

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 Service Fire Suppression Equipment	
Solicitation No. - N° de l'invitation EW479-123373/A	Date 2012-09-19
Client Reference No. - N° de référence du client EW479-123373	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-204-9543
File No. - N° de dossier EDM-1-34843 (204)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-30	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Selinger, Dale	Buyer Id - Id de l'acheteur edm204
Telephone No. - N° de téléphone (780)497-3536 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE COLD LAKE, AB AND DENWOOD, AB SEE HEREIN	
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

**SERVICING FIRE SUPPRESSION EQUIPMENT
DEPARTMENT OF NATIONAL DEFENCE - DENWOOD/COLD LAKE**

TABLE OF CONTENTS**PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Code of Conduct Certifications - Certifications Required Precedent to Issuance of a Standing Offer
2. Certifications Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**A. STANDING OFFER**

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Financial Limitation
9. Priority of Documents

10. Certifications
11. Applicable Laws
12. SACC Manual Clauses

B. RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. SACC Manual Clauses

List of Annexes:

Annex "A" - Statement of Work

Annex "B" - Basis of Payment

Annex "C" - Standing Offer Usage Report

PART 1 - GENERAL INFORMATION

1. Introduction

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

- | | |
|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection; |
| Part 5 | Certifications: 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 Statement of Work, Basis of Payment, and the Standing Offer Usage Report.

2. Summary

For the supply of all labour, materials, tools, equipment, transportation, and supervision necessary to perform inspections, tests, repairs, and to recharge fire suppression equipment for the Department of National Defence (DND), Canadian Forces Base/Area Support Unit (CFB/ASU) Wainwright, Denwood, Alberta, and the Department of National Defence (DND), 4 Wing Cold Lake, Cold Lake, Alberta, as required in accordance with the terms and conditions contained in the Request For a Standing Offer for the period of December 1, 2012 to November 30, 2015, (estimated).

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CCOFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

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

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 - Offer of 2006 referenced above is replaced by:

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

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) 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 offer being declared non-responsive.

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

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

1.1 SACC Manual Clauses

M0019T Firm Price and/or Rates

2007-05-25

M1004T Matériel

2011-05-16

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 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 Alberta.

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

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>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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: 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.

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 II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.

1.1 Financial Evaluation

In Annex "B", Basis of Payment, for each year the firm unit prices quoted for items 1 to 5.e will be multiplied by the estimated annual usages shown. For each year, the mark-up quoted in item 5.f will be applied to \$1,000.00. The resulting amounts will be added together to obtain a total evaluated price.

2. Basis of Selection

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.

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 Precedent to Issuance of a Standing Offer

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) 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 offer 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 requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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 a 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.

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, and/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, (<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>);
- (c) ☐ is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/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;
- (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.

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

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 PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

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.

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**

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

1.1 Requirement

For the supply of all labour, materials, tools, equipment, transportation, and supervision necessary to conduct inspections, tests, repairs, winterize, and to recharge fire suppression equipment for the Department of National Defence (DND), Canadian Forces Base/Area Support Unit (CFB/ASU) Wainwright, Denwood, Alberta, and the Department of National Defence (DND), 4 Wing Cold Lake, Cold Lake, Alberta, as required in accordance with the terms and conditions contained herein for the period of the Standing Offer.

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.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

2.2 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, including those paid for by a Government of Canada Acquisition Card.

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

The data must be submitted on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority at WST.PA-EDM@pwgsc-tpsgc.gc.ca.

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 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 December 1, 2012 to November 30, 2015, (estimated).

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Dale Selinger, Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
Telus Plaza North, 5th Floor, 10025 Jasper Avenue
Edmonton, Alberta T5J 1S6
Telephone: 780-497-3536
Facsimile: 780-497-3510
E-mail address: dale.selinger@pwgsc-tpsgc.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 against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____ (to be completed by the offeror)

Title: _____

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 (DND), Canadian Forces Base/Area Support Unit (CFB/ASU) Wainwright, Denwood, Alberta, and the Department of National Defence (DND), 4 Wing Cold Lake, Cold Lake, Alberta.

