

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

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
THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

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

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet RISO - KENTVILLE ELECTRICAL SERVICE	
Solicitation No. - N° de l'invitation 01804-120724/A	Date 2012-04-04
Client Reference No. - N° de référence du client 01804-12-0724	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-218-8661
File No. - N° de dossier HAL-1-66881 (218)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-24	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée SEE HEREIN	
Address Enquiries to: - Adresser toutes questions à: Figueredo, Laila	Buyer Id - Id de l'acheteur hal218
Telephone No. - N° de téléphone (902)496-5353 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF AGRICULTURE AND AGRI-FOOD RESEARCH STATION 32 MAIN STREET KENTVILLE NOVA SCOTIA B4N 1J5 Canada	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend 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

Title: RISO Kentville Electrical Service

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Buyer ID - Id de l'acheteur

hal218

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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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security 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 Requirement, the Basis of Payment and any other annexes.

2. Summary

The Regional Individual Standing Offer (RISO) is for electrical services such as installation, removal and repair of electrical systems on an "as and when requested basis" on behalf of the Agriculture and Agri-Food Canada (AAFC) at 32 Main Street, Kentville, Nova Scotia.

The period for call-ups under this Standing Offer Agreement will be for one (1) year, with two (2) one-year option periods.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. Offerors 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)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Web site.

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 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: ninety (90) days

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 Nova Scotia.

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. Optional Site Visit

It is recommended that the Offeror or a representative of the Offeror visit the work site. Arrangements have been made for a tour of the work site. **The site visit will be held on April 16, 2012, at 1:00p.m. at 32 Main Street, Kentville, Nova Scotia.**

Offerors are requested to communicate with the Contracting Authority at a minimum one day before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend.

Offerors may be requested to sign an attendance form. Offerors who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting an offer. Any clarifications or changes to the offer solicitation resulting from the site visit will be included as an amendment to the offer solicitation.

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 - two (2) hard copies
Section II: Financial Offer - one (1) hard copy
Section III: Certifications - one (1) 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>).

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

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements requirements at Part 4, article 1.1 Technical Evaluation and how they will carry out the Requirement.

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.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Offeror must demonstrate how they meet or exceed the qualifications listed in **Table 1** below for each journeyman proposed. **The Offeror must propose a minimum of two (2) Journeyman Electricians.**

The Offeror must submit for **EACH journeyman proposed** the following:

- (1) Name of the proposed journeyman;
- (2) A completed Table 1: Offeror Attestation;
- (3) Provide a copy of all relevant certificates of qualification for each area of experience listed in Table

1;

- (4) Provide supporting written statements detailing similar previous Work for each area of experience listed in Table 1.

In addition, the Offeror must provide **three (3) references** that Canada may contact to verify the experience detailed above for each journeyman in their offer submission. The same reference may be used for more than one journeyman, if applicable.

Each reference to include at a minimum:

- (1) the company name;
- (2) a contact person;
- (3) phone number;
- (4) email address.

FAILURE TO DEMONSTRATE COMPLIANCE WITH THE MANDATORY REQUIREMENTS OF THIS SECTION WILL RENDER THE OFFER NON-RESPONSIVE.

IMPORTANT NOTES - Please read note section below for further information regarding the bid evaluation process:

1. Offeror Attestation section to be used merely as a reference tool, and completion or non-completion of such will in no way render a bid as non-responsive. The information attached, as mentioned in the Offeror attestation, WILL be evaluated and insufficient proof of qualification will render a bid as non-responsive.
2. The names of the proposed journeymen will be submitted for security clearance upon award of a standing offer to the successful firm as per the Security Requirements outlined in this document in Part 6 and Part 7.

Table 1: Offeror Attestation (Offeror to complete for each journeyman proposed)

Name of Proposed Journeyman: _____

Item	Area of Experience over the last 3 years	Offeror Attestation (check all that apply)		
1	Servicing all types of boiler room equipment	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____
2	Servicing industrial refrigeration units	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____
3	Servicing variable speed drive	Proposed journeyman has experience in the last 3 years in this	We have attached a brief description of similar previous work.	We have attached relevant certificates of qualification for proposed journeyman.

		area. _____	_____	_____
4	Servicing various motor control centres	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____
5	Servicing air handling systems	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____
6	Trouble shooting and installation of fire alarm and sprinkler systems for buildings	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____
7	Servicing emergency power switch gear	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____
8	Servicing fume hood and exhaust fan operation	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____
9	Servicing trouble shooting control loops and control circuits	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____
10	Servicing design and implementation of control strategies for scientific equipment and scientific experiments	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____
11	Trouble shooting and installation of UPS systems	Proposed journeyman has experience in the	We have attached a brief description of similar previous	We have attached relevant certificates of qualification for

		last 3 years in this area. _____	work. _____	proposed journeyman. _____
12	Load balancing up to 600V loads	Proposed journeyman has experience in the last 3 years in this area. _____	We have attached a brief description of similar previous work. _____	We have attached relevant certificates of qualification for proposed journeyman. _____

1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection - Mandatory Technical Criteria Only

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

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. 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.

