Hazardous Products

The Offeror must comply with the requirements of the Workplace Hazardous Materials Information System (Including Safety Data Sheets) regarding use, handling, storage and disposal of hazardous materials, and regarding the labeling and provision of Safety Data Sheets (SDS) acceptable to the departmental representative and in accordance with the Canada Labour Code.

#### 2.1.8. Overloading

The Offeror must ensure any Work performed with large or heavy loads will be carried out safely to prevent any injuries or damage to property.

#### 2.1.9.Falsework

If a falsework is required, the Offeror must comply with CSA S269.1 standards for the design and construction of falsework.

#### 2.1.10. Scaffolding

If scaffolding is required, the Offeror Must comply with CSA S269.1 standard to ensure scaffolding is designed, constructed and maintained in a secure and safe manner.

#### 2.1.11. Confined Spaces

When the Work requires access to confined spaces, the Offeror must:

- Provide a copy of their Confined Space Certification to the Project Authority, upon request.
- Carried out the Work in compliance with the Canada Occupational Safety and Health Regulations.
- Supply confined space entry plan.

# 2.1.12. Hot Work

Hot work includes cutting or melting with use of a torch, or other open flame devices. Grinding or other equipment producing sparks is also included.

The Offeror must obtain Hot Work permits from the Project Authority before any welding, cutting or any other hot work operations can be carried out on site.

#### 2.1.13. Fire Safety Requirements

The Offeror must:

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

# 2.1.14. Fire Protection and Alarm Systems

The Offeror is liable for any costs incurred by the fire department, the facility owner, or tenants as a result of false fire alarms at the site of Work, directly or indirectly triggered, as a consequence of the execution of the Work.

Fire protection and alarm systems must not be:

- a. Obstructed;
- b. Shut off;
- c. Left inactive at the end of a working day or shift; or
- d. Used for any purposes other than firefighting (fire hydrants, standpipes, hose systems).

#### 2.1.15. Unforeseen Hazards

If an unforeseen safety or hazard condition or situation become evident to the Offeror during the performance of the Work, the Offeror must stop the Work immediately, follow the corresponding safety procedure (if applicable) and advise the Project Authority verbally and in writing.

# 2.1.16. Health and Safety Requirements and Action

In case of a health and safety non-compliance issue, caused by an act or omission of the Offeror, in the performance of the Work, the Offeror must:

- a. Immediately address health and safety non-compliance issue;
- b. Provide the Project Authority with a written report of action taken to correct non-compliance with health and safety issues identified.

The Project Authority may order to stop the Work if a non-compliance to health and safety regulations is not corrected immediately or within a reasonable and agreed time. The offeror is liable for any costs incurred as a result of the stop of the Work.

#### 2.1.17. Excavation Approval

If the Work requires excavation services, the Offeror must obtain approval to excavate from the Project Authority prior to initiate the Work. The Offeror must not do excavations until a scanning for utilities has be conducted by the Project Authority and authorized in written such excavation.

# 2.1.18. Plumbing Material

Unless otherwise specified in the call-up, all material incorporated in the Work must be new.

If Canada agrees that the Offeror's application for substitution of a reused, refurbished or recycled item is warranted, and that the substitute item is of acceptable quality and value to that specified and is suitable for the intended purpose, Canada may approve the substitution, subject to the following:

a. the request for substitution must be made in writing to Canada and must be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by Canada;

- b. the Offeror must make the request for substitution in a manner that must not negatively affect the progress schedule of the Offeror and well in advance of the time the item of Material must be ordered:
- c. substitution of Material must be permitted only with the prior written approval of Canada, and any substituted items that are supplied or installed without such approval must be removed from the site of the Work at the expense of the Offeror, and specified items installed at no additional cost to Canada; and
- d. the Offeror is responsible for all additional expenses incurred by Canada, the Offeror, its subcontractors and suppliers at any tier due to the Offeror's use of the substitute.

