

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

Request For a Standing Offer
Demande d'offre à commandes

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Real Property Contracting
1713 Bedford Row
P.O. Box 2247/C.P.2247
Halifax, N.S./Halifax, (N.E.)
B3J 3C9
Halifax

Title - Sujet HVAC/R Services	
Solicitation No. - N° de l'invitation 21250-110004/A	Date 2012-02-23
Client Reference No. - N° de référence du client 21250-11-0004	GETS Ref. No. - N° de réf. de SEAG PW-\$PWA-104-4854
File No. - N° de dossier PWA-1-64137 (104)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-12	
Time Zone Fuseau horaire Atlantic Standard Time AST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Nowakowski, Leanne	Buyer Id - Id de l'acheteur pwa104
Telephone No. - N° de téléphone (902)496-5377 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA NOVA INSTITUTION FOR WOMEN 180 JAMES STREET TRURO NOVA SCOTIA B2N6R8 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm
(type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature
Date

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, Basis of Payment, Reporting Requirements, Insurance Requirements and Schedule of Fair Wages.

2. Summary

For the provision of Heating, Ventilation, Air Conditioning and Refrigeration (HVAC/R) services at the Nova Institute in Truro, Nova Scotia.

The period of the Standing Offer will be from April 1, 2012 - March 31, 2013 with the option to extend its offer for four (4) additional one-year periods.

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

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.

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 three (3) 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.

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 (1) hard copy
 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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

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

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

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

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 Mandatory Technical Criteria

The Contractor must have two (2) years of experience in commercial and/or institutional refrigeration systems, maintenance and repair as well as hydronic systems, piping, controls, pumps, terminal units and balancing.

1.2. Financial Evaluation

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. An offer received with one or more missing Firm Unit Prices will be deemed non-responsive. The Unit Price will govern in establishing the Extended Price.

The Total Evaluated Cost 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

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 - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason

other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (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.

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? YES () NO ()

If so, the Offeror must provide the following information:

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

Work Force Reduction Program

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

If so, the Offeror must provide the following information:

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

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

Certification

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

2.1 General Conditions

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2012 to March 31, 2013.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for four (4) additional one-year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Leanne Nowakowski
 Title: Supply Officer
 Public Works and Government Services Canada
 Acquisitions Branch
 Address: 1713 Bedford Row
 Halifax, NS B3J 3C9
 Telephone: (902) 496-5377
 Facsimile: (902) 496-5016
 E-mail address: leanne.nowakowski@pwgsc.gc.ca

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

4.2 Project Authority

The Project Authority for the Standing Offer is: **To be announced upon issuance of a Standing Offer.**

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

4.3 Offeror's Representative

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

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: To be announced upon issuance of a Standing Offer.

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$5,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$7,800.00 (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 four (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.

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 (2011-05-16), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Work;
- g) Annex B, Basis of Payment ;
- h) Annex C, Reporting Requirements;
- i) Annex D, Insurance Requirements;
- j) Annex E, Schedule of Fair Wages; and
- k) the Offeror's offer _____ (*insert date of offer*)

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting

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

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 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 (2011-05-16) General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

2.2 Supplemental General Conditions

LAB 180 (2004-12-10) Labour Conditions - Fair Wages and Hours of Labour 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 firm unit prices, as specified in Annex B, Basis of Payment for a cost of \$ _____ (determined at time of call-up). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Expenditure

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

4.3 Single Payment

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

4.4 T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

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; and
- (b) a copy of the invoices, receipts, vouchers for all direct 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. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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. SACC Manual Clauses

SACC Manual Clause C0705C (2010-01-11), Discretionary Audit

ANNEX A - STATEMENT OF WORK

To provide all labour, material and necessary equipment to service Refrigeration Equipment including Air Conditioning Units, Heat Pumps and Walk in Coolers (as per the list of equipment attached) at Nova Institution, Truro, Nova Scotia on an "as and when required" basis.

Services must be provided at various locations within the main institution building as well as housing units at Nova Institution.

