





Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Refrigeration Equipment - Repair Refrigeration Equipment - Repair	21537	21537	1	Lot		\$	XXXXXXXXXXXX	See Herein	

## **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. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional 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. Proactive Disclosure of Contracts with Former Public Servants
6. Identified Users
7. Call-up Instrument
8. Limitation of Call-ups
9. Priority of Documents
10. Certifications
11. Applicable Laws

#### **B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions

Solicitation No. - N° de l'invitation

21537-14ST03/A

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-3-36001

Buyer ID - Id de l'acheteur

ca1097

CCC No./N° CCC - FMS No/ N° VME

---

7. Insurance Requirements

8. 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 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, 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, the Basis of Payment and any other annexes.

### **2. Summary**

For the provision of Refrigeration Equipment Repairs and Inspections Services to Correctional Services Canada, Bowden and Drumheller Institutions, Alberta as required during the period of the Standing Offer and in accordance with the Statement of Work located under Annex "A". The Standing Offer will be in effect for a period of 3 years from date of issuance.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), 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.

Solicitation No. - N° de l'invitation  
21537-14ST03/A

Amd. No. - N° de la modif.  
CAL-3-36001

Buyer ID - Id de l'acheteur  
ca1097

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

File No. - N° du dossier  
CAL-3-36001

CCC No./N° CCC - FMS No/ N° VME

---

## 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 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.1 SACC Manual Clauses

B1000T	Condition of Material	2007-11-30
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 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**

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

- Section I: Technical Offer (one hard copy)
- Section II: Financial Offer (one hard copy)
- Section III: Certifications (one hard copy)
- Section IV: Additional Information (one hard 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 should:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

##### **1.1 SACC Manual Clauses**

C3011T	Exchange Rate Fluctuation	2010-01-11
--------	---------------------------	------------

##### **1.2 Prices - Items**

Offerors must submit firm prices for all items listed in Annex "B".

### 1.3 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.

### Section III: Certifications

Offerors must submit the certifications required under Part 5.

### Section IV: Additional Information

#### 1.1 Former Public Servant Certification

Offerors must submit the certification 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.

### 1.2 Financial Evaluation

The estimated usages listed in Annex "B" are for evaluation purposes only and will not form part of any resulting Standing Offer.

The total aggregate bid offer will be calculated by multiplying the unit price for each line item by the associated estimated usage and summing the values.

M0222T

Evaluation of Price

2010-01-11

### 2. Basis of Selection

(M0069T, 2007-05-25)

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 and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006 for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

### 2. Additional 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

##### 2.1.1 Federal Contractors Program - over \$25,000 and below \$200,000 (M2002T, 2010-08-16)

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;

- 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.

## 2.1.2 Former Public Servant Certification

(M3025T, 2013-01-28)

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

### Former Public Servant in Receipt of a Pension

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

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

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

Solicitation No. - N° de l'invitation

21537-14ST03/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ca1097

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

CAL-3-36001

---

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

#### 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.

Solicitation No. - N° de l'invitation  
21537-14ST03/A

Amd. No. - N° de la modif.  
CAL-3-36001

Buyer ID - Id de l'acheteur  
cal097

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

File No. - N° du dossier  
CAL-3-36001

CCC No./N° CCC - FMS No/ N° VME

---

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **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 (2012-11-19) 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**

(M7010C, 2012-07-16)

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

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

The data must be submitted on a 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.

Solicitation No. - N° de l'invitation  
21537-14ST03/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
ca1097

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

File No. - N° du dossier  
CAL-3-36001

CCC No./N° CCC - FMS No/ N° VME

---

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance for a period of 3 years.

### 4. Authorities

#### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Nicole Levesque-Welch  
Supply Specialist

Telephone: 403-292-4716  
Facsimile: 403-292-5786  
Email: nicole.levesque-welch@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:

**\*\*\*To be determined at issuance of 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 (To be completed by Offeror)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

---

## 5. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Bowden and Drumheller Institutions, Alberta.

## 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 Offer or an electronic version.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2013-03-21), General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) the Offeror's offer dated TBD.

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

Solicitation No. - N° de l'invitation

21537-14ST03/A

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-3-36001

Buyer ID - Id de l'acheteur

ca1097

CCC No./N° CCC - FMS No/ N° VME

---

## 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.

Solicitation No. - N° de l'invitation  
21537-14ST03/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
ca1097

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

File No. - N° du dossier  
CAL-3-36001

CCC No./N° CCC - FMS No/ N° VME

---

## 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 (2013-03-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of General Conditions 2010C (2013-03-21) will not apply to payments made by credit cards.