#### 2.1.19. Installation of Plumbing

- a. The Offeror must ensure that all piping is cut square and reamed, and that tubing and pipe ends and recesses of fittings are cleaned to be assembled without binding.
- b. The Offeror must ensure all piping is assembled using fittings to ANSI standards.
- c. The Offeror must install all materials and equipment in accordance with manufacturer's recommendations.
- d. The Offeror must review blueprints and building codes and specifications to ensure compliance with applicable codes and standards.
- e. The Offeror must study building plans and inspect structures to assess material and equipment needs, to establish the sequence of pipe installations, and to plan installation around obstructions such as electrical wiring.

#### 2.1.20. Water Conservation & Environment

The Offeror must only use plumbing fixtures that are CSA approved of the "Ultra Low Flush" or low water flow type when possible.

# 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 normal	Industrial Mechanic (Millwright) (Optional)	\$
working hours.	Gasfitter — Class A	\$
Between 08:00	Plumber	\$
and 16:30	Steamfitter/Pipefitter	\$
Monday to Friday	Sprinkler Fitter (Optional)	\$
except holidays.	Pressure Welder (Optional)	\$
	Helper	\$
Outside normal	Industrial Mechanic (Millwright) (Optional)	\$
working hours.	Gasfitter — Class A	\$
Monday through	Plumber	\$
Sunday, including all day Saturday, Sunday and	Steamfitter/Pipefitter	\$
	Sprinkler Fitter (Optional)	\$
holidays.	Pressure Welder (Optional)	\$
Holidays.	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 normal	Industrial Mechanic (Millwright) (Optional)	\$			
working hours.	Gasfitter — Class A	\$			
Between 08:00	Plumber	\$			
and 16:30	Steamfitter/Pipefitter	\$			
Monday to Friday except holidays.	Sprinkler Fitter (Optional)	\$			
	Pressure Welder (Optional)	\$			
	Helper	\$			
Outside normal	Industrial Mechanic (Millwright) (Optional)	\$			
working hours.	Gasfitter — Class A	\$			
Monday through Sunday, including all day Saturday, Sunday and holidays.	Plumber	\$			
	Steamfitter/Pipefitter	\$			
	Sprinkler Fitter (Optional)	\$			
	Pressure Welder (Optional)	\$			
	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 normal working hours. Between 08:00 and 16:30 Monday to Friday except holidays.	Industrial Mechanic (Millwright) (Optional) Gasfitter — Class A Plumber Steamfitter/Pipefitter Sprinkler Fitter (Optional) Pressure Welder (Optional)	\$ \$ \$ \$ \$
oxoopt nondays.	Helper	\$
Outside normal	Industrial Mechanic (Millwright) (Optional)	\$
working hours.	Gasfitter — Class A	\$
Monday through Sunday, including	Plumber	\$
all day Saturday,	Steamfitter/Pipefitter	\$
Sunday and	Sprinkler Fitter (Optional)	\$
holidays.	Pressure Welder (Optional)	\$
Holidays.	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 normal	Industrial Mechanic (Millwright) (Optional)	\$
working hours.	Gasfitter — Class A	\$
Between 08:00	Plumber	\$
and 16:30	Steamfitter/Pipefitter	\$
Monday to Friday	Sprinkler Fitter (Optional)	\$
except holidays.	Pressure Welder (Optional)	\$
	Helper	\$
Outside normal	Industrial Mechanic (Millwright) (Optional)	\$
working hours.	Gasfitter — Class A	\$
Monday through Sunday, including	Plumber	\$
all day Saturday, Sunday and	Steamfitter/Pipefitter	\$
	Sprinkler Fitter (Optional)	\$
holidays.	Pressure Welder (Optional)	\$
Holidays.	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 normal	Industrial Mechanic (Millwright) (Optional)	\$
working hours.	Gasfitter — Class A	\$
Between 08:00	Plumber	\$
and 16:30	Steamfitter/Pipefitter	\$
Monday to Friday	Sprinkler Fitter (Optional)	\$
except holidays.	Pressure Welder (Optional)	\$
	Helper	\$
Outside normal	Industrial Mechanic (Millwright) (Optional)	\$
working hours.	Gasfitter — Class A	\$
Monday through	Plumber	\$
Sunday, including all day Saturday, Sunday and	Steamfitter/Pipefitter	\$
	Sprinkler Fitter (Optional)	\$
holidays.	Pressure Welder (Optional)	\$
Holidays.	Helper	\$

