

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet HVAC Repair SOA	
Solicitation No. - N° de l'invitation W0127-12LP77/A	Date 2012-04-27
Client Reference No. - N° de référence du client W0127-12LP77	GETS Ref. No. - N° de réf. de SEAG PW-\$PWU-909-9394
File No. - N° de dossier PWU-2-35012 (909)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-18	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Mayhew (RPC), Sylvia	Buyer Id - Id de l'acheteur pwu909
Telephone No. - N° de téléphone (780)497-3645 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Engineer Services Company EDMONTON GARRISON STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	
Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)	
Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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- | | |
|--|----------------------|
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| (v) GC5 Terms of Payment | R2550D (2010-01-11); |
| (vi) GC6 Delays and Changes in the Work | R2865D (2008-05-12); |
| (vii) GC7 Default, Suspension or Termination of Contract | R2870D (2008-05-12); |
| (viii) GC8 Dispute Resolution | R2884D (2008-05-12); |
| (ix) GC9 Insurance | R2590D (2011-05-16); |

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

File No. - N° du dossier

PWU-2-35012

Buyer ID - Id de l'acheteur

pwu909

Client Ref. No. - N° de réf. du client

W0127-12LP77

CCC No./N° CCC - FMS No/ N° VME

Supplementary Conditions, if any;
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R2940D (2010-01-11);
R2950D (2007-05-25);

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PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1, General Information: provides a general description of the requirement;

Part 2, Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3, Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4, Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;

Part 5, Certifications: includes the certifications to be provided;

Part 6, Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses:

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

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

The Annexes include the Statement of Work, the Basis of Payment, Health & Safety, Usage Reports, Offer, and any other annexes.

2. Summary

HVAC Repair, CFB Edmonton, AB.

Request for a Standing Offer (RFSO) for the provision of skilled licensed labour, tools, equipment, supervision and material as requested by Department of National Defence, CFB/ASU Edmonton, Alberta including HMCS NonSuch, Cardiff Transmitter Site and Riverbend Receiver Site, in the form of call ups for the provision of HVAC repair and replacement services for all heating, air conditioning, refrigeration, make up air handling systems and equipment, roof top units, exhaust fans and a 24 hour emergency repair service as detailed in the Statement of Work attached to the Request for Standing Offer. Services are to be provided on an "as required" basis. It is anticipated that only 1 firm will be issued a standing offer. The standing offer will be issued for a term of three (3) years. The total expenditures over the term is estimated at \$551,250.00 (GST/HST included).

This procurement contains MANDATORY requirements. See Part 4 for details.

"The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."

3. Health & Safety Requirements

There are Health & Safety requirements associated with this requirement. See Annex C.

4. Debriefing

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

PART 2 - STANDING OFFER - INSTRUCTIONS TO OFFERORS

1. Standard Instructions and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers RFSO by title, number and date are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Web site: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

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

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.1 Revision of Offer:

An offer submitted in accordance with these instructions may be revised by letter or facsimile, provided that the revision is received at the office designated for the receipt of offers (Bidding address) on or before the date and time set for the closing of the RFSO. The facsimile shall be on the offeror's letterhead or bear a signature that identifies the offeror.

A revision to the unit price schedule must clearly identify the change(s) in the unit price(s) and the specific item(s) to which each change applies.

A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as a confirmation.

Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The bid shall be evaluated based on the original offer submitted and all other compliant revision(s).

Facsimile number for receipt of revisions: **(780) 497-3510**

2.2 Firm Price and/or Rates:

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

2.3 Form: Offers not submitted on the prescribed Offer Form will not be considered.

2.4 Alterations: Any alteration to the pre-printed or pre-typed sections of the Offer Form, or any condition or qualification placed upon the offer may be cause for disqualification of the offer. Alterations, corrections, changes or erasures made to statements or figures entered on the Offer Form by the offeror shall be initialed by the person or persons signing the offer. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialed shall be deemed void and without effect.

2.5 Incomplete Offers: Incomplete offers may be rejected.

2.6 Taxes

The offeror is responsible for all applicable taxes.

Offerors are not to include any amounts for the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/HST shall be billed as a separate item on invoices submitted by the contractor, and shall be paid in addition to the amount approved by Canada for work performed under any resulting Contract. The Contractor shall be required to remit the appropriate amount to the Canada Revenue Agency in accordance with the applicable legislation.

The Federal Government is exempt from the Quebec Sales Tax (QST). Offerors shall not include in their prices any amount that is intended to cover the QST on goods and services performed in the execution of the Work except for such amounts for which an Input Tax Refund is not available. The successful Offeror should make arrangements directly with the Province of Quebec to recover any QST paid by it in performing the Work under the resulting Contract.

2.7 Performance Evaluation

Offerors shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

An electronic version of the form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, used to record the performance is available on the Public Works and Government Services Canada (PWGSC) Web site.

3. Enquiries - Request for Standing Offers

All enquiries **MUST** be submitted in writing to the Standing Offer Authority no later than five (5) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 the province of work.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. General

- 1.1 Insert the hourly rate or unit price against each class of labour, plant, or item of specified material listed on the Unit Price Schedule of the Offer form. Insert the percentage mark-up for Unspecified Material, if any; mathematical extensions against all items including the Contractor's Mark-up on Unspecified Material if applicable, and Total Estimated Amount, GST/HST extra.

The estimated quantities will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

- 1.2 A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

- 1.3 Type or legibly print the offeror's full business name and address in the spaces provided for that purpose in the offer. Indicate the offeror's telephone, emergency telephone and facsimile numbers.

- 1.4 Sign and date the Offer form in the space provided.

2. Offer Preparation Instructions

Financial Offer:

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

3. Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.
- (c) Offers shall be evaluated on the basis of the lowest compliant offer being recommended for issuance of a Standing Offer.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

A) MANDATORY REQUIREMENTS - Required with the Offer

Offers not meeting the following Mandatory Requirements at the time of closing will be deemed non-compliant and receive no further consideration.

- i) Signature and Submission - Page 1 of the Request for Standing Offer (RFSO), and any requisite certificates or licenses identified in the RFSO (eg: Journeyman Tickets) MUST be submitted with ANNEX E - OFFER portion including all appendices. Offers must be submitted to the office designated for the receipt of offers, and must be received on or before the date and time set for solicitation closing shown on page 1 of the RFSO.