### 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. Proactive Disclosure of Contracts with Former Public Servants (if applicable)

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

### 5. Payment

#### 5.1 Basis of Payment - Limitation of Expenditure (C0206C - 2011-05-16)

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 \$ to be determined upon call-up. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

#### 5.2 SACC Manual Clauses

C0710C	Time and Contract Price Verification	2007-11-30
C0711C	Time Verification	2008-05-12
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C2604C	Canadian Customs, Excise Taxes and Goods and Services Tax/Harmonized Sales Tax - Non-resident	2010-01-11
H1000C	Single Payment	2008-05-12

#### 5.3 Payment by Credit Card (if applicable)

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## 6. 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.

Each invoice must be supported by:

- (a) A complete and detailed list of materials including supplier's invoices

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.

## 7. Insurance Requirements

(G1001C, 2008-05-12)

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 7.1 Commercial General Liability Insurance

(G2001C, 2008-05-12)

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

- 
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

## 7.2 Automobile Liability Insurance

(G2020C, 2008-05-12)

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - (b) Accident Benefits - all jurisdictional statutes
  - (c) Uninsured Motorist Protection
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - (e) Liability for Physical Damage to Non-owned Automobiles: Other Provinces: SEF#27

## 8. SACC Manual Clauses

A9039C	Salvage	2008-05-12
A9068C	Government Site Regulations	2010-01-11
B1501C	Electrical Equipment	2006-06-16

**ANNEX "A"**

**STATEMENT OF WORK**

**TITLE:** Refrigeration Equipment Repairs and Inspections

**OBJECTIVE:**

For the provision of Refrigeration Equipment Repairs and Inspections Services to Correctional Services Canada, Bowden and Drumheller Institutions, Alberta as required during the period of the Standing Offer and in accordance with the Statement of Work specified herein.

**SCOPE OF WORK:**

**1. Bowden Institution**

The Bowden Institution is a Federal Correctional Facility located in Central Alberta, adjacent to the Queen Elizabeth II highway, approximately 40 kilometres south of the City of Red Deer. The facility has numerous buildings with freezers and refrigeration equipment that requires occasional maintenance, repairs and annual inspections.

Equipment at the Bowden Institution that falls under this RFSO:

<b>Building</b>	<b>Quantity</b>	<b>Equipment</b>
Food Services Building One	1	6 ton walk-in freezer
	7	Coolers, assorted size ranging from 1 to 3 tons
	1	2 ton air conditioners
Food Services Building Two	1	15-ton walk-in cooler
	1	25-ton walk-in freezer
Living Units	5	1 ton roof top air conditioner
Main Gate Building	1	1 ton roof top air conditioner
Health Services Building	1	10 ton air conditioner
	2	2 ton air conditioner
MCCP Building	1	2 ton air conditioner
	1	1 ton air conditioner
Administration Building	2	25 ton roof top air conditioner
	2	2 ton air conditioner
	1	1 ton roof top air conditioner
Industries Building	1	2 ton roof top air conditioner
	1	¾ ton roof top air conditioner
Annex Administration Building	1	2.5 ton freezer
	1	2.5 ton cooler
	1	½ ton air conditioner
Stores Building	2	2 ton air conditioner
	1	½ ton walk-in cooler

Note: Additional equipment may be added as identified or purchased.

Solicitation No. - N° de l'invitation  
21537-14ST03/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
ca1097

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

File No. - N° du dossier  
CAL-3-36001

CCC No./N° CCC - FMS No/ N° VME

## 2. Drumheller Institution

The Drumheller Institution is a Federal Correctional Facility located in Central Alberta, adjacent to Alberta Highway 9, on the outskirts of the Town of Drumheller, Alberta. The facility has numerous buildings with freezers and refrigeration equipment that requires occasional maintenance, repairs and annual inspections.

Equipment at the Drumheller Institution that falls under this RFSO:

Building	Quantity	Equipment
B13 Kitchen	4	Freezers, Walk-in Coolers
B08-11 Living Units	16	Freezers, Fridges, and Air Conditioners
B03 and B30 Administration Buildings	4	Fridges and Air Conditioners
B07 Health Care	12	Fridges, Freezers, and Air Conditioners
A01 Human Resources	2	Fridges and Air Conditioners
A23 Minimum Security Unit and Administration Building	5	Fridges, Freezers and Air Conditioners
A26-31, A33, A35-A36	9	Fridges

Note: Additional equipment may be added as identified or purchased.