6. 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 Offer or an electronic version.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$18,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(TBA) (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 three (3) 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.

9. 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 2010C (2012-07-16), General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Standing Offer Usage Report;
- h) the Offeror's offer dated (to be completed upon issuance).

10. Certifications

10.1 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. 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 Alberta.

12. SACC Manual Clauses

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

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. Statement of Work

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010C (2012-07-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2012-07-16), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards. *(If applicable)*

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of *(as per the call-up document)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ *(as per the call-up document)* Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
- whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.3 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C0710C	Time and Contract Price Verification	2007-11-30
C0711C	Time Verification	2008-05-12
C2000C	Taxes - Foreign-based Contractor (<i>If applicable</i>)	2007-11-30
C5201C	Prepaid Transportation Costs	2008-05-12
H1000C	Single Payment	2008-05-12

4.4 Payment by Credit Card

The following credit cards are accepted: (to be completed upon issuance, if applicable).

5. 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:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. SACC Manual Clauses

A9006C	Defence Contract	2012-07-16
B1501C	Electrical Equipment	2006-06-16
G1005C	Insurance	2008-05-12

ANNEX "A"

STATEMENT OF WORK

Requirement

For the supply of all labour, materials, tools, equipment, transportation, and supervision necessary to conduct inspections, tests, repairs, recharging, and maintenance for fire suppression equipment for the Department of National Defence (DND), Canadian Forces Base/Area Support Unit (CFB/ASU) Wainwright, Denwood, Alberta, and the Department of National Defence (DND), 4 Wing Cold Lake, Cold Lake, Alberta, as required.

Fire Extinguishers

The Contractor shall:

- Inspect all fire extinguishers as per NFPA-10, (latest version).
- Perform all service work on fire extinguishers and cylinders as per NFPA-10, (latest version), in conjunction with manufactures specifications.
- Conduct hydrostatic tests on all fire extinguishers and cylinders as per NFPA-10, (latest version), and all current Transport Canada & CGA regulations.

Breathing Apparatus

The Contractor shall:

- Conduct hydrostatic tests as indicated by the date on the cylinder;
- Recharge/refill, as required;
- Permanently mark (other than by stamping) the hooped wrapped or fully wrapped composite cylinders on the epoxy coating on the side, near the end of the cylinder that contains the valve outlet, as per CSA 10.7.2.

Service Levels

Time frame(s) for commencement and completion of the work other than breathing apparatus cylinders shall be five (5) working days of receipt by the Contractor unless otherwise specified on form PWGSC 942 "Call-up Against a Standing Offer".

Breathing apparatus cylinders are to be returned to DND within ten (10) working days of receipt by the Contractor.

Contractor's Facility

1. The Contractor's facility for servicing the equipment must be located within a 400 kilometer radius of the Department of National Defence, Cold Lake, Alberta and within 300 kilometers of the Department of National Defence, Denwood, Alberta, to minimize transportation costs.

Transportation Charges

1. Transportation charges are not included in the rates for servicing fire suppression equipment. Units will be shipped to the Contractor's facility, prepaid by the Consignee.
2. After the work has been completed, units will be shipped back to the Consignee prepaid by the Contractor and charged back to the Consignee supported by a transportation invoice as arranged by Consignee.

Packing Slips

All shipments are to include packing slips with reference to the Call-up number and Standing Offer number.

ANNEX "B"**BASIS OF PAYMENT**

- All prices quoted are to include all standard costs for the inspections, recertifications, testing, recharging, and maintenance and are to remain firm for the period of the Standing Offer.
- Shipping in not to be included in the prices shown but will be prepaid and charged back as specified in Annex "A", Statement of Work.
- GST is not to be included in the unit prices quoted but will be added to any invoice issued against the Standing Offer.
- Prices must be quoted for all line items.
- A percentage mark-up on parts and materials must be provided otherwise it will be taken as zero.
- Estimated usages are for evaluation purposes only; actual usage may vary from these amounts.