B) MANDATORY REQUIREMENTS - Precedent to issuance of a Standing Offer

Failure to comply with the following Mandatory Requirements will result in rejection of the offer.

- i) Health & Safety Requirements - per attached Annex C.
- ii) Proof of Insurance - upon request, per Part 6.
- iii) Proof of Financial Capability - upon request, per Part 6.

1.2. Financial Evaluation

- 1.2.1 Price Schedule - A rate must be entered for each item.
- 1.2.2 Offers retained pursuant to Part 4, will be evaluated on the basis of the total estimated amount quoted, GST/HST extra. It is anticipated that one standing offer will be issued to the lowest compliant offeror.

2. Basis of Selection

2.1 Basis of Selection - Lowest Evaluated Price

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

6. Ranking

- 6.1 Only 1 firm will be issued a standing offer.
- 6.2 The firm submitting the lowest price compliant submission will be issued a Standing Offer.

PART 5 - CERTIFICATIONS

Not Applicable

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

Financial Statements: In order to confirm a bidder's financial capability to perform the Contract, the Contracting Authority may during the bid evaluation phase, request from that bidder current financial information. The requested financial information may include, but is not limited to, a bidder's most recent audited financial statements or financial statements certified by a bidder's chief financial officer. The information provided will be considered in the bid evaluation and selection process. If a bid is found to be non-responsive on the basis that a bidder is considered financially incapable of performing the Contract, that bidder will receive a written notification from the Contracting Authority.

Should a bidder provide the requested information to Canada in confidence while indicating that the disclosed information is confidential, Canada will treat the information in a confidential manner in accordance with the Access to Information Act, R.S. 1985, c.A-1.

2. Insurance Requirements

SACC Manual clause M9015T Insurance Requirements (2011-05-16)

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in SACC Manual clause R2590D GC9 - Insurance (2011-05-16)

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

PART 7 - CLAUSES & CONDITIONS

PART 7(A) - STANDING OFFER

1. Offer - attached at ANNEX E

- .1 General Provisions
- .2 Financial Terms
- .3 Prices
 - Appendix 1
 - Credit Card Payments

2. Standard Clauses and Conditions

- 1) .1 General Conditions - Standing Offer, 2005 (2012-03-02)
- 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

<http://sacc.pwgsc.gc.ca/sacc/query.do?lang=en&id=r&date=current&title=&detail=&type=all&action=search>

- 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Web site:
http://www.hrsdc.gc.ca/en/labour/employment_standards/contracts/schedule/index.shtml

3. Term of Standing Offer - see Annex E - Offer

4. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: *see front page of Standing Offer for details*
 Public Works and Government Services Canada
 Acquisitions Branch

Directorate: Real Property Contracting

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, they are responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

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 (Departmental Representative) 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.

5. Identified users

The Identified User authorized to make call-ups against the Standing Offer is : Department of National Defence, Edmonton, AB.

6. Call-up Procedures

1. Best Standing Offer: the offer that provides best value (lowest aggregate price) will be retained.

The Project Authority will establish the scope of work to be performed by the successful firm and negotiate the level of effort required to perform the work based on the hourly rates contained in the Standing Offer.

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7. CALL-UP INSTRUMENTPublic Works and
Government Services
CanadaTravaux publics et
Services gouvernementaux
Canada**CALL-UP AGAINST A STANDING OFFER**
COMMANDE SUBSÉQUENTE À UNE OFFRE
PERMANENTEIn accordance with
STANDING OFFER NO.: _____Conformément à
L'OFFRE PERMANENTE No. _____Call-up no.
- No de
commandeDated _____
and the terms and conditions therein, you are
Requested to carry out the worked described below.En date du _____
Et les modalités qui y sont énumérées, vous êtes prié
d'exécuter les travaux décrits ci-après.

Contractor's name and address - Nom et adresse de l'entrepreneur		Send invoice to - Expédier la facture à
Fax No. ()		attention:
Project no. - No du projet	Note: Quote standing offer number, project number and call-up number on your invoice. Inscrire le numéro de l'offre permanente, le numéro du projet et le numéro de commande sur la facture.	
Location of work - Endroit des travaux	Call-up cost, GST/HST extra - Coût de la commande, TPS en plus	

Work description - Description des travaux

Certified pursuant to subsection 32 (1) of the Financial Administration Act
Certifié en vertu du paragraphe 32 (1) de la Loi sur la gestion des finances publiques_____
Signature_____
Date

Departmental Representative - Représentant du ministère

Signature_____
Date

PWGSC-TPSGC 2829 (03/2006)

8. Limitation of Call-ups - see Annex E - Offer**9. Financial Limitation** - see Annex E - Offer**10. Priority Documents**

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

- a) the call up against the Standing Offer, including any annexes and any amendments;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) any amendment or variation in the Standing Offer that is made in accordance with the terms and conditions of the Standing Offer;
- e) the general conditions dated and listed in Part 7B, Resulting Contract Clauses;
- f) the supplemental general conditions;
- g) Annexes:
Annex A, Statement of Work and any amendment to the solicitation document incorporated in the Standing Offer before the date of the Standing Offer;
Annex B, Basis of Payment;
Annex C, Health & Safety Requirements - Alberta
Annex D, Periodic Usage Report Form; and
- h) the Offeror's offer Annex E, dated **TBD**;

11. 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 the province of work.

12. Estimates

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

PART 7 (B) - RESULTING CONTRACT CLAUSES

- 1) The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer:
 - (a) Statement of Work - The Contractor must perform the Work described in the call-up against the Standing Offer;
 - (b) General Conditions:

(i)	GC1	General Provisions	R2810D	(2011-05-16);
(ii)	GC2	Administration of the Contract	R2820D	(2011-05-16);
(iii)	GC3	Execution and Control of the Work	R2830D	(2010-01-11);
(iv)	GC4	Protective Measures	R2840D	(2008-05-12);
(v)	GC5	Terms of Payment	R2550D	(2010-01-11);
(vi)	GC6	Delays and Changes in the Work	R2865D	(2008-05-12);
(vii)	GC7	Default, Suspension or Termination of Contract	R2870D	(2008-05-12);
(viii)	GC8	Dispute Resolution	R2884D	(2008-05-12);
(ix)	GC9	Insurance	R2590D	(2011-05-16);
 - (c) Supplementary Conditions, if any;
 - (d) Fair Wages and Hours of Labour - Labour Conditions R2940D (2010-01-11);
 - (e) Allowable Costs for Contract Changes Under GC6.4.1 R2950D (2007-05-25);
 - (f) Schedules of Wage Rates for Federal Construction Contracts;
 - (g) Any amendment issued or any allowable bid revision received before the date and time set for solicitation closing;
 - (h) Any amendment incorporated by mutual agreement between Canada and the Contractor before acceptance of the bid; and
 - (i) Any amendment or variation of the contract documents that is made in accordance with the General Conditions.
 - 2) The documents identified by title, number and date in paragraph 1) are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Website:

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rqqr.do?lang=eng&verb=rese&id=r&date=current&ttrl=&detail=&type=all&action=search>
 - 3) Schedules of Wage Rates for Federal Construction Contracts is included by reference and may be accessed from the Website:

http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml
- NOTE: Contractors should note that a copy of the Labour Conditions and the Fair Wage Schedule applicable to the project location must be posted at the work site in a convenient, easily accessible location.*
- 4) The language of the contract documents shall be the language of the Bid and Acceptance Form submitted.
 - 5) A contract is formed between Canada and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror*. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule, the General Conditions, and the Call-up .
 - 6) Interpretation

"Accepted by the Offeror" * means that the Offeror has agreed to, and commenced performance of the work.

"Minister" includes a person acting for the Minister, the Minister's successor in office, their lawful deputy and their representatives appointed for the purpose of the Standing Offer.

"Departmental Representative" means the Project Authority who 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.

"Superintendent" or "Supervisor" means the employee or representative of the Contractor designated by the Contractor to act as Superintendent;

"Unit Price Table" means the table of prices per unit set out in the Offer; and

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the work as described in each Call-up, and in the technical specifications or statement of work.

1. SUPPLEMENTAL CONDITIONS

INSERT the following supplementary conditions in the resulting General Conditions:

1.1. T1204 - Direct Request by Customer Department

- 1.1.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 1.1.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

1.2. Periodic Reports

- 1.2.1 The Offeror shall provide to the Contracting Authority biannual reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted in the format shown on the attached Annex D "Periodic Usage Report Form" and forwarded to the Contracting Authority no later than fifteen (15) days after the designated reporting period.
- 1.2.2 The Offeror understands that failure to comply may result in the setting aside of the Standing offer.

2. Term of Contract

2.1 Period of the Contract

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

3. Payment

1.3. CHANGES TO GC5 R2550D - TERMS OF PAYMENT

DELETE GC5.4, GC5.5, and GC5.6 and **INSERT** the following:

GC5.4 Payment

.1 Terms of Payment

1. Where the duration of the work identified in a call-up is greater than 30 days, the Contractor may submit monthly progress claims, and shall be entitled to receive progress payments at monthly or other agreed intervals. Subject to verification by the Departmental Representative, payment of the Contractor's invoice for work satisfactorily completed shall be made not later than 30 days after receipt thereof. The due date shall be the 30th day following receipt of a properly submitted invoice.
2. The Contractor shall submit a separate invoice for each Call-up to the Departmental Representative in accordance with any invoicing instructions set out herein. The properly submitted invoice shall be delivered to the Departmental Representative in the agreed format with sufficient detail, information, and backup to permit verification.

The Contractor's invoice shall show the following, as separate items:

- (a) the amount of the progress payment being claimed for Work satisfactorily performed excluding GST/HST;
 - (b) the amount for any tax calculated (GST/HST) in accordance with the applicable federal tax legislation; and
 - (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.
3. The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the progress payment for Work satisfactorily performed.
 4. If, within 15 days of receipt of the invoice, additional information is requested by the Departmental Representative for the purpose of verification, the 30 day payment period shall commence upon receipt of the requested information. Payment shall be made prior to or on the thirtieth (30) day after receipt of the corrected invoice or the required information.
 - .1 Any monthly progress payment made to the Contractor may be subject to a 10% holdback which shall be released to the Contractor with the final payment unless the amount held back is required by Canada to remedy any defect in the Contractor's work.
 - .2 Where the duration of the Work identified in a call-up is equal to or less than thirty (30) days, the Contractor may receive a single payment as full consideration for the Work performed.
 5. Upon completion of the Work in the progress claim, the Contractor maybe requested to provide a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged before any further payment is made.

6. Upon written notice by a Sub-Contractor, with whom the Contractor has a direct contract, of an alleged non payment to the Sub-Contractor, the Departmental Representative may provide the Sub-Contractor with a copy of the latest approved progress payment made to the Contractor for the Work.
7. Upon the satisfactory completion of all Work, the amount due, less any payments already made, shall be paid to the Contractor not later than thirty (30) days after receipt of a properly submitted invoice, and upon request, with a Statutory Declaration in accordance with paragraph 5 above.

4.1 Basis of Payment - see Annex B

4.2 Limitation of Price

Canada will not pay the Contractor for any changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

4.3 Supplemental Invoicing Instructions

.1 Invoices

- .1 All invoices submitted for payment shall show:
 - .1 Construction Engineering Work Order Number,
 - .2 Construction Engineering File Number,
 - .3 Requisition Number, (Requisition on Contract),
 - .4 Public Works and Government Services Canada (PWGSC) Standing Offer Number, and
 - .5 same address as on PWGSC contract.
- .2 Invoices are to include a breakdown as follows:
 - .1 Hourly rate per the Offer and hours of work for each tradesperson.
 - .2 An itemized list of materials used, by cost, shall be shown on all invoices submitted for payment.
 - .3 Extended total.
 - .4 Good and Services Tax (GST/HST) shall be shown as a separate item.
 - .5 Where subcontracting is involved a copy of subcontractor's invoice shall accompany the invoice against the requisition.
 - .6 Where discount or markup is applicable, indicate separately.
- .3 Invoices submitted for payment against this contract that are not properly identified will be returned to the Contractor for proper annotation before certification for payment is made.

4.4 Payment of Invoices by Credit Card

The credit cards _____ and _____ are accepted.

Section GC5.11 Delay in Making Payment, Interest on Overdue Accounts, of GC5 - Terms of Payment R2550D (2010-01-11) will not apply to payments made by credit cards.