REQUIREMENTS OF THE CONTRACTOR:

- 1.1 The Contractor must supply only journeyman refrigeration mechanics and apprentices to provide these services.
- 1.2 The Contractor will be responsible for the provision of all labor, materials, tools and/or equipment necessary to provide the required services.
- 1.3 The Contractor must undertake and agree to comply with all Standing Orders, Safety Regulations and other regulations in force at the site. The Contractor must make good of any loss or damages to property resulting from negligence on the part of the Contractor or his employees.
- 1.4 The Contractor and employees must comply with Provincial occupational health and safety regulations as defined in the Act.
- 1.5 The Contractor must have two years experience in commercial and /or institutional refrigeration systems, maintenance and repair as well as hydronic systems piping, controls, pumps, terminal units, balancing.

RESPONSE TIME:

- 2.1 The maximum response time following any call-up shall be 48 hours during weekdays within normal working hours .
- 2.2 The maximum response time for emergency call -up shall not exceed two (2) hours.
- 2.3 Normal response is with one tradesperson with a maximum number of two (2) tradespeople when required and approved by the Chief, Engineering and Maintenance.

QUALIFICATION:

- 3.1 The services must be provided by a journeyman refrigeration mechanic and apprentices.

LANGUAGE

- 4.1 Knowledge of the English language is essential for the provision of the services for this contract.

SECURITY

- 5.1 The Contractor and his representative must be security cleared (CPIC) to the enhanced level prior to entering the institution. Individuals must maintain a CPIC clearance to be granted access to the Institution.

5.2 The Contractor and/or his representative MAY NOT ENTER the site without an escort provided by CSC.

Call -Up

No work can be started until authorization is given to do so by the Project Authority. A contractual obligation will only come into effect upon the acceptance by the Project Authority.

All work will be performed subject to the inspection and acceptance by the Project Authority.
It is understood that:

- an obligation will come into force only when there is a call- up issued and only to the extent designated in the call up.
- Her Majesty's liability under this contract shall be limited to the actual amount of services identified in the call -up issued within the period specified herein; and
- this document does not oblige Her Majesty in any way to authorize services in sufficient quantities to expend the total estimated expenditures or any portion thereof whatsoever.

A call up against the standing offer agreement will be in the form of a telephone call by the Project Authority or his/her delegate to the contractor and then followed up by a written confirmation.

ANNEX B - BASIS OF PAYMENT

Bidders must provide a firm unit price in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded. The estimated quantities are for evaluation purposes only.

Contract Year April 1, 2012 - March 31, 2013

Item	Description	Unit of measure	Unit Price	Estimated Usage	Extended Price (Unit Price X Estimated Usage)
For the provision of Heating, Ventilation, Air Conditioning and Refrigeration services including all expenses (i.e. travel time) in accordance with Annex A, Statement of Work.					
1	Journeyman: first hour of call.	Hourly	\$_____	2	\$_____
1.1	Journeyman: normal working hours after the first hour.	Hourly	\$_____	10	\$_____
1.2	Journeyman: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	2	\$_____
2	Apprentice: first hour of call.	Hourly	\$_____	1	\$_____
2.1	Apprentice: normal working hours after the first hour.	Hourly	\$_____	5	\$_____
2.2	Apprentice: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	1	\$_____

Contract Year Evaluated Price \$_____

(The sum of the Extended Price for 1, 1.1, 1.2, 2, 2.1 and 2.2)

Option Year 1 April 1, 2013 - March 31, 2014

Item	Description	Unit of measure	Unit Price	Estimated Usage	Extended Price (Unit Price X Estimated Usage)
For the provision of Heating, Ventilation, Air Conditioning and Refrigeration services including all expenses (i.e. travel time) in accordance with Annex A, Statement of Work.					
1	Journeyman: first hour of call.	Hourly	\$_____	2	\$_____
1.1	Journeyman: normal working hours after the first hour.	Hourly	\$_____	10	\$_____
1.2	Journeyman: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	2	\$_____
2	Apprentice: first hour of call.	Hourly	\$_____	1	\$_____
2.1	Apprentice: normal working hours after the first hour.	Hourly	\$_____	5	\$_____
2.2	Apprentice: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	1	\$_____

Option Year 1 Evaluated Price \$_____

(The sum of the Extended Price for 1, 1.1, 1.2, 2, 2.1 and 2.2)