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

ltem	Markup
Markup over authorized unspecified material, replacement parts, required permits and certificates, excluding applicable taxes.	%
Markup over authorized equipment rentals for other than basic shop and Resource Category tools, excluding applicable taxes.	%

The Contractor will be paid its costs reasonably and properly incurred, for authorized unspecified materials, replacement parts, required permits and certificates, equipment rentals 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 SECURITY REQUIREMENTS CHECK LIST



Security Classification / Classification de sécurité

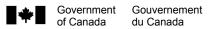
**UNCLASSIFIED** 

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

Originating Government Department or Organiza	A - INFORMATION CONTRACTUELLE	2. Branch or Directorate / Direction générale ou Direction		
Ministère ou organisme gouvernemental d'origin	· ·			
Department of Fisheries and Oceans	FO/RPSS			
3. a) Subcontract Number / Numéro du contrat de	s of Subcontractor / Nom et adresse du sous-traitant			
4. Brief Description of Work - Brève description du t	travail			
Supply plumbing maintenance and repair serv	vices to DFO, Pacific Biological Station	n. 3190 Hammond Bay Rd. Nanaimo B.C. V9T 6N7		
		·		
5. a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchane	Goods? dises contrôlées?	V No Ves Non ☐ Yes		
5. b) Will the supplier require access to unclassifie Regulations?	d military technical data subject to the provi			
Le fournisseur aura-t-il accès à des données Règlement sur le contrôle des données techr	techniques militaires non classifiées qui so	nt assujetties aux dispositions du		
Indicate the type of access required - Indiquer let	·			
6. a) Will the supplier and its employees require ac	ccess to PROTECTED and/or CLASSIFIED	information or assets?		
Le fournisseur ainsi que les employés auront (Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tabl	-ils accès à des renseignements ou à des b n Question 7. c)	oiens PROTÉGÉS et/ou CLASSIFIÉS? V Non Oui		
Will the supplier and its employees (e.g. clear		ss to restricted access areas? No Yes		
No access to PROTECTED and/or CLASSIFI Le fournisseur et ses employés (p.ex. nettoye	IED information or assets is permitted.	L Non V Oui		
L'accès à des renseignements où à des biens	s PROTÉGÉS et/ou CLASSIFIÉS n'est pas	autorisé.		
S'agit-il d'un contrat de messagerie ou de livr	raison commerciales <b>sans</b> entreposage de			
7. a) Indicate the type of information that the suppl	lier will be required to access / Indiquer le ty	ype d'information auquel le fournisseur devra avoir accès		
Canada	NATO / OTAN	Foreign / Étranger		
7. b) Release restrictions / Restrictions relatives à	la diffusion			
No release restrictions Aucune restriction relative à la diffusion	All NATO countries Tous les pays de l'OTAN	No release restrictions Aucune restriction relative à la diffusion		
Not releasable A ne pas diffuser				
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :		
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays	: Specify country(ies): / Préciser le(s) pays :		
7. c) Level of information / Niveau d'information				
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A		
PROTECTED B PROTÉGÉ B	NATO RESTRICTED NATO DIFFUSION RESTREINTE	PROTECTED B PROTÉGÉ B		
PROTECTED C PROTÉGÉ C	NATO CONFIDENTIAL NATO CONFIDENTIEL	PROTECTED C PROTÉGÉ C		
CONFIDENTIAL CONFIDENTIEL	NATO SECRET NATO SECRET	CONFIDENTIAL CONFIDENTIEL		
SECRET SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	SECRET SECRET		
TOP SECRET		TOP SECRET TRÈS SECRET		
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		

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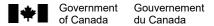