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ANNEXES

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	Health & Safety Requirements
Annex D	Periodic Usage Report Form
Annex E	Offer

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ANNEX A

Statement of Work

Refer to attached document

ANNEX B

.1 Basis of Payment

Payments in respect of the agreed price shall be made upon satisfactory performance of the Work, and upon approval of the Departmental Representative, but such payments shall not exceed the amount(s) as specified in the Call Up, for the Work without written authorization.

In consideration of the Contractor satisfactorily completing all of its obligations under the resulting Contract, the Contractor will be paid a firm price, Goods and Services Tax or Harmonized Sales Tax extra.

.1 Hourly Rates:

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract.

See attached for details

Total Estimated Cost - Limitation of Expenditure: \$525,000.00 (GST/HST extra)

ANNEX C

MANDATORY HEALTH AND SAFETY - *for Work in the Province of Alberta*

1.) SPECIAL INSTRUCTIONS TO BIDDERS (SI):

WCB AND SAFETY PROGRAM

- 1) The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
 - 1.1 a Workers Compensation Board Premium Rate Statement - Alberta, or equivalent documentation from another jurisdiction;
 - 1.2 a Workers Compensation Board letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
 - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
- 2) The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

2.) SUPPLEMENTARY CONDITIONS (SC):

Workplace Safety and Health

1. EMPLOYER/PRIME CONTRACTOR

- 1.1 The Contractor shall, for the purposes of the Occupational Health and Safety Act, Alberta, and for the duration of the Work:
 - 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
 - 1.1.2 accept the role of Prime Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
 - 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order * to:
 - 1.1.3.1 accept, as the Prime Contractor, the responsibility for Canada's other Contractor(s); or
 - 1.1.3.2 accept that Canada's other Contractor is Prime Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

* "order" definition: *after contract award, Contractor is ordered by a Change Order*

2. SUBMITTALS

2.1 The Contractor shall provide to Canada:

- 2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and
- 2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:
 - 2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and
 - 2.1.2.2 a site specific Health and Safety Plan as requested.

NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.

3. LABOUR AUTHORITY CONTACT:

The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

ALBERTA South

Alberta Human Resources and Employment
Workplace Health and Safety
600 – 727, 7th Avenue S.W.
Calgary, Alberta, T2P 0Z5

Telephone: (403) 297-7896
Facsimile: (403) 297-7893

ALBERTA North

Alberta Human Resources and Employment
Workplace Health and Safety
10th Floor, 7th Street Plaza
10030-107 Street
Edmonton, Alberta, T5J 3E4

Telephone: (780)422-5949
Facsimile: (780) 427-0999

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ANNEX D Periodic Usage Report Form

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Sylvia Mayhew	(780) 497-3510	sylvia.mayhew@pwgsc-tps.gc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada
Real Property Contracting, Acquisitions Branch
Telus Plaza North
5th Floor, 10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER: _____

REPORT FOR THE PERIOD ENDING: _____

Description of Work	Call-up #	TOTAL BILLIN G

NIL REPORT: We have not done any business with the federal government for this period _____.

PREPARED BY:

NAME: _____

SIGNATURE: _____

TELEPHONE NO.: _____

ANNEX E OFFER

Description of Work: Edmonton, Alberta
Various Projects, PWGSC
HVAC Repair Services Standing Offer

1. OFFER

- .1 This Standing Offer, hereinafter called the "Offer", is made by the undersigned Offeror, hereinafter called the "Offeror", to Her Majesty the Queen in right of Canada, hereinafter called "Her Majesty", as represented by the Minister of Public Works and Government Services, hereinafter called the "Minister";
- .2 This Offer is to furnish all necessary tools, plant, equipment, services, materials and labour to execute and complete the Work described above in careful and workmanlike manner;
- .3 The Work shall be more particularly described in individual Call-ups to be issued by the Departmental Representative, hereinafter called the "Departmental Representative";
- .4 The individual Call-ups may be issued, from time to time, during the period of (3) Three Years following the date of this Offer, hereinafter called the "Term", or until the maximum amount as described in subsection 3.1 below is expended, whichever comes first.

2. GENERAL PROVISIONS

- .1 This Offer when signed by or on behalf of the Offeror, the Specifications referred to in the Unit Price Schedule below and the General Conditions shall constitute the complete Offer subject to the provisions contained therein;
- .2 The Hourly Rate and the Unit Price, as offered, govern in calculating each Estimated Total Price; any errors in the extension of the Unit Price and in the addition of the Estimated Total Prices will be corrected in order to obtain the actual Total Estimated Amount;
- .3 This Offer supersedes and cancels all communications, negotiations and agreements relating to the Work other than those contained in the Offer;
- .4 that this tender may not be withdrawn for a period of 60 days following the tender closing time,

The Offeror agrees

- .1 to carry out individual work projects as requisitioned from time to time by the Departmental Representative in **Call- ups Against a Standing Offer**, form PWGSC/TPSGC 2829, copies of which the Offeror acknowledges to have in its possession, in accordance with the requirements set out therein and in consideration of payment of amounts to be determined pursuant to section 3. Below;
- .2 to provide, on demand from the Departmental Representative, a detailed price estimate, calculated in accordance with section 4 below, and a proposed work schedule for each work project; and

- .3 to commence Work promptly upon receipt of each Call-up issued pursuant to this Offer, duly signed by the Departmental Representative.
- .5 This Offer does not constitute a binding contract between Her Majesty and the Offeror. The Departmental Representative shall have the right to issue a Call-up with those other offerors which have also submitted offers to Her Majesty.
- .6 A contract is formed between Her Majesty and the Offeror only when a Call-up duly signed is issued by the Departmental Representative and accepted by the Offeror. The Offeror shall then be referred to as "the Contractor" and the Contract includes the Offer, the Specifications referred to in the Unit Price Schedule below, the General Conditions and the Call-up .
- .7 The estimated number of hours, the quantities of material and plant, and the amount of the Allowance for Unspecified material set out in the Unit Price Schedule are for the purpose of comparative evaluation of the offers and do not express an obligation on the part of Her Majesty to order any or all of the work, material or plant listed therein.
- .8 The Offeror declares that no bribe, gift or benefit has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Her Majesty or to a member of the family of such person, with a view to influence the entry into or the administration of any contract which may result from this Offer.