Item	Description	Estimated Annual Usage	Firm Unit Price		
			<u>Year 1</u> (Est.) 2012/12/01- 2013/11/30	<u>Year 2</u> (Est.) 2013/12/01- 2014/11/30	<u>Year 3</u> (Est.) 2014/12/01- 2015/11/30
1 .	Recertification				
a)	Inspection and Recertification of Portable Fire Extinguisher, including certification tag and tamper seal.	500 each	\$_____/ea	\$_____/ea	\$_____/ea
b)	Surcharge for weatherproof tag and UV proof tag.	600 each	\$_____/ea	\$_____/ea	\$_____/ea
2 .	Maintenance				
a)	Cartridge Operated Annual Maintenance. One year tear down on 5 lb - 30 lb Cartridge Operated Dry Chemical Portable Extinguisher.	350 each	\$_____/ea	\$_____/ea	\$_____/ea
b)	6 Year Maintenance. 6 year tear down on 2.5 lb - 30 lb Stored Pressure Dry Chemical Portable Extinguisher.	250 each	\$_____/ea	\$_____/ea	\$_____/ea

c)	Hydro-Static Pressure Test - Stored Pressure Fire Extinguisher required every 12 years.	250 each	\$_____/ea	\$_____/ea	\$_____/ea
d)	Hydro-Static Pressure Test - Cartridge Operated Fire Extinguisher required every 12 years.	300 each	\$_____/ea	\$_____/ea	\$_____/ea
e)	Hydro-Static Pressure Test - 2-1/2 Gallon Water or Wet Chemical Fire Extinguisher required every 5 years.	60 each	\$_____/ea	\$_____/ea	\$_____/ea
f)	Hydro-Static Pressure Test - High Pressure. Hydro test for CO2 portable extinguishers up to 20 lbs.	180 each	\$_____/ea	\$_____/ea	\$_____/ea
g)	Conductivity Test. Annual test on the hose of any CO2 extinguisher larger than 5 lbs.	180 each	\$_____/ea	\$_____/ea	\$_____/ea
h)	Wheeled Unit Annual Maintenance.	37 each	\$_____/ea	\$_____/ea	\$_____/ea
i)	Hydro-Static Pressure Test - 150 lb wheeled unit	12 each	\$_____/ea	\$_____/ea	\$_____/ea
j)	Hydro-Static Pressure Test - 350 lb wheeled unit	1 each	\$_____/ea	\$_____/ea	\$_____/ea
k)	Hydro-Static Pressure Test - Nitrogen Cylinder 23 cu ft	5 each	\$_____/ea	\$_____/ea	\$_____/ea
l)	Hydro-Static Pressure Test - Nitrogen Cylinder 55 cu ft.	40 each	\$_____/ea	\$_____/ea	\$_____/ea
m)	Hydro-Static Pressure Test - Nitrogen Cylinder 110 cu ft	9 each	\$_____/ea	\$_____/ea	\$_____/ea
n)	Hydro-Static Pressure Test - Nitrogen Cylinder 220 cu ft	14 each	\$_____/ea	\$_____/ea	\$_____/ea
o)	Hydro-Static Pressure Test - Nitrogen Cylinder 400 cu ft	12 each	\$_____/ea	\$_____/ea	\$_____/ea
p)	Hydro-Static Pressure Test - Breathing Air Low Pressure (2215)	14 each	\$_____/ea	\$_____/ea	\$_____/ea
q)	Hydro-Static Pressure Test - Breathing Air High Pressure (4500)	31 each	\$_____/ea	\$_____/ea	\$_____/ea
3 .	<u>Recharging</u>				
a)	2.5 lb or 5 lb Dry Chemical	200 each	\$_____/ea	\$_____/ea	\$_____/ea
b)	10 lb Dry Chemical	100 each	\$_____/ea	\$_____/ea	\$_____/ea