Option Year 2 April 1, 2014 - March 31, 2015

Item	Description	Unit of measure	Unit Price	Estimated Usage	Extended Price (Unit Price X Estimated Usage)
For the provision of Heating, Ventilation, Air Conditioning and Refrigeration services including all expenses (i.e. travel time) in accordance with Annex A, Statement of Work.					
1	Journeyman: first hour of call.	Hourly	\$_____	2	\$_____
1.1	Journeyman: normal working hours after the first hour.	Hourly	\$_____	10	\$_____
1.2	Journeyman: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	2	\$_____
2	Apprentice: first hour of call.	Hourly	\$_____	1	\$_____
2.1	Apprentice: normal working hours after the first hour.	Hourly	\$_____	5	\$_____
2.2	Apprentice: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	1	\$_____

Option Year 2 Evaluated Price \$_____

(The sum of the Extended Price for 1, 1.1, 1.2, 2, 2.1 and 2.2)

Option Year 3 April 1, 2015 - March 31, 2016

Item	Description	Unit of measure	Unit Price	Estimated Usage	Extended Price (Unit Price X Estimated Usage)
For the provision of Heating, Ventilation, Air Conditioning and Refrigeration services including all expenses (i.e. travel time) in accordance with Annex A, Statement of Work.					
1	Journeyman: first hour of call.	Hourly	\$_____	2	\$_____
1.1	Journeyman: normal working hours after the first hour.	Hourly	\$_____	10	\$_____
1.2	Journeyman: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	2	\$_____
2	Apprentice: first hour of call.	Hourly	\$_____	1	\$_____
2.1	Apprentice: normal working hours after the first hour.	Hourly	\$_____	5	\$_____
2.2	Apprentice: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	1	\$_____

Option Year 3 Evaluated Price \$_____

(The sum of the Extended Price for 1, 1.1, 1.2, 2, 2.1 and 2.2)

Option Year 4 April 1, 2016 - March 31, 2017

Item	Description	Unit of measure	Unit Price	Estimated Usage	Extended Price (Unit Price X Estimated Usage)
For the provision of Heating, Ventilation, Air Conditioning and Refrigeration services including all expenses (i.e. travel time) in accordance with Annex A, Statement of Work.					
1	Journeyman: first hour of call.	Hourly	\$_____	2	\$_____
1.1	Journeyman: normal working hours after the first hour.	Hourly	\$_____	10	\$_____
1.2	Journeyman: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	2	\$_____
2	Apprentice: first hour of call.	Hourly	\$_____	1	\$_____
2.1	Apprentice: normal working hours after the first hour.	Hourly	\$_____	5	\$_____
2.2	Apprentice: outside normal working hours after the first hour (includes evenings, weekends and Statutory Holidays.)	Hourly	\$_____	1	\$_____

Option Year 4 Evaluated Price \$_____

(The sum of the Extended Price for 1, 1.1, 1.2, 2, 2.1 and 2.2)

TOTAL EVALUATED COST**Total Evaluated Cost \$_____**

Total Evaluated Cost = Contract Year Evaluated Price + Option Year One Evaluated Price + Option Year Two Evaluated Price + Option Year Three Evaluated Price + Option Year Four Evaluated Price.

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

21250-11-0004

PWA-1-64137

ANNEX C - REPORTING REQUIREMENTS

Standing Offer Reporting Requirements

Company Name:

Standing Offer Number:

Period of Report:

	Report Totals:		
Opening Value	\$		
(less) Usage to Date:	- \$		
Balance Remaining:	\$		
Call-Up Number	Date of Call-Up	Description	Call-Up Value
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$

ANNEX D - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

(n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

(o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Automobile Liability Insurance

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.

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

PWA-1-64137

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pwa104

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File No. - N° du dossier

PWA-1-64137

CCC No./N° CCC - FMS No/ N° VME

Annex E - Schedule of Fair Wages

Attached.



FAIR WAGE SCHEDULE FOR FEDERAL CONSTRUCTION CONTRACTS

ÉCHELLE DE JUSTES SALAIRES POUR LES CONTRATS FÉDÉRAUX DE CONSTRUCTION

Nova Scotia - North/Central/South / Nouvelle-Écosse - Nord/Centrale/Sud
(New Glasgow, Truro, Kentville, Yarmouth)

Effective August 13, 2007 / En vigueur le 13 août 2007

Construction trades workers on the federal government construction contract listed in this appendix must be paid a regular hourly wage rate no less than the rate on this schedule for the type of work they are doing under the contract.