3. FINANCIAL TERMS

- .1 The maximum amount payable by Her Majesty for all call ups issued pursuant to the Standing Offer(s) shall not exceed the amount of **\$525,000.00 GST/HST Extra**.
- .2 The amount payable by Her Majesty for Work associated with a Call-up against this Offer shall be based on the Unit Prices set out in section 4 of the Offer or established pursuant thereto. The maximum amount payable for Work associated with any one Call-up shall not exceed the sum of **\$60,000.00, GST/HST Extra**. This maximum amount shall be established precisely from said Unit Prices, prior to the issuance of a Call-up. This maximum amount may include an amount not to exceed \$5,000.00. GST/HST extra, for a portion of the work which cannot be established precisely from said Unit Prices.
- .3 The Offeror shall notify the Departmental Representative when 80% of the amount shown in subsection 3.1 is expended or when there are three (3) months left on the Term of this Offer.
- .4 Each item specified in the Unit Price Schedule in subsection 4.1 includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit and all other liabilities whatsoever.
- .5 Unspecified Material shall be reimbursed at net cost, as supported by invoices, plus Markup as established in section 4 of this Offer. "Net Cost" means all amounts reasonably and properly paid by the Offeror in respect of materials required for and used in the Work, and includes packing, handling and delivery charges, less any trade discounts received by the Offeror. The Offeror's Markup on Unspecified Material covers overheads, profit, and all other expenses whatsoever.
- .6 The prices inserted in section 4 of this Offer include all applicable federal, provincial, and municipal taxes.
 - .1 However, they do not include any amount for the Goods and Services Tax Goods and Services Tax (GST) or Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by her Majesty to the Offeror in addition to the amounts paid against the amount of

-
- the contract. The Offeror shall make appropriate remittances to Revenue Canada in accordance with the legislation.
- .2 The prices do not include the Québec Sales Tax. The Offeror shall arrange directly with the Province of Québec for the reimbursement of Provincial Sales Tax paid to this Province for the purpose of any contract resulting from this Offer.
- .7 Payment by Her Majesty for the Offeror's own special equipment not covered by the Unit Price Schedule and required at the job site will be no greater than the local going rental rate for such equipment or the rate published by the local construction association for such equipment, whichever is the lower.
- .8 The cost of subcontract work, including special equipment rentals approved by the Project Authority, shall be reimbursed at actual cost with the addition of ten (10) percent to cover overheads, profit, and all other expenses whatsoever. "Actual cost" means all amounts reasonably and properly paid by the Contractor for those parts of the Work carried out by subcontractors.
- .9 Pricing
- .1 The prices requested in the Offer are:
- .1 hourly rates for regular hours;
- .2 hourly rate for each hour outside of regular hours; and
- .3 mark up on allowance for unspecified material, replacement parts, required permits and certificates. for purposes of evaluation.
- .2 The hourly rates requested in the offer and acceptance for specific types of service shall be the total cost to perform the work including but not limited to:
- .1 labour including supervision, allowances and liability insurance;
- .2 travel time;
- .3 transportation/vehicle expenses;
- .4 tools and tackle;
- .5 overhead and profit;
- .6 any other incidental expenses other than supply of materials and replacement parts relating to the delivery of labour.
- .3 It is considered that regular hours of work fall between 0730 and 1800 hours, Monday to Friday.

4. PRICES

The Offeror agrees that the following are the prices referred to in sections 2 and 3 above:

- Only one service call charge for each call up will be accepted, unless otherwise approved in advance by the Department of National Defence. Several work orders may be connected to a single service call.
- Prices include all travel and personnel expenses

4.1 Unit Price Schedules - Rates

SCHEDULE A) Initial Year

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Annual Usages	Unit Price \$ ¢	Estimated total price \$ ¢
1	Service call, Monday - Friday During Regular Working Hours , 0730 - 1600 hours including the first hour of on-site productive labour	call	20	\$ _____	\$ _____
2	Hourly labour rate, in addition to above, for calls exceeding one hour, Monday - Friday, During Regular working hours , 0730 - 1600 Hours: Journeyman	hour	500	\$ _____	\$ _____
3	Hourly labour rate, in addition to above, for calls exceeding one hour, Monday - Friday During Regular working hours , 0730 - 1600 hours: Apprentice	hour	1000	\$ _____	\$ _____
4	Service call, Monday- Friday Outside Regular Working hours , including the first hour of on-site, productive labour	call	10	\$ _____	\$ _____
5	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Monday- Friday, Outside Regular Working hours: Journeyman	hour	10	\$ _____	\$ _____

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6	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Monday-Friday, Outside Regular Working hours: Apprentice	hour	20	\$ _____	\$ _____
7	Service call, including the first hour of on-site, productive labour, Weekends and Statutory holidays	call	5	\$ _____	\$ _____
8	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Weekends and Statutory holidays: Journeyman	hour	5	\$ _____	\$ _____
9	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Weekends and Statutory holidays: Apprentice	hour	10	\$ _____	\$ _____
10	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$10,000. =)	n/a	\$10,000.00	_____ %	\$ _____
Sub Total A): Estimated Total Amount 1ère année GST/HST Extra					\$ _____

continued

4.1 Unit Price Schedules - Rates (continued)**SCHEDULE B) Year 2**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Annual Usages	Unit Price \$ ¢	Estimated total price \$ ¢
1	Service call, Monday - Friday During Regular Working Hours, 0730 - 1600 hours including the first hour of on-site productive labour	call	20	\$ _____	\$ _____
2	Hourly labour rate, in addition to above, for calls exceeding one hour, Monday - Friday, During Regular working hours, 0730 - 1600 Hours: Journeyman	hour	500	\$ _____	\$ _____
3	Hourly labour rate, in addition to above, for calls exceeding one hour, Monday - Friday During Regular working hours, 0730 - 1600 hours: Apprentice	hour	1000	\$ _____	\$ _____
4	Service call, Monday- Friday Outside Regular Working hours, including the first hour of on-site, productive labour	call	10	\$ _____	\$ _____
5	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Monday-Friday, Outside Regular Working hours: Journeyman	hour	10	\$ _____	\$ _____
6	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Monday-Friday, Outside Regular Working hours: Apprentice	hour	20	\$ _____	\$ _____
7	Service call, including the first hour of on-site, productive labour, Weekends and Statutory holidays	call	5	\$ _____	\$ _____