1.1 Federal Contractors Program - Certification

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

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows: **(Offeror to complete)**

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 the 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), in which case a duly signed certificate of commitment is attached;

(d) is subject to FCP, and has a valid certificate number as follows: _____ (e.g. Has not been declared an ineligible contractor by HRSDC).

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

1.2 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? **(Offeror to complete)**

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? **(Offeror to complete)**

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.

1.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

1.4 Workers Compensation

The Offeror must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Offeror must provide, within seven (7) days following a request from the Project Authority or his designated representative, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the offer being declared non-responsive.

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.

(Offeror to complete)

Signature: _____ Date _____

PART 6 - SECURITY REQUIREMENTS

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.

The following clauses and conditions apply to and form part of any Standing Offer resulting from the offer solicitation.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

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 C;
 - (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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2011-05-16) 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 against the Standing Offer is from date of issuance for a period of one (1) year.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one-year periods, under the same conditions and at the rates or prices specified

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in
the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Laila Figueredo
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Atlantic Region
1713 Bedford Row
Halifax, Nova Scotia
B3J 3C9

Telephone: 902-496-5353
Facsimile: 902-496-5016
E-mail: laila.figueredo@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, she 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: *(to be provided upon Standing Offer issuance)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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.

5.3 Offeror's Representative

The Offeror's contact for the Standing Offer is: ***(Offeror to complete)***

Solicitation No. - N° de l'invitation

01804-120724/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal218

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

01804-12-0724

File No. - N° du dossier

HAL-1-66881

CCC No./N° CCC - FMS No/ N° VME

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer include the Agriculture Agri-Food Canada (AAFC), Kentville Research Centre or their delegated authority.

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.

8. Limitation of Call-ups

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

9. Financial Limitation *(to be provided upon Standing Offer issuance)*

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (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 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 (2011-05-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2011-05-16) General Conditions - Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;

h) the Offeror's offer dated _____ .

11. Certifications

11.1 Compliance

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

11.2 SACC Manual Clauses

SACC Manual Clause - M3020C (2010-01-11) Status and Availability of Resources

SACC Manual Clause - A0285C (2007-05-25) Workers Compensation

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 Nova Scotia.

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 Requirement

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 (2011-05-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, in accordance with the Basis of Payment, Annex B. 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 \$ _____ (to be determined at time of call-up). 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 Method of Payment

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

4.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
 - (b) a copy of the release document and any other documents as specified in the Contract;
 - (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
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.

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6. Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

7. 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.

8. Salvage

All scrap and waste material will become the property of the Contractor who must remove it from the site.

9. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

ANNEX "A"

REQUIREMENT

General Requirements:

Objective:

Agriculture and Agri-Food Canada (AAFC) at 32 Main Street, Kentville, Nova Scotia, B4N 1J5 has a requirement for a company to provide electrical services such as installation, removal, and repair of electrical systems on an as and when requested basis.

Background:

The Research Centre operates on a five day basis from 0800 hrs to 1630 hrs, although some experiments are conducted around the clock over extended periods of time.

The Centre's electrical systems include:

- a) Various 600 V distribution rooms, both single and three phase power
- b) A wide variety of motors, pumps, environmental growth chambers, cold storage units, and refrigerated scientific equipment
- c) One emergency power system
- d) Assorted step up and step down transformers
- e) Exterior lighting (parking lots, etc.)
- f) Various interior lighting (T-8's, T-12's, emergency exit lighting, etc.)

Codes and Legislated Requirements:

The following codes and standards in effect at the time of award are subject to change / revision. The latest edition of each shall be enforced during the term of the Standing Offer.