Security Classification / Classification de sécurité

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PART A (continued) / PARTIE A (suite)	
8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  If Yes, indicate the level of sensitivity:  Dans l'affirmative, indiquer le niveau de sensibilité:	No Yes Non Oui
Will the supplier require access to extremely sensitive INFOSEC information or assets:     Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?	No Yes Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :	
Document Number / Numéro du document :	
PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)	
10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis	T TOD OF ODET
RELIABILITY STATUS COTE DE FIABILITÉ CONFIDENTIAL CONFIDENTIAL SECRET SECRET	TOP SECRET TRÈS SECRET
TOP SECRET - SIGINT NATO CONFIDENTIAL NATO SECRET NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET
SITE ACCESS ACCÈS AUX EMPLACEMENTS	
Special comments: Commentaires spéciaux :	
NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être foi	urni.
10. b) May unscreened personnel be used for portions of the work?  Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Yes Oui
If Yes, will unscreened personnel be escorted: Dans l'affirmative, le personnel en question sera-t-il escorté?	No Yes Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS	
11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?  Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?	No Yes Oui
PRODUCTION	
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matérial PROTÉGÉ et/ou CLASSIFIÉ?	No Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?	No Yes Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?	No Yes Oui

Canad'ä



Security Classification / Classification de sécurité

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# PART C (continued) / PARTIE C (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

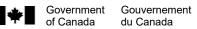
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF																
Category Catégorie		OTEC ROTÉ		CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	А	В	С	Confidential Confidentiel	Secret	Top Secret Très Secret	NATO Restricted NATO Diffusion Restreinte	NATO Confidential NATO Confidentiel	NATO Secret	COSMIC Top Secret COSMIC Très Secret		rotecto Protég B		Confidential Confidentiel	Secret	Top Secret Très Secret
Information / Assets Renseignements / Biens																
Production																
IT Media Support TI																
IT Link Lien électronique																
2. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉ et/ou CLASSIFIÉE?  If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.																
2. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No Non Yes Oui																
If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).																

Security Classification / Classification de sécurité
UNCLASSIFIED





Security Classification / Classification de sécurité

# UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE	D - AUTORISATIO	N				
13. Organization Project Authority / Ch		ganisme				
Name (print) - Nom (en lettres moulées	Title - Titre		Signature			
Pieter Stubbings		Mechanical	Supervisor		Digitally signed by Stubbings, Pieter	
The state of the s				Pieter	Date: 2023.05.16 08:43:27 -07'00'	
Telephone no Nº de téléphone	Facsimile - Télécopi	ieur	E-mail address - Adresse co	urriel	Date	
2507567323			pieter.stubbings@dfo-r	mpo.gc.ca	2023-05-16	
14. Organization Security Authority / Ro	esponsable de la séci	urité de l'organis	me			
Name (print) - Nom (en lettres moulées	s)	Title - Titre		Signature		
Warren Kerek		Regional So	ecurity Officer	Kerek, Warren Date: 2023.05.18 14:44:10 – 07'00'		
Telephone no Nº de téléphone	Facsimile - Télécopi	ieur	E-mail address - Adresse co	urriel	Date	
236-335-3017		warren.kerek@dfo-mpo.gc.ca			2023-05-18	
15. Are there additional instructions (e. Des instructions supplémentaires (				-elles jointes?	No Yes Oui	
16. Procurement Officer / Agent d'appre	ovisionnement					
Name (print) - Nom (en lettres moulées	5)	Title - Titre		Signature		
Telephone no Nº de téléphone	Facsimile - Télécopi	ieur	E-mail address - Adresse co	urriel	Date	
17. Contracting Security Authority / Aut	orisé contractante en	matière de sécu	ırité			
Name (print) - Nom (en lettres moulées	s)	Title - Titre		Signature		
Kelly Mureta Contract Security Office						
Teler Kelly.Mureta@tpsgc-pw	/gsc.gc.ca	ieur	E-mail address - Adresse co	urriel	Date	



#### ANNEX D 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).
  - 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.
  - a. 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.
  - I. 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. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

n. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, 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 E STANDING OFFER REPORT

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

# ANNEX F OFFEROR'S APPROVED PERSONNEL

(to be completed at Standing Offer Award)