### Special Conditions for both Bowden and Drumheller Institutions:

1. The Standing Offer Holder must offer services 24 hours a day, 7 days a week to both the Bowden and Drumheller Institutions;
2. All personnel performing the work must be Journeymen Refrigeration Technicians licensed or certified in Alberta;
3. Upon issuance of the Standing Offer, the Standing Offer holder must provide contact numbers for their technicians;
4. The Standing Offer holder must be able to provide and supply all tools and equipment required to complete all standard and emergency requirements;
5. All technicians will be subject to security screening prior to access to the Bowden and Drumheller Institutions. Upon issuance of the Standing Offer, the Standing Offer holder must provide a list of technicians (name, address, telephone number) who will be designated to provide the identified service to the Bowden and Drumheller Institutions. Should additional technicians be identified, the same information must be provided to the client at least ten (10) days prior to commencement of work;
6. Call-ups must be responded to within six (6) hours of receipt.

**ANNEX "B"**

**BASIS OF PAYMENT**

G.S.T. is excluded of the prices quoted herein (if applicable)  
G.S.T. will be shown as a separate item on the invoice (if applicable)

*The estimated usages listed herein are for evaluation purposes only and will not form part of any resulting Standing Offer.*

**A. FOR THE PERIOD OF TBD TO TBD (3 years):**

Description	Estimated usage	Unit Price		
		Year #1	Year #2	Year #3
<b>1. Service Call:</b>				
<b>a) Bowden Institution:</b> Lump sum price per round trip from place of business to <b>Bowden Institution</b> (includes labour, travel time, vehicle mileage and other related travel cost):				
i. During Regular Working Hours (Monday through Friday, 0800 to 1630)	25 per year	\$_____/ Service call	\$_____/ Service call	\$_____/ Service call
ii. Outside Regular Working Hours (Monday through Friday)	4 per year	\$_____/ Service call	\$_____/ Service call	\$_____/ Service call
iii. Weekends and Statutory holidays	2 per year	\$_____/ Service call	\$_____/ Service call	\$_____/ Service call
<b>b) Drumheller Institution:</b> Lump sum price per round trip from place of business to <b>Drumheller Institution</b> (includes labour, travel time, vehicle mileage and other related travel cost):				
i. During Regular Working Hours (Monday through Friday, 0800 to 1630)	25 per year	\$_____/ Service call	\$_____/ Service call	\$_____/ Service call
iii. Outside Regular Working Hours (Monday through Friday)	4 per year	\$_____/ Service call	\$_____/ Service call	\$_____/ Service call
iii. Weekends and Statutory holidays	2 per year	\$_____/ Service call	\$_____/ Service call	\$_____/ Service call

Solicitation No. - N° de l'invitation  
21537-14ST03/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
cal097

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

File No. - N° du dossier  
CAL-3-36001

CCC No./N° CCC - FMS No/ N° VME

Description	Estimated usage	Unit Price		
		Year #1	Year #2	Year #3
<b>2. Labour:</b>				
a. During Regular Working Hours (Monday through Friday, 0800 to 1630)	150 hours	\$_____/hour	\$_____/hour	\$_____/hour
b. Outside Regular Working Hours (Monday through Friday)	16 hours	\$_____/hour	\$_____/hour	\$_____/hour
c. Weekends and Statutory holidays	10 hours	\$_____/hour	\$_____/hour	\$_____/hour
3. Materials and replacements parts (except free issue) at laid down cost (which includes invoice cost, transportation costs, exchange, customs and purchasing expenses, internal handling, G & A expenses and profit) plus a <b>mark-up</b> excluding sales tax. Sales tax to be shown as a separate item.	Laid down cost of \$1,000.00 per year	_____%	_____%	_____%

Solicitation No. - N° de l'invitation  
21537-14ST03/A

Amd. No. - N° de la modif.  
CAL-3-36001

Buyer ID - Id de l'acheteur  
cal097

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

File No. - N° du dossier  
CAL-3-36001

CCC No./N° CCC - FMS No/ N° VME

**ANNEX "C"**

**STANDING OFFER USAGE REPORT**

Return to:

Public Works and Government Services Canada  
Acquisitions Branch  
Facsimile: (403) 292-5786  
Email: wst-pa-cal@pwgsc-tpsgc.gc.ca

**Quarterly Usage 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.

SUPPLIER:

STANDING OFFER NO: 21537-14ST03  
DEPARTMENT OR AGENCY: Correctional Services Canada, Bowden and Drumheller

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract (GST/HST excluded)
(A) Total Dollar Value Call-ups for this reporting period:		
(B) Accumulated Call-Up totals to date:		
(A+B) Total Accumulated Call-Ups:		

**NIL REPORT:** We have not done any business with the federal government for this period [ ]

PREPARED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_