- i) Treasury Board of Canada
- ii) Canada Standards Association
- iii) Canadian Environmental Protection Act
- iv) National Building Code of Canada
- v) National Fire code
- vi) Part II of the Canada Labour Code
- vii) Canadian Occupational Safety and Health Section of Part II of the Canada labour Code
- viii) Fire Commissioner of Canada FC 301 Standard for Construction Operations
- ix) Provincial and Territorial Acts and Regulations
- x) Canadian Construction and Labour Safety Codes; Provincial Government Workers Compensation board and Municipal Statutes and Authorities
- xi) Canadian Electrical Code, Part I, CSA 22.1-1998
- xii) Canadian Plumbing Code
- xiii) Materials and workmanship must conform to or exceed applicable standards of Canadian Government Specification Board (CGSB), Canadian Standards Association (CSA), American Society for Testing Materials (ASTM) and referenced organizations

In the event of a conflict between any of the above codes or standards, the most stringent shall apply.

Service Required:

The types of service could include but are not limited to:

- (1) repair of light fixtures
- (2) repair of electrical motors
- (3) repairs of refrigeration package control systems
- (4) troubleshooting and repairs to all associated low and high voltage wiring
- (5) load balancing of systems
- (6) repairs to all electrical outlets and switches
- (7) repairs to any fire alarm and sprinkler systems
- (8) installation of new equipment
- (9) repairs to 600 V distribution system
- (10) repairs to emergency power system
- (11) repairs to building control system
- (12) run computer wire and telephone lines
- (13) legislated electrical maintenance requirements

Terms and Conditions of Work:

1. The Contractor upon award of Standing Offer shall furnish the Facility Manager or his designated representative a copy of the Contractors Workers Compensation Certificate and Liabilities.
2. Only licenced electricians shall perform the repairs. An apprentice may perform work only when he/she is under direct supervision of qualified journeyman.
3. Service is to be provided by one (1) journeyman electrician at a time only, unless a specific request is made in writing to the Facility Manager or his/her designated representative and approved by the Facility Manager or his designated representative.
4. The Contractor shall report to the Facility Manager or his/her designated representative upon arrival on site, provide identification, and sign in at the Potato Research Centre reception desk.
5. The Contractor must be available 24 hours a day, 7 days a week, via phone or cell phone number. The Contractor will respond immediately and be on site for a call up within 30 minutes.
6. The Contractor shall complete all applicable log books before leaving the site each day outlining all work performed in the facility. Payment may be withheld until such time that all log entries have been made.

7. The Contractor shall warrant all services performed under this Standing Offer will at the time of acceptance, be free from defects in workmanship. If the Contractor is required to correct or replace the Work or any portion thereof, it shall be at no cost to AAFC, and any Work corrected or replaced by the Contractor shall be subject to all provisions of the Standing Offer to the same extent as Work initially performed. The warranty is one (1) year for parts and sixty (60) days for labour.

8. The Contractor will be responsible to maintain the integrity of the existing facility. Any damage caused by the Contractor must be made good.

9. The Contractor shall provide training to AAFC's maintenance staff and user groups on operation and maintenance procedures on all new installations. The Contractor shall supply shop drawings and manufacturer's instructions and specifications on all new installations.

10. The Contractor shall execute the work with minimum disturbance to the occupants, public, and normal use of the building including but not limited to the following:

- i) protect and maintain existing active services;
- ii) any connection to existing services is to be made with minimum disturbance to occupants and building operation;
- iii) any shutdown to execute service or repair must first be approved by the Facility Manager or his/her designate.

11. Power activated devices using explosives shall not be used.

12. The Contractor shall at his own cost, remove and dispose of debris, used and obsolete material on a daily basis in accordance with any standard environmental rules or regulations.

13. The Contractor is to supply all tools and equipment required to provide work under the Standing Offer.

14. Equipment and materials to be new and CSA certified. Deliver, store, and maintain materials with manufacture's seal and labels intact.

15. Additions, relocations, or removal of equipment or systems are to recorded, dated, and initialled by the Contractor on the as-built prints where applicable.

16. The Contractor shall submit a detailed work order explaining the Work undertaken to the Facility Manager or his designated representative before leaving the site.

17. The Contractor shall provide AAFC an invoice complete with a detailed breakdown of all parts, material, and labour used. This invoice must clearly reference all work sheets associated with the call-up.

18. The Contractor may, upon request, provide AAFC with a wholesalers invoice complete with parts pricing.

19. While on-site, Contractor and Contractor's employees shall adhere to all AAFC's safety and workplace policies. A copy of the policy will be provided by the Facility Manager or his/her designated representative.

20. The Contractor shall provide a copy of their company's Occupational Health and Safety Policy and Program. It shall meet the more stringent of the Federal and Provincial Occupational Health and Safety Acts.