The apprentice wage rates are included into this schedule by reference to the *Apprenticeship and Trades Qualifications Act* (ATQA) of the province. Thus, where the ATQA refers to a percentage of a corresponding journeyperson's wage for a specific occupation, that percentage shall be applied against the wages listed below.

CLASSIFICATION OF LABOUR CATÉGORIE DE MAIN-D'OEUVRE

Les travailleurs de métiers de la construction, sur un contrat fédéral de construction, doivent être payés à un taux de salaires non moindre que le taux de cette échelle pour le type de travail effectué en vertu du contrat en question.

Le salaire des apprentis est inclus dans cette échelle en faisant référence à *Loi sur « Apprenticeship and Trades Qualifications Act (ATQA) »* de la province. Ainsi, là où l' ATQA prescrit que le salaire d'un apprenti doit correspondre au pourcentage du salaire d'un ouvrier qualifié de la même occupation, le calcul sera effectué en utilisant les taux ci-dessous.

FAIR WAGE RATE PER HOUR NOT LESS THAN TAUX DE JUSTE SALAIRE NON INFÉRIEUR À

Electricians Electriciens	20.08
Plumbers Plombiers	19.06
Pipefitters, Steamfitters Tuyauteurs, monteurs de tuyaux à vapeur	26.48
Sprinkler System Installers Monteurs de réseaux d'extincteurs automatiques	26.61
Sheet Metal Workers Toliers (ouvriers de feuilles de métal)	20.46
Ironworkers Monteurs de charpentes métalliques et ferrailleurs	24.65
Carpenters Charpentiers-menuisiers	17.66
Bricklayers Briqueurs-maçons	23.08
Cement Finishers Finisseurs de béton ou ciment	19.91
Tilesetters (including terrazo, marble setters) Poseurs de carrelage (de céramique, de marbre, etc.)	18.72
Lathers, Interior System Mechanics/Drywall Installers Latteurs, mec. de syst. int./poseurs de cloisons sèches	23.87

Plasterers, Drywall Finishers and Tapers Plâtriers, jointoyeurs de cloisons sèches	21.21
Roofers Couvreurs de toits multicouches	18.96
Glaziers Vitriers	16.78
Painters Peintres	14.36
Construction Millwrights Mécaniciens de chantier	23.12
Heavy Duty Equipment Mechanics Mécaniciens de machinerie lourde	18.26
Refrigeration and Air Conditioning Mechanics Mécaniciens en réfrigération et climatisation	20.56
Crane Operators Conducteurs/opérateurs de grue	22.07
Straight Truck Drivers Conducteurs de camions unitaires	13.18
Road Tractor Drivers for Semi-Trailers and Trailers Cond. de tractrs routiers pour semi-remorques ou remorques	13.60
Operators Heavy Equipment (ex. Cranes, Graders, Asphalt Paving) Conducteurs-machin. lourde sauf grue niveleuse, pavage et asphalt	16.02
Grader Operators Conducteurs de niveleuse (grader)	15.86
Paver and Asphalt Plant Operators Conducteurs de machinerie de pavage et d'asphaltage	14.93
Packer (Road-Roller) Operators Conducteurs de rouleau compresseur (Packer)	12.73
Traffic Accommodation Person (Flagperson) Ouvrier chargé de diriger la circulation	10.57
Form Setters Coffreurs de béton (Installateur de coffrage préfabriqué)	16.31
Asphalt Layers (by hand – includes rakers) Poseurs et étandeurs d'asphalte (à la main et en se servant d'un râteau)	15.53
Trade Helpers, Labourers (excluding Asphalt Layers, Flag person, Formsetter) Manoeuvres (sauf asph., circul., Coffreur béton)	14.50
<p>Fair wage schedule prepared by: Labour Standards and Workplace Equity Branch Labour Program, Human Resources and Social Development Canada based on The National Construction Industry Wage Rate Survey (2006) conducted by the Small Business and Special Surveys Division, Statistics Canada.</p>	
<p>L'échelle des justes salaires préparée par: Normes de travail et équité en milieu de travail Programme du travail, Ressources humaines et Développement social du Canada basée sur l'Enquête nationale sur les taux salariaux dans le secteur de la construction (2006) faite par la Division des petites entreprises et enquêtes spéciales, Statistique Canada.</p>	