c)	20 lb Dry Chemical	500 each	\$_____/ea	\$_____/ea	\$_____/ea
d)	30 lb Dry Chemical	75 each	\$_____/ea	\$_____/ea	\$_____/ea
e)	5 lb CO2	40 each	\$_____/ea	\$_____/ea	\$_____/ea
f)	10 lb CO2	30 each	\$_____/ea	\$_____/ea	\$_____/ea
g)	15 lb CO2	140 each	\$_____/ea	\$_____/ea	\$_____/ea
h)	20 lb CO2	60 each	\$_____/ea	\$_____/ea	\$_____/ea
i)	2.5 Gal (9L) Pressurized Water	100 each	\$_____/ea	\$_____/ea	\$_____/ea
j)	2.5 Gal (9L) AFFF	1 each	\$_____/ea	\$_____/ea	\$_____/ea
k)	-40C Freeze Protection for PW or AFFF	1 each	\$_____/ea	\$_____/ea	\$_____/ea
l)	6L K-class	35 each	\$_____/ea	\$_____/ea	\$_____/ea
m)	Cartridge CO2/N2	500 each	\$_____/ea	\$_____/ea	\$_____/ea
n)	Nitrogen Cylinder 23 cu. ft.	5 each	\$_____/ea	\$_____/ea	\$_____/ea
o)	Nitrogen Cylinder 55 cu. ft.	37 each	\$_____/ea	\$_____/ea	\$_____/ea
p)	Nitrogen Cylinder 110 cu. ft.	225 each	\$_____/ea	\$_____/ea	\$_____/ea
q)	Nitrogen Cylinder 220 cu. ft.	14 each	\$_____/ea	\$_____/ea	\$_____/ea
r)	Nitrogen Cylinder 400 cu. ft.	12 each	\$_____/ea	\$_____/ea	\$_____/ea
s)	150 lb Wheeled Unit	16 each	\$_____/ea	\$_____/ea	\$_____/ea
t)	350 lb Wheeled Unit	1 each	\$_____/ea	\$_____/ea	\$_____/ea
u)	Breathing Air Low Pressure (2216)	2 each	\$_____/ea	\$_____/ea	\$_____/ea
v)	Breathing Air High Pressure (4500)	1 each	\$_____/ea	\$_____/ea	\$_____/ea
4.	Labour , for repairs, excessive cleaning, and other services which is extra to the standard maintenance items above.	150 hours	\$_____/hr	\$_____/hr	\$_____/hr
5.	Parts				
a)	Valve Stem	250 each	\$_____/ea	\$_____/ea	\$_____/ea
b)	Pull Pin	600 each	\$_____/ea	\$_____/ea	\$_____/ea
c)	Pressure Gauge	350 each	\$_____/ea	\$_____/ea	\$_____/ea
d)	ABC Dry Chemical per lb, if required.	250 lbs	\$_____/lb	\$_____/lb	\$_____/lb
e)	PK Dry Chemical per lb, if required.	1 lb	\$_____/lb	\$_____/lb	\$_____/lb
f)	Miscellaneous parts and materials to be charged at contractor's laid-down cost plus a mark-up of.....	\$1,000.00	_____%	_____%	_____%

Verification of Contractor's laid-down cost to be provided to the Project Authority.

ANNEX "C"**STANDING OFFER USAGE REPORT****Quarterly Report Schedule:**

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.

Each Quarterly Usage Report is to be comprised of information on completed Call-ups as per the format below:

QUARTERLY STANDING OFFER USAGE REPORT

Supplier Name:	
Supplier Contact:	Name:
	Phone Number:
Standing Offer Number:	
Department:	Name:
	Location:
Reporting Period:	

Call-up Number	Dollar Value (GST Included)
(A) Total Dollar Value of Call-ups for this reporting period:	
(B) Accumulated Call-Up totals to date:	
(A+B) Total Accumulated Call-Ups:	

Submit to E-mail address: WST.PA-EDM@pwgsc-tpsgc.gc.ca