

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338**

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 - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

Title - Sujet Refrigeration Equipment	
Solicitation No. - N° de l'invitation W0117-127488/A	Date 2012-10-25
Client Reference No. - N° de référence du client W0117-127488	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-108-8242
File No. - N° de dossier WPG-2-35105 (108)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-05	Time Zone Fuseau horaire Central Daylight Saving Time CDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Perkins, Bill	Buyer Id - Id de l'acheteur wpg108
Telephone No. - N° de téléphone (204)983-0275 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE WCE/RESOURCE CENTRE/BLDG 100 17 WING PO BOX 17000 STN FORCES WINNIPEG MANITOBA R3J3Y5 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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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six 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 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, 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 Requirement, Basis of Payment, and Standing Offer Usage Report

2. Summary

2.1 Requirement

A Regional Individual Standing Offer (RISO) for the supply of A/C and Refrigeration Parts as required by the Department of National Defence 17 Wing, Winnipeg, Manitoba and the Department of National Defence Shilo, Shilo, Manitoba. Up to two (2) standing offers may be issued for this requirement. The Standing Offer will be in effect from approximately December 17, 2012 to December 16, 2014 with one (1) additional, one (1) year option period.

3. Debriefings

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.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2006 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2006 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

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

Delete: sixty (60) days

Insert: one-hundred and twenty (120) days

1.1 SACC Manual Clauses

B3000T	Equivalent Products	2006-06-16
M0019T	Firm Price and/or Rates	2007-05-25

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.

3. Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Manitoba.

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy) and one (1) soft copy, Excel file, by e-mail.

Section III: Certifications (1 hard copy)

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

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

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

Section I: Technical Offer

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

Section II: Financial Offer

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

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.

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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.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

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.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

- a) Bidders must meet the Mandatory Specifications identified under Annex "A" - Requirement.
- b) Provision of pricing as requested in Annex "B", Basis of Payment.

1.2 Financial Evaluation

SACC Manual Clause M0220T (2007-05-25), Evaluation of Price

2.0 Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

2.2 Evaluation Methodology

The following financial limitation allocation of up to two suppliers will be as follows:

1 ranked Supplier - Will be the offer with the Lowest Total Evaluated Aggregate amount. The financial limitation will be calculated by taking 60% of the estimated financial limitation for each destination.

2 ranked Supplier - Will be the offer with the 2nd Lowest Total Evaluated Aggregate amount. The financial limitation will be calculated by taking 40% of the estimated financial limitation for each destination.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

- 1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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 requirements within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts

Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

Contracts with 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 with FPS, offerors must provide the information required below.

Definitions

For the purposes of this clause,

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

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

major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

Is the Offeror a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES** () **NO** ()

If so, the Offeror must provide the following information:

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

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For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

2. Standard Clauses and Conditions

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

2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

2.2.1 Periodic Usage Reports - Standing Offer

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 paid for by a Government of Canada Acquisition Card.

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from approximately December 17, 2012 to December 16, 2014.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **an additional one (1) year option period** under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Bill Perkins
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB R3C 2Z1

Telephone: (204) 983-0275
Facsimile: (204) 983-7796
E-mail address: bill.perkins@pwgsc.gc.ca

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

4.2 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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : Department of National Defence 17 Wing Winnipeg, Manitoba and Department of National Defence CFB Shilo, Shilo, Manitoba.

6. Call-up Procedures

CALL-UP PROCEDURES

Call-ups for all items will be awarded on a proportional basis as (# 1 ranked - 60% and # 2 ranked - 40%) CFB 17 Wing Winnipeg and CFB Shilo will be responsible for monitoring call-up activity and ensuring that all call-ups are allocated in accordance with the predetermined call-up procedures.

1. Call-ups for items specifically identified in Annex "B", Table B1 or B2 will be awarded on a first right of refusal basis to the supplier offering the Lowest Cost per item at time of call-up per the basis of payment indicated in their respective offer. Acceptable reasons for by passing the #1 ranked supplier are identified below. **NOTE: suppliers cannot change their basis of payment choice once an SOA has been issued.**

2. Call-ups for items not specifically identified in Annex "B", Table B1 or B2, , will be awarded on a proportional basis per the percentages identified in Part 4, 2.2 Evaluation Methodology. Canadian Forces Base (CFB) 17 Wing Winnipeg and CFB Shilo will be responsible for monitoring call-up activity and ensuring that the call-ups are allocated in accordance with the predetermined call-up procedures.

ACCEPTABLE JUSTIFICATION TO BYPASS THE # 1 RANKED SUPPLIER

1. The # 1 ranked supplier cannot meet the mandatory delivery requirement as defined in the RFSO. This will be evidenced by written confirmation from the # 1 ranked supplier before a call-up to the 2nd ranked supplier can be made.