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8	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Weekends and Statutory holidays: Journeyman	hour	5	\$_____	\$_____
9	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Weekends and Statutory holidays: Apprentice	hour	10	\$_____	\$_____
10	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$10,000. =)	n/a	\$10,000.00	_____ %	\$_____
Sub Total B): Estimated Total Amount 2nd Year GST/HST Extra					\$_____

Continued

4.1 Unit Price Schedules - Rates (continued)**SCHEDULE C) Year 3**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6
Item	Class of Labour, material or plant	Unit	Estimated Annual Usages	Unit Price \$ ¢	Estimated total price \$ ¢
1	Service call, Monday - Friday During Regular Working Hours, 0730 - 1600 hours including the first hour of on-site productive labour	call	20	\$ _____ ¢	\$ _____ ¢
2	Hourly labour rate, in addition to above, for calls exceeding one hour, Monday - Friday, During Regular working hours, 0730 - 1600 Hours: Journeyman	hour	500	\$ _____ ¢	\$ _____ ¢
3	Hourly labour rate, in addition to above, for calls exceeding one hour, Monday - Friday During Regular working hours, 0730 - 1600 hours: Apprentice	hour	1000	\$ _____ ¢	\$ _____ ¢
4	Service call, Monday- Friday Outside Regular Working hours, including the first hour of on-site, productive labour	call	10	\$ _____ ¢	\$ _____ ¢
5	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Monday-Friday, Outside Regular Working hours: Journeyman	hour	10	\$ _____ ¢	\$ _____ ¢
6	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Monday-Friday, Outside Regular Working hours: Apprentice	hour	20	\$ _____ ¢	\$ _____ ¢
7	Service call, including the first hour of on-site, productive labour, Weekends and Statutory holidays	call	5	\$ _____ ¢	\$ _____ ¢

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8	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Weekends and Statutory holidays: Journeyman	hour	5	\$ _____	\$ _____
9	Hourly overtime labour rate, in addition to the above, for calls exceeding one hour, Weekends and Statutory holidays: Apprentice	hour	10	\$ _____	\$ _____
10	Contractor's Mark Up on Allowance for unspecified material, replacement parts, required permits and certificates. (% mark up x \$10,000. =)	n/a	\$10,000.00	_____ %	\$ _____
Sub Total C): Estimated Total Amount 3rd Year GST/HST Extra					\$ _____

Continued

4.1 Unit Price Schedules - Rates (continued)**4.2 TOTAL EVALUATED PRICE** (Initial 1 Year Term + 2nd Year + 3rd Year)

Col. 1	Col. 2	Col. 3	Col. 4
Sub Total SCHEDULE A) Initial Year Term	Sub Total SCHEDULE B) 2nd Year	Sub Total SCHEDULE C) 3rd Year	Total Evaluated Price (col.1 + col.2 + col. 3 = col.4)
\$ _____	\$ _____	\$ _____	\$ _____ GST/HST Extra

These items will be used for cost evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada of the quantity or amount to be used under the Standing Offer.

A rate must be entered for each item.

The Offeror agrees that the Price(s) per Unit as tendered govern in calculating the Total Evaluated Price. The Offeror understands that any errors in the extension of the Price per Unit, in the addition of the Estimated Total Price, and Estimated Total Amount will be corrected in order to obtain the Total Evaluated Price.

Cost will be evaluated on the Total Evaluated Price in Column 4. It is anticipated that only one standing offer will be issued to the lowest compliant offeror.

SIGNATURE:

Name and title of person authorized to sign on behalf of Bidder (Type or print)

Signature

Date

APPENDIX 1**H3027T Payment of Invoices by Credit Card**

Canada requests that bidders complete one of the following:

☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

☐ VISA

☐ MasterCard

OR

☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

STATEMENT OF WORK – ANNEX ‘A’

1.1 DESCRIPTION OF WORK

- .1 Work under this “Standing Offer Agreement” (SOA) covers the supply of all supervision, material, equipment, labour and tools to provide repair and replacement services for all heating, air conditioning, refrigeration, make up air handling systems and equipment, roof top units, exhaust fans and a 24 hour emergency repair service on an as and when required basis at CFB/ASU Edmonton including HMCS NonSuch, Cardiff Transmitter Site and Riverbend Receiver Site

1.2 CODES AND STANDARDS

- .1 All work to be performed in accordance with the following:
 - .1 American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE).
 - .1 ASHRAE 52-76, Method of Testing Air Cleaning Devices Used in General Ventilation for Removing Particulate Matter.
 - .2 Canadian General Standards Board (CGSB).
 - .1 CAN/CGSB-51.40-M80, Thermal Insulation, Flexible Elastomeric, Unicellular, Sheet and Pipe Covering.
 - .3 CAN/CGSB-115.10-M90, Disposable Air Filters for Removal of Particulate Matter from Ventilating Systems.
 - .4 CAN/CGSB-115.15-M91, High Efficiency, Rigid Type Air Filters for Removal of Particulate Matter from Ventilating Systems.
 - .5 Canadian Standards Association (CSA).
 - .1 CSA B52-M1995, Mechanical Refrigeration Code.
 - .2 CAN/CSA-C656-M92, Performance Standard for Single Package Central Air Conditioners and Heat Pumps.
 - .6 Environment Canada.
 - .1 EPA 1/RA/2-1996, Code of Practice for the Reduction of Chlorofluorocarbons Emissions from Refrigeration and Air Conditioning Systems.
 - .2 Environment Canada – 1994, Ozone Depleting Substances Alternatives and Suppliers List.
 - .3 Federal Halocarbon Regulations.

- .7 CSA and ULC standards.
- .8 Canadian Electrical Code current edition and all associated codes and regulations.
- .9 Canadian Plumbing Code latest edition.
- .10 Canadian Mechanical Refrigeration Code.
- .11 All applicable municipal and local codes and regulations.
- .12 National Building Code latest edition.