-
21. The Contractor shall perform site hazard assessments to establish site specific safe work practice procedures for the safety and well being of his/her employees. Copies shall be made available to the Departmental Representative.
 22. All copies of the formal Hazard Assessments conducted by the Contractor throughout the duration of the work shall be retained and supplied to the Departmental Representative.
 23. Post the Safety Plan at a common location on the site visible to all workers and persons accessing the site. Ensure that all employees, including sub-contractors' personnel are advised of such Safety Plan and of the posted location.
 24. The Contractor shall ensure all workers and authorized personnel entering the work site are notified of and abide by the posted Safety Plan, safety rules, regulations, safe work practices and applicable Safety Acts, Regulations and Codes. Any person not complying with these shall not be permitted on the work site.
 25. The Contractor shall ensure that all applicable personal protective equipment (PPE) is used (safety boots, hearing protection, etc.).
 26. All of the Contractor's employees working with controlled products on Federal property and/or in Federal facilities will require WHMIS certification, Fall Arrest and Confined Spaces certification.
 27. All Contractors must provide a copy of the Material Safety Data Sheet (MSDS) to the Facility Manager or designate.
 28. The Contractor may be required to provide a written estimate for repair work and new installations to the Facility Manager or his designated representative when needed.
 29. AAFC reserves the right to supply the Parts and Material to the Contractor. All materials must be approved by the Facility Manager or his designated representative prior to ordering or installation.

ANNEX "B"**BASIS OF PAYMENT**

The Offeror to complete the pricing schedules for first firm year and two additional one-year optional periods. All costs are exclusive of applicable taxes.

Extended Price and Estimated Usage figures are for EVALUATION PURPOSES ONLY and may not reflect the actual usage during the period of the Standing Offer Agreement.

No evaluation criteria on materials.

Offeror will be paid parts and supplies at wholesale value plus 10% markup.

Table 1: For the period from date of Issuance for one year

LABOUR: Labour rate to include on-site labour, travel expenses and other overhead costs.

During regular working hours (Monday to Friday between 8:15 am to 4:30 pm)				
Labour Position	Unit of Measurement	Unit Rate	Estimated Usage	Extended Price
		a	b	a x b
Journeyman Electrician	Per Hour	\$ _____	1000 hours	\$ _____
Apprenticed Electrician	Per Hour	\$ _____	300 hours	\$ _____
Outside regular working hours (Monday to Friday between 4:30 pm to 8:15 am, and Saturday, Sunday & Statutory Holidays)				
Journeyman Electrician	Per Hour	\$ _____	150 hours	\$ _____
Apprenticed Electrician	Per Hour	\$ _____	50 hours	\$ _____
(A) TOTAL SUM OF EXTENDED PRICE				\$ _____

OPTION PERIODS:**Table 2: For the 1st Option Year period****LABOUR:** Labour rate to include on-site labour, travel expenses and other overhead costs.

During regular working hours (Monday to Friday between 8:15 am to 4:30 pm)				
Labour Position	Unit of Measurement	Unit Rate	Estimated Usage	Extended Price
		a	b	a x b
Journeyman Electrician	Per Hour	\$ _____	1000 hours	\$ _____
Apprenticed Electrician	Per Hour	\$ _____	300 hours	\$ _____
Outside regular working hours (Monday to Friday between 4:30 pm to 8:15 am, and Saturday, Sunday & Statutory Holidays)				
Journeyman Electrician	Per Hour	\$ _____	150 hours	\$ _____
Apprenticed Electrician	Per Hour	\$ _____	50 hours	\$ _____
(B) TOTAL SUM OF EXTENDED PRICE				\$ _____

Table 3: For the 2nd Option Year period**LABOUR:** Labour rate to include on-site labour, travel expenses and other overhead costs.

During regular working hours (Monday to Friday between 8:15 am to 4:30 pm)				
Labour Position	Unit of Measurement	Unit Rate	Estimated Usage	Extended Price
		a	b	a x b
Journeyman Electrician	Per Hour	\$ _____	1000 hours	\$ _____
Apprenticed Electrician	Per Hour	\$ _____	300 hours	\$ _____
Outside regular working hours (Monday to Friday between 4:30 pm to 8:15 am, and Saturday, Sunday & Statutory Holidays)				
Journeyman Electrician	Per Hour	\$ _____	150 hours	\$ _____
Apprenticed Electrician	Per Hour	\$ _____	50 hours	\$ _____
(C) TOTAL SUM OF EXTENDED PRICE				\$ _____

TOTAL PRICE OF EVALUATION (A + B + C) = \$ _____

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01804-120724/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-1-66881

Buyer ID - Id de l'acheteur

hal218

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

01804-12-0724

CCC No./N° CCC - FMS No/ N° VME

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Please see Security Requirements Check List (SRCL) form attached to this document.