2. The # 1 ranked supplier cannot supply the quantity of an item required. In this case, a call-up to the 2nd ranked supplier will be made for only the amount NOT available from the # 1 ranked supplier.

3. A particular item is required but is not available via the #1 ranked supplier. This does not include restrictions caused by brand specific requests. Notification to the Contracting Authority and evidenced by written confirmation from the # 1 ranked supplier is required before a call-up to the 2nd ranked supplier can be made.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing or an electronic document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$20,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$TBD** (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any

articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-07-16), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029 (2012-07-16), General Conditions-Goods or Services (Low Dollar Value);
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment;
- g) Annex "C" Standing Offer Usage Report;
- h) the Offeror's offer dated: TBD.

11. Certifications

11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11.2 SACC Manual Clauses

M3000C	Price Lists	2006-08-15
M3800C	Estimates	2006-08-15

12. 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 Manitoba.

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.

1. Requirement

The Contractor must provide the vehicles detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2029 (2012-07-16) General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 11 Interest on Overdue Accounts, of 2029 (2012-07-16) General Conditions (Low Dollar Value) will not apply to payments made by credit cards at point of sale.

2.2 SACC Manual Clauses

A9062C	Canadian Forces Site Regulations	2010-01-11
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16
D5328C	Inspection and Acceptance	2007-11-30
A9006C	Defence Contract	2008-05-12

3. Term of Contract

3.1 Delivery Date

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

3.2 Delivery of Call-ups

When a Call-up of \$500.00 or more is issued;

Stocked Items: Delivery is required within 48 business hours (i.e. Monday - Friday), on stocked items from receipt of call-up.

Custom Built or Special Order Items: Delivery on Large Scale Equipment is required within 4 weeks after receipt of order (ARO).

All orders are to be FOB destination, including all delivery and transportation charges unless otherwise specified at the time of call-up.

Delivery points within Canadian Forces Base (CFB) 17 Wing Winnipeg and CFB Shilo are to be specified at time of order. Delivery times are to be Monday - Friday, 08:30 to 11:30 and 13:00 to 15:30 hours unless prior arrangements are made.

Each order is to be separately packaged and addressed to the delivery point identified on the order. Invoice to accompany shipment.

When a Call-up with a total dollar value of less than \$500.00 is issued;

Transportation charges shall be prepaid and charged as a separate item on the invoice at the suppliers cost. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee. As this will be a rare occurrence all evaluations will be based on the assumption that individual call-ups will be greater than \$500.00.

4. Payment

4.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price specified in the Call-Up. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Price

SACC Manual clause C6000C (2007-05-25) Limitation of Price

4.3 Method of Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

4.4 SACC Manual Clauses

C2000C	Taxes - Foreign-based Contractor	2007-11-30
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4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

5.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows for **Canadian Forces Base (CFB) 17 Wing**:

- (a) The original and two (2) copies must be forwarded to the following address for certification and payment:

17 Wing CFB Winnipeg
715 Wihuri Rd. Bldg 100
WCE Resource Centre
Winnipeg, MB R3J 3Y5

Solicitation No. - N° de l'invitation

W0117-127488/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

W0117-127488

File No. - N° du dossier

WPG-2-35105

CCC No./N° CCC - FMS No/ N° VME

Invoices must be distributed as follows for **CFB Shilo**:

- (a) The original and two (2) copies must be forwarded to the following address for certification and payment:

CE Accounts Section
Engineering Services Bld P101
PO Box 5000 Stn Main
Shilo, MB R0K 2A0

6. Insurance Requirements

SACC Manual Clause G1005C (2008-05-12), Insurance

ANNEX "A" - REQUIREMENT

A Regional Individual Standing Offer (RISO) for the supply of A/C and Refrigeration Parts as required by the Department of National Defence 17 Wing, Winnipeg, Manitoba and the Department of National Defence Shilo, Shilo, Manitoba. Up to two (2) standing offers may be issued for this requirement. The Standing Offer will be in effect from approximately December 17, 2012 to December 16, 2014 with one (1) additional, one (1) year option period.

SCOPE

THE LIST OF GOODS PROVIDED IN ANNEX "B" IS A SAMPLE LIST TO BE USED FOR EVALUATION PURPOSES ONLY AND IN NO WAY CONSTITUTES A GUARANTEE BY CANADA. Nor does the list limit the breadth of items included in the scope of any resulting Standing Offer Agreement (SOA). Within the categories identified, the vendor shall make the same scope of goods available to the specified users as they would any other preferred customer.