1.3 COMMENCEMENT OF WORK

- .1 No work shall commence without an approved written quote and a signed CF942 authorizing the Offeror to perform the work
- .2 Any unforeseen work (change orders) must be quoted and approved in writing (amendment to the CF942 contract).
- .3 Any work other than what is stated on the written quote or the signed CF942 (not authorized in writing) by the Project Authority or designated DND representative will be done at the expense of the Offeror

1.4 EMERGENCY REPAIR SERVICE:

- .1 For emergency repair work a request shall be made by telephone with the CF942 to follow. If the request is made outside of normal working hours (07:30-16:00) a CF942 will be submitted at the start of the next business day.
- .2 The Project Authority or designated DND representative will provide the Names of personnel authorized to request an emergency repair call up
- .3 The Offeror will provide a 24 hour telephone number at which a representative may be contacted 7 days per week
- .4 Offeror will have certified personnel on Base within 4 hours of notification of an emergency repair, unless otherwise extended by the Project Authority or designated DND representative.

1.5 SUB-CONTRACTING

- .1 Sub-contracted work is acceptable, but only with written authorization from the Project Authority or designated DND representative. (i.e. CF942 authorizing sub-contractor work outlined in the quote.)

1.6 INTENTION

- .1 It is the intention of these specifications to provide complete and fully operating facilities and services to meet the DND requirements described herein and in complete accordance with applicable codes.

1.7 GUARANTEE

- .1 Furnish a written guarantee stating that all equipment supplied and installed by the Offeror under this SOA will be free from defects for one (1) year from date of final acceptance; any defective materials or equipment that become evident during the guarantee period will be corrected at no additional cost to DND.

1.8 COOPERATION

- .1 The Offeror will be familiar with the building in which work is to be completed and must cooperate with others doing work in this building so as to avoid conflict.

1.9 INSTALLATION CLEAN UP

- .1 Thoroughly clean equipment of dirt and other foreign substances. If needed, the equipment may be disconnected, and reconnected for cleaning. If needed, repair any damaged caused in the course of removal and installation of the equipment
- .2 Thoroughly clean worksite of dirt and other foreign substances at the completion of each work day whenever possible. The work site will be clean and neat at the completion of the authorized work.

1.10 OFFEROR'S USE OF SITE

- .1 The Project Authority or designated DND representative will provide reasonable access to all equipment covered by this SOA.
- .2 Do not unreasonably encumber site with materials or equipment.
- .3 All planned maintenance work will be performed during normal working hours from 0730 hours to 1600 hours, Monday to Friday inclusive.

1.11 QUALIFICATIONS

- .1 Constructions, demolition and replacement of materials or equipment must be performed by journeyman/apprentice certified personnel qualified to perform this type of work.
2. A copy of a Tradesmen's Certificate to be supplied to the DND rep upon request. The installation, commissioning, and demolition of all refrigeration and air conditioning systems shall be done in accordance with the Federal Halocarbon Regulations (2003), which includes provisions for certification of workers, leak testing and reporting, charging the system and reporting, etc. A certified worker

is a journeyman/apprentice who holds a Heating, Refrigerating, and Air Conditioning Institute (HRAI) card in the province of Alberta

1.12 MEETING

- .1 For planning purposes, the Offeror will meet and confirm Scope of Work (SOW) with the Project Authority, designated DND representative, and / or Fire Chief (or representative) prior to commencement of any work.

1.13 RECORD DOCUMENTS

- .1 The Offeror will Provide product data, as built drawings, operation and maintenance data for systems modification or major component replacement, as directed by Inspector.

1.14 POWER AND WATER SUPPLY

- .1 DND may provide, free of charge, temporary electricity and water for Construction purposes subject to the following terms:
- .2 The points of delivery and quantities may be limited. The onsite available may be Determined by the Project Authority or designated DND representative, written permission must be obtained before any connection is made.
- .3 From the point of delivery, the Offeror shall provide all equipment and temporary lines to supply services to the temporary work site.
Equipment and temporary lines shall be installed at no cost to DND and operated in a manner approved by the Project Authority or designated DND representative.
- .4 The supply of temporary services by DND is subject to DND requirements and May be discontinued by the Project Authority or designated DND representative at any time without notice to the Offeror and the Crown will not accept any liability for any damage or delay caused by such withdrawal of temporary services.

1.15 PERMITS

- .1 If excavations or in-ground work is required, a dig permit will be obtained by the Offeror. No excavations or like work will start until all signatures are obtained and all Utilities will be marked and flagged. Hand digging is mandatory when Excavation is in close proximity of any underground utility. It is Offerers responsibility to obtain dig clearance from **Alberta First call** prior to obtaining final signature approvals from DND
- .2 A Hot Work Permit, if required, will be obtained by the Offeror from the Fire Chief or a Representative of his/hers when performing any cutting, welding or the use of an open flame.

1.16 REPLACEMENT OF COMPONENTS

- .1 Permanent replacement of components: will be factory approved parts and of the same brand name as the defective ones being removed.
- .2 Any components replaced in a temporary emergency situation having a brand name other than the original defective component will be replaced as soon as possible with the required named component.

1.17 REPAIR REPORT

- .1 Upon completion of repairs, a report will be submitted to the Project Authority or designated DND representative by the service personnel performing the repairs.
- .2 The report will indicate the checks made, condition of the equipment, adjustments made, parts replaced and hours of repair service with service person's name. Recommendation as to maintenance work required will also be made in the report.
- .3 The Offeror will confirm the type of refrigerant used and amounts. Also, any refrigerant released must be reported in writing to the Project Authority or designated DND representative.

1.18 FIRE SAFETY PLAN

1. Offeror and their personnel will be familiar with the following Sections and their requirements.

1.19 FIRE DEPARTMENT BRIEFING

1. Project Authority or designated DND representative will make arrangements for Offeror to be briefed on Fire Safety at their pre-work conference by the Fire Chief

1.20 REPORTING FIRES

1. Know location of nearest fire alarm pull box or telephone, including emergency phone number.

Base: 911 or (fire hall local 4434 on base only)

HMCS NonSuch (Off Base): 911;

Cardiff Transmitter Site (Off Base): 911; and

Riverbend Receiver Site (Off Base): 911

2. Report immediately all fire, incidents to Base Fire Department as follows:
 - a. activate nearest fire alarm pull box

- b. telephone. 911
3. Person activating fire alarm pull box will remain at the scene while safe to do so, and direct Fire Department to the emergency/accident
4. When reporting a fire or accident by telephone, give location name and / or number of the building and be prepared to verify the location

2.1 INTERIOR AND EXTERIOR FIRE PROTECTION AND ALARM SYSTEMS

1. Fire protection and alarm system will not be obstructed, shut-off ,left inactive at the end of the working day

2.2 FIRE EXTINGUISHERS

1. The Offeror will Supply fire extinguishers at no cost to DND as scaled by Fire Chief, necessary to protect work in progress and contractor's physical plant on site.

