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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) template is divided into seven parts:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection, and
- (v) Part 5:  
5A, Standing Offer, and  
5B, Resulting Contract Clauses; and,  
the Annexes.
- (vi) Part 6, Security Requirements
- (vii) Part 7, Standing Offer and Resulting Contract Clauses

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO;

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

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

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

The Annexes include the Statement of Work, the Financial Offer, the Security Requirements Checklist and a Reminder to submit a Complete List of names of all individuals who are currently directors of the Offeror.

## 2. Summary

Work under this standing offer includes the provision of refrigeration services on an as and when required basis, on behalf of Agriculture and Agri-Food Canada, for 1 year with an option to renew for two additional one year periods. Location of the work is the Charlottetown Complex, 440 University Ave., Charlottetown, PEI, and the Harrington Farm Site, 1200 Brackley Point Road, Harrington, PEI.

This agreement is subject to the provisions of the Agreement on Internal Trade.

## 3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

## 4. 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/all>) 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

SACC Manual clause M0019T (2007-05-25) Firm Prices and/or Rates

### 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.

Offers by facsimile will be accepted. Facsimile Number is (902)566-7514.

**PLEASE NOTE ,THIS IS NOT A PUBLIC OPENING. TENDER RESULTS WILL NOT BE RELEASED PRIOR TO AWARD.**

### 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.

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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 Prince Edward Island

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.

#### 5. Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site.

The site visit will be held on: **Tuesday, June 11, 2013 at 10:00am**

Contractors are asked to meet at the AAFC Charlottetown Main Complex (Front Desk), 440 University Avenue, Charlottetown, PEI.

Bidders are requested to communicate with the Contracting Authority 4 day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

#### Section I: Financial Offer

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

#### **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

1.1.1 Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, Applicable Taxes excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Unit Price Table (See Annex "A"). Offerors are required to bid on all line items in the unit price table or their offer may be considered non-responsive.

### 2. Basis of Selection

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

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## **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.

### **5.1 Mandatory Certifications Required Precedent to Issuance of Standing Offer**

#### **5.1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 "Code of Conduct and Certifications - Offer" of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **5.2 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.

- a) See Annex D - Qualifications

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.

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## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirement**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, bidders should consult the “Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders” (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

### **6.2 Employee Information for Security**

The Bidder should specify the following information regarding employees proposed in Part 4, Technical Evaluation) to provide services against any resulting contract.

	<b>LEGAL NAME (First and Last) (Please Print)</b>	<b>DATE OF BIRTH (Day/Month/Year)</b>
1		
2		
3		
4		
5		
6		

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to fulfill the requirement in accordance with the Specification at Annex "D".

#### 2. Security Requirement

##### SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

PWGSC FILE SRCL 01913-140006

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - (a) Security Requirements Check List and security guide (if applicable), attached at Annex B
  - (b) Industrial Security Manual (Latest Edition).

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the 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.

### 3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is for one (1) year from date of award with two (2) possible one (1) year extensions.

#### 5. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Darlene Reay  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting  
3 Queen Street  
Charlottetown, PEI  
C1A 4A2

Telephone: (902) 566-7518  
Facsimile: (902) 566-7514  
E-mail address: darlene.reay@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.

## 5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 5.3 Offeror's Representative

Name:

Telephone: ( )

Fax: ( )

E-mail:

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Agriculture and Agri-Food Canada

## 7. Call-up Instrument

The Work will be authorized or confirmed by a service request.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$15,000.00 (Applicable taxes included).

## 9. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$ to be determined at time of award (Applicable taxes 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the supplemental general conditions 2010C (2013-04-25), General Conditions - Services (Medium Complexity);
- e) Annex "D", Specification;
- f) Annex "A", Basis of Payment;
- g) Annex "B" - Security Requirements Check List;  
Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing
- h) the Offeror's offer dated \_\_\_\_\_, as amended on \_\_\_\_\_;

## 11. Certifications

### 11.1 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.

## 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 Prince Edward Island

## B. RESULTING CONTRACT CLAUSES

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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

2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services  
2010C (2013-04-25), General Conditions - Services (Medium Complexity);

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

Refer to "Annex "A", Basis of Payment"

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Single Payment

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

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.

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## 6. Insurance

### G1005C (2008-05-12) Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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## **ANNEX "A"**

### **BASIS OF PAYMENT**

- 1) The Unit Price Table designates the work to which a Unit Price Arrangement applies.
  - (a) The Price per Unit and the Estimated Total Price must be entered for each Item listed.

Note: The estimated quantity entered in column four for each item is an estimate only, for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

**ANNEX "A"**  
**BASIS OF PAYMENT**

**Unit Price Table**  
**for**  
**Refrigeration Services**

<b>Pricing for Year # 1 (2013-2014) (Term)</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated # of Units (A)</b>	<b>Unit Price (\$/Hr) (B)</b>	<b>Extended Cost = (Ax B)</b>
1	Journeyman Refrigeration Mechanic	Regular Hours	500	\$	\$
2	Apprentice Refrigeration Mechanic	Regular Hours	150	\$	\$
3	Journeyman Refrigeration Mechanic	Overtime Hours	100	\$	\$
4	Apprentice Refrigeration Mechanic	Overtime Hours	25	\$	\$
<b>TOTAL ESTIMATED AMOUNT (HST EXTRA)</b>					\$
<b>Transfer to Summary Table</b>					

<b>Pricing for Year # 2 (2014-2015)</b>					
Item	Description	Unit	Estimated # of Units (A)	Unit Price (\$/Hr) (B)	Extended Cost = (AxB)
1	Journeyman Refrigeration Mechanic	Regular Hours	500	\$	\$
2	Apprentice Refrigeration Mechanic	Regular Hours	150	\$	\$
3	Journeyman Refrigeration Mechanic	Overtime Hours	100	\$	\$
4	Apprentice Refrigeration Mechanic	Overtime Hours	25	\$	\$
<b>TOTAL ESTIMATED AMOUNT (HST EXTRA)</b>					\$
<b>Transfer to Summary Table</b>					

<b>Pricing for Year # 3 (2015-2016)</b>					
Item	Description	Unit	Estimated # of Units (A)	Unit Price (\$/Hr) (B)	Extended Cost = (AxB)
1	Journeyman Refrigeration Mechanic	Regular Hours	500	\$	\$
2	Apprentice Refrigeration Mechanic	Regular Hours	150	\$	\$
3	Journeyman Refrigeration Mechanic	Overtime Hours	100	\$	\$
4	Apprentice Refrigeration Mechanic	Overtime Hours	25	\$	\$
<b>TOTAL ESTIMATED AMOUNT (HST EXTRA)</b>					\$
<b>Transfer to Summary Table</b>					

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**SUMMARY TABLE**

YEAR	EXTENDED COST
1 (2013-2014)	\$
2 (2014-2015)	\$
3 (2015-2016)	\$
<b>TOTAL OF THREE YEARS (HST EXTRA)</b>	\$

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## **ANNEX B**

# **SECURITY REQUIREMENTS CHECK LIST**

**See ATT 1**

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## **ANNEX C**

### **COMPLETE LIST OF NAMES OF ALL INDIVIDUALS WHO ARE CURRENTLY DIRECTORS OF THE OFFEROR**

***NOTE TO OFFERORS  
WRITE DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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## **ANNEX D**

# **STATEMENT OF WORK**

See ATT2