Price List (as applicable)

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists or catalogues as Canada may require at no additional cost. The Offeror shall provide one (1) copy of its catalogue and price list and updates thereto to each Identified User requesting a copy. The Offeror shall further send one (1) copy to the Contracting Authority at the address stated in this document.

Annex "B" - BASIS OF PAYMENT

IN ORDER FOR AN OFFER TO BE DEEMED RESPONSIVE, IT MUST INCLUDE PRICING FOR THE FOLLOWING:

- a) Unit pricing for **ALL ITEMS** in each of the 7 categories identified in the attached Appendix B-1 Financial Evaluation Table. Unit pricing quoted must be either the current published price list or the current laid down cost.
- b) Percentage discounts OR mark-up for EACH category specified in Annex "B", Basis of Payment, Table B1 or B2.

NOTE: The Contracting Authority will apply the percentage discount OR mark-up quoted per category in tables B1 and B2 during the evaluation process. Any offers submitted with pricing inclusive of discounts or mark-ups will be deemed non-compliant.

Indicate which of the following applies to your company:

() Our company utilizes a published price list; therefore, Unit Price indicated below must be prices from the current published price lists with no discount applied, and including any required delivery charges (for call-ups over \$500 CAD). The discount or mark-up quoted herein shall be applied during the evaluation of the offer.

() Our company does not utilize a published price list: therefore, Unit Price indicated below shall be per the definition of Laid Down Cost detailed herein and the mark-up will be applied during the evaluation of the offer. Mark-up should be inclusive of any required delivery charges when call-ups are over \$500.

Laid Down Cost is defined as the cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes the Supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes GST.

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

For all Suppliers:

The percentage discount or percentage mark-up quoted per category will be applicable to any other items available from the vendor within that category at the same % mark-up or % discount quoted. The % mark-up or % discount will be applied to the laid down cost or published price list respectively at the time of call-up issuance.

For Category 7 Filters - This category will only be utilized by CFB Shilo.

Special Pricing

If the Successful Supplier offers lower prices at the time of call-up, other than those that form part of the Standing Offer, the crown can and will take advantage of these prices. However, the Terms and Conditions of this standing offer will remain applicable.

Solicitation No. - N° de l'invitation

W0117-127488/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

W0117-127488

File No. - N° du dossier

WPG-2-35105

CCC No./N° CCC - FMS No/ N° VME

Call-up Audits - Random

Any call-ups to a resulting standing offer may be subject to audit by the Contracting Authority. The Contracting Authority may request evidence that the appropriate discount and/or mark-up is being applied and that the Laid Down Cost is as defined above. Failure to comply with requests for information may for that reason alone result in the termination of a standing offer agreement.

The following Tables will be used for evaluation purposes and include good faith estimates of the most commonly requested items. TABLES ARE ATTACHED AS APPENDIX B-1 FINANCIAL EVALUATION TABLE.

DISCOUNT OR MARK-UP BASED PRICING

The Contractor will be paid its cost reasonably and properly incurred in the performance of the Work, in accordance with the following.

1. DISCOUNT PRICING For Suppliers who have a published price list:

Goods are to be priced in accordance with your current published price list on date of order less a discount of **(as quoted in Table B1)%**. GST to be shown as a separate item on the invoice.

Table B1

Firm Discounts				
Category No.	Category Title	Discount for 1st year %	Discount for 2nd year %	Discount for Option Year
1	Copper Tubing for Refrigeration Service/Fittings	%	%	%
2	Valves/Coils	%	%	%
3	Miscellaneous related supplies	%	%	%
4	Air Conditioners and related equipment	%	%	%
5	Consumables and Cleaners	%	%	%
6	Related Controls/Thermostates	%	%	%
7	Filters (Utilized by CFB Shilo only)	%	%	%

2. MARK-UP BASED PRICING For Suppliers who do not have a published price list:

Items at a laid down cost plus a mark-up of **(as quoted in Table B2)%** excluding GST. GST to be shown as a separate item on the invoice. (Items and Mark-up to be detailed on the invoice)

Table B2

Firm Mark-ups				
Category No.	Category Title	Mark-up for 1st year %	Mark-up for 2nd year %	Mark-up for Option Year
1	Copper Tubing for Refrigeration Service/Fittings	%	%	%
2	Valves/Coils	%	%	%
3	Miscellaneous related supplies	%	%	%
4	Air Conditioners and related equipment	%	%	%
5	Consumables and Cleaners	%	%	%
6	Related Controls/Thermostates	%	%	%
7	Filters (Utilized by CFB Shilo only)	%	%	%