2.3 BLOCKAGE OF ROADWAYS

1. Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by Fire Chief, erecting of barricades and digging of trenches.

2.4 FIRE PRECAUTIONS

- .1 Offerors are responsible for providing a Fire Watcher service on a scale established in conjunction with the Base Fire Chief prior to job start up.
- .2 Base Fire Chief is to be advised of all cases involving the use of open flame or spark producing devices including heating equipment in or around buildings.
- .3 Appropriate permits must be obtained prior to job start up.

2.5 SMOKING PRECAUTIONS

1. Although smoking is not permitted in hazardous areas, care must still be exercised in the use of smoking materials in non-restricted areas.
2. Smoking is not permitted in DND buildings.

2.6 RUBBISH AND WASTE MATERIALS

1. Rubbish and waste materials are to be kept to a minimum.
2. Burning of rubbish is prohibited.
3. Remove all rubbish from work site at end of workday or shift or as directed.

4. Store oily waste in approved receptacles to ensure maximum cleanliness and safety.
5. Deposit greasy or oily rags and materials subject to spontaneous combustion in approved receptacles and remove as required.

2.7 QUESTIONS AND/OR CLARIFICATION

1. Direct any questions or clarification on Fire Safety, in addition to above requirements, to Fire Chief.

1. FIRE INSPECTION

1. Site inspections by Fire Chief will be coordinated through Project Authority or designated DND representative.
2. Allow Fire Chief unrestricted access to work site.
3. Co-operate with Fire Chief during routine fire safety inspection of work site.
4. Immediately remedy all unsafe fire situations observed by Fire Chief.

3.1 CONSTRUCTION SAFETY MEASURES

1. All Contractors and their personnel must be familiar and comply with this section and its requirements.
2. Observe construction safety measures of National Building Code latest edition, National Fire Code of Canada latest edition, Workers'/Workmen's Compensation Board, Canada Labour Code, Part II and Canada Occupational Health & Safety Regulations and in any situation of conflict or discrepancy, the more stringent requirements must apply.

3.2 BASE RANGE AREA

1. When work is to be performed in the in the Base Range area, Offeror's and their personnel vehicles must be registered with the governing authority before entering the Range Control areas. The Offeror's superintendent will be provided with a radio that is able to communicate with the governing authority.

3.3 TOOLS AND EQUIPMENT

1. DND owned equipment, tools, devices, and machinery, including Personal Protective Equipment will not be provided to the Contractor.

3.4 CONFINED SPACE ENTRY POLICY

1. No employee shall enter or be permitted to enter any confined space unless such entry is made in compliance with the applicable Federal Occupational Health and Safety Regulations and the Canada Labour Code, Part II Standards. Contractor

will make himself and employees aware of and abide by the Base Policy on confined space entry and the locations affected by said policy.

3.5 SCAFFOLDING

1. Design and construct scaffolding in accordance with CSA S269.

3.6 OVERLOADING

1. Ensure no part of work is subjected to loading that will endanger its safety or will cause permanent deformation.

3.7 WHMIS

1. Comply with all requirements of the Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials and regarding labelling and provision of material safety data sheets acceptable to Human Resources Skills Development Canada and Health and Welfare Canada.
2. All employees who handle or are exposed to hazardous materials as defined under the Controlled Products Act (WHMIS Legislation) must be WHMIS trained in accordance with the Act.
3. Material Safety Data Sheets (MSDS) for all materials falling under the WHMIS program must be supplied to the work site by the Contractor or user(s), and readily accessible to all on-site personnel.
4. Deliver copies of WHMIS Material Safety Data Sheets to Engineer on delivery of materials.

3.8 FALL PROTECTION

1. Approved fall protection equipment and methods must be used in accordance with Canada Labour Code Part II and the associated CSA Standards.
2. Safety belts and lanyards must be worn where falling hazards exist, as described under the Canada Labour Code, Part II. Contractor and their personnel must ensure they adhere to and strictly enforce the applicable federal regulations where it is impractical to provide adequate work platforms or staging.
3. All elevated work sites must have the area underneath cordoned off to prevent injuries from falling objects and anyone working in the proximity of said elevated work sites must utilize proper Personal Protective Equipment to avoid injury from possible falling objects.

3.9 PERSONAL PROTECTIVE EQUIPMENT (PPE)

1. Contractors and their personnel must comply with all Federal Safety Standards in relation to Personal Protective Equipment.
2. Hardhats and safety boots must be worn at all times at construction sites and when operating mobile equipment and any location in which an overhead hazard exists and the individuals work within close proximity could possibly be exposed to that hazard.
3. Eye and/or face protection must be worn when handling materials liable to injure or irritate eyes when engaging in any work, producing hazard from flying objects or when operating power lawn equipment or tools.
4. Hearing protection must be worn when entering or working in elevated noise hazard area. This includes, but not limited to, constructions sites, shop operations, lawn care and operators of equipment or vehicles, which produce noise levels above 85 decibels.
5. Respirators must be worn when a workers is or may be exposed to an oxygen deficient area or to harmful concentration of gas, vapours, smoke, fumes, mists, dusts or as recommended by the Material Safety Data Sheets (MSDS).
6. Protective clothing must be worn at all times in all stores and industrial environments, construction sites and while performing any type of landscaping/lawn care activity. No shorts, muscle shirts, capri pants or non-safety footwear allowed at all times.

Annex A

**CFB Edmonton
Engineering Svcs
New Equipment List**

ADDRESS OR BUILDING NO. _____

NEW INSTALLATION: ☐ YES ☐ NO REPLACEMENT: ☐ YES ☐ NO

INSTALLATION COMPANY: _____

NEW EQUIPMENT (NAME): _____

EQUIPMENT LOCATION: _____

MANUFACTURER: _____

SERIAL NO: _____

MODEL NO: _____

DATE INSTALLED: _____

CAPACITY: _____

TYPE OF REFRIGERATE USED: _____

QUANTITY: _____

UNIT NO: _____

NAME OF INSTALLER: _____

CERTIFICATE NO: _____