CONTRACTORS SHOULD NOTE:	L'ENTREPRENEUR DOIT NOTER :
<p>a. THAT DURING THE TERM OF THIS CONTRACT, THE RATES LISTED HEREIN MAY BE REVISED IN ACCORDANCE WITH THE LABOUR CONDITIONS; AND</p> <p>b. THAT IN CARRYING OUT ANY OF THE WORK CONTEMPLATED BY THIS CONTRACT, THE CONTRACTOR IS ALSO SUBJECT TO ANY APPLICABLE PROVINCIAL LAWS AND REGULATIONS; and</p> <p>C. OVERTIME MUST BE PAID ACCORDING TO PROVINCIAL LEGISLATION CONCERNING HOURS OF WORK AT A RATE EQUAL TO AT LEAST ONE AND ONE-HALF TIMES THE FAIR WAGE RATE; and</p> <p>d. SCHEDULE RATES ARE 'STRAIGHT' WAGES AND DO NOT INCLUDE COMPENSATION IN THE FORM OF BENEFITS (FOR EXAMPLE, MEDICAL, DENTAL OR PENSION PLANS).</p>	<p>a. QUE PENDANT LA DURÉE DE CE CONTRAT, LES TAUX DE SALAIRES ÉNUMÉRÉS DANS L'ANNEXE PEUVENT ÊTRE REVISÉS EN CONFORMITÉ AVEC LES CONDITIONS DE TRAVAIL, ET</p> <p>b. QUE DANS L'EXÉCUTION DE TOUT TRAVAIL PRÉVU PAR LE CONTRAT, L'ENTREPRENEUR EST AUSSI ASSUJETTI AUX LOIS ET RÈGLEMENTS PROVINCIAUX, et</p> <p>C. LE TEMPS SUPPLÉMENTAIRE DOIT ÊTRE RÉMUNÉRÉ CONFORMÉMENT AUX LOIS PROVINCIALES RELATIVES AUX HEURES DE TRAVAIL À UN TAUX ÉQUIVALENT AU MOINS UNE FOIS ET DEMI LE TAUX DES JUSTES SALAIRES, et</p> <p>d. LES TAUX DE L'ÉCHELLE FAIT RÉFÉRENCE À LA RÉMUNÉRATION EN SALAIRE ET NE COMPRENNENT PAS LA RÉMUNÉRATION SOUS FORME D'AVANTAGES SOCIAUX (PAR EXEMPLE, LES PLANS D'ASSURANCE MÉDICALE OU DENTAIRE, OU LES RÉGIMES DE PENSION).</p>

<p>FOR INFORMATION CONCERNING THESE SCHEDULES AND THE <i>FAIR WAGES AND HOURS OF LABOUR ACT</i> UNDER WHICH THEY ARE DEVELOPED, OR TO LODGE A COMPLAINT, CONTACT YOUR NEAREST LABOUR PROGRAM DISTRICT OFFICE LISTED IN THE BLUE PAGES OF YOUR TELEPHONE DIRECTORY UNDER GOVERNMENT OF CANADA, HUMAN RESOURCES AND SOCIAL DEVELOPMENT CANADA OR CALL 1-800-OCANADA.</p>	<p>POUR OBTENIR DE L'INFORMATION SUR LES ÉCHELLES ET LA <i>LOI SUR LES JUSTES SALAIRES ET LES HEURES DE TRAVAIL</i> SOUS LESQUELS ILS ONT ÉTÉ DÉVELOPPÉ, OU POUR DÉPOSER UNE PLAINTÉ, CONTACTEZ LE BUREAU LOCAL DU PROGRAMME DU TRAVAIL LE PLUS PRÈS DE CHEZ VOUS EN CHERCHANT DANS LES PAGES BLEUES DE VOTRE ANNUAIRE SOUS GOVERNEMENT DU CANADA, RESSOURCES HUMAINES ET DÉVELOPPEMENT SOCIAL DU CANADA. VOUS POUVEZ ÉGALEMENT TÉLÉPHONER AU 1-800-OCANADA.</p>
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