

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Regina (REG)
Suite 201, 1800 11th Ave
Regina
Sask.
S4P 0H8
Bid Fax: (306) 780-5601

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)
Offre à commandes maître régionale (OCMR)

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

Regina (REG)
Suite 201, 1800 11th Avenue
Regina
Sask.
S4P 0H8

Title - Sujet Plumbing Supplies	
Solicitation No. - N° de l'invitation EV394-122692/A	Date 2012-03-21
Client Reference No. - N° de référence du client EV394-122692	GETS Ref. No. - N° de réf. de SEAG PW-\$REG-152-4431
File No. - N° de dossier REG-1-34209 (152)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-01	Time Zone Fuseau horaire Central Standard Time CST
Delivery Required - Livraison exigée	
Address Enquiries to: - Adresser toutes questions à: Parisee, Jillian	Buyer Id - Id de l'acheteur reg152
Telephone No. - N° de téléphone (306)780-5597 ()	FAX No. - N° de FAX (306)780-5601
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 201-1800 11TH AVE REGINA Saskatchewan S4P0H8 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

This Standing Offer cannot be used for requirements for goods delivered to locations that fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and Comprehensive Land Claim Agreements.

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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 | 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 Requirement, the Basis of Payment, Branch Listing and the Standing Offer Usage Report.

2. Summary

A Regional Master Standing Offer for the provision of plumbing supplies, as listed in the "Allpriser price book", in such quantities as may be requested, on an "as required basis", during the period of the Standing Offer of one year from date of issuance, in accordance with the requirements and conditions detailed/referenced herein:

There are also options to extend for additional two, one year, periods.

For all Federal Government Departments and Agencies in the Provinces of Alberta, Saskatchewan, and Manitoba.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

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

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

1.1 SACC Manual Clauses

B3000T (2006-06-16), Equivalent Products
M0019T (2007-05-25), Firm Price and/or Rates
M1004T (2011-05-16), Condition of Material

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 ten (10) 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 Saskatchewan.

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 (1 hard copy)
 Section II: Financial Offer (1 hard copy)
 Section III: Certifications (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 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.

- 1.1 SACC Manual Clauses
 C3011T (2008-05-12), Exchange Rate Fluctuation

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____
 Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

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The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

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

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration.

At RFSO closing date and time, the Offeror must:

- comply with the following Mandatory Requirements; and
- provide the necessary documentation to support compliance; and
- indicate where the information can be found in their proposal to demonstrate that they meet the criteria.

Item No.	Mandatory Technical Criteria	Identify page number in your proposal
1	Offeror must demonstrate compliance with points A.1 through to A.6 in Annex A, Requirement.	
2	Offeror must be able to quote on and supply "a minimum of 20 sections" under the Basis of Payment listed in Annex B.	

1.2 Financial Evaluation

1.2.1 For the purpose of the price evaluation you are requested to quote discounts FOB Destination in Annex "B" Basis of Payment.

A) The Evaluation will be based on the discounts offered in Annex "B", Basis of Payment. If discounts are not offered on certain sections net should be added in the space provided. If unable to quote and supply a section N/A should be added in the space provided. When your offer is evaluated, PWGSC will utilize the lowest responsive discount for that line item into their Offer to determine the aggregate price for evaluation purposes. If no Offeror quotes on a particular line item(s), PWGSC will enter 0% against that line item(s) for all Offerors for evaluation purposes.

B) The Offers will be assessed and accepted on a low aggregate basis. Low aggregate will be determined by reducing the "estimated dollar value usage" by the percentage discount quoted. Except for 2.2 Low aggregate will be determined by increasing the "estimated dollar value usage" by the percentage mark-up quoted and totaling all the net prices to determine the lowest aggregate offer.

(The estimated value usage are provided for the purpose of establishing an evaluation total only, and are not to be construed as an offer or a commitment on the part of the Crown.)

C) It is intended that more than one Standing Offer up to a maximum of four (4) will be issued in response to this solicitation, to the lowest responsive offerors to cover all geographic areas. Public Works and Government Services Canada reserves the right to issue less than four. In the event that four are issued, the estimated expenditure (funding) of each Standing Offer will be as follows:

Example Only, as funding could change, depending on the number of Standing Offers awarded.

Primary Standing Offer: \$666,666.67

Secondary Standing Offer:\$500,000.00

Third Standing Offer: \$333,333.33

Fourth Standing Offer: \$166,666.67

The aggregate total funding, including option years, of all Standing Offers awarded will not exceed \$5,000,000.00.

SACC Manual Clauses M0222T (2007-05-25), Evaluation of Price

2. Basis of Selection

2.1 Basis of Selection - Multiple Items M0032T (2010-08-16)

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 on an aggregate basis 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

1.1 Federal Contractors Program - \$200,000 or more M2000T (2010-08-16)

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:

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.

PART 6 - 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. 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.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

2.2.1 Periodic Usage Reports - Standing Offer M7010C (2010-01-11)

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 "E". 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 WST-PA-SK inbox.

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 WST-PA-SK inbox no later than 15 calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of issuance for a one year period.

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 an two (2) additional one year periods, from _TBD_ to _TBD_ and _TBD_ to _TBD_ 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.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Jillian Parisee
A/ Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
201-1800 11th Avenue
Regina, SK., S4P 0H8

Telephone: 306-780-5597

Facsimile: 306-780-5601

E-mail address: jillian.parisee@pwgsc-tpsgc.gc.ca

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

4.2 Project Authority

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

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

4.3 Offeror's Representative (TO BE COMPLETED)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

6. Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document or other communication mutually agreed to by the identified user and the contractor.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000 (Goods and Services Tax or Harmonized Sales Tax included).

9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-03-02); General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Branch Listing;
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's 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 Saskatchewan.

12. SACC Manual Clauses

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

13. Shipment and FOB Point

Shipments shall be consigned to the destination specified in the call-up document and delivered FOB, off-loaded, and including all delivery charges to the destination for all consignees in the city/town where the suppliers branch is located or within the suppliers normal delivery area (if greater than the city/town limits).

For consignees outside the city/town/normal delivery area:

Goods ordered that are not-stocked in the suppliers warehouse shall be consigned FOB including all delivery charges to the suppliers warehouse and then forwarded to the consignee FOB off-loaded to destination, freight charges prepaid and then listed as a separate item on the invoice. For goods ordered

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that are stocked in the suppliers warehouse delivery shall be consigned FOB off-loaded to destination, freight charges prepaid and then listed as a separate item on the invoice. If call-ups are made against a suppliers branch office for goods that are held in stock in the branch office, then delivery shall be made FOB including all delivery charges and off-loaded to the destination as specified on the call-up document within a ten (10) kilometer radius of said branch. All orders received from outside the ten (10) kilometer radius will be prepaid and charged and listed as a separate item on the invoice.

For consignees outside the city/town/normal delivery area, goods will be considered not-stocked therefore, delivery will be fourteen (14) days, from receipt of call-up against the Standing Offer.

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. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions**2.1 General Conditions**

2010A (2012-03-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2012-03-02), General Conditions - Goods (Medium complexity) will not apply to payments made by credit cards.

3. Term of Contract**3.1 Delivery Date**

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

4. Payment**4.1 Basis of Payment C0207C****Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s) (2010-01-11)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$ 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.

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.

Refer to Annex B

4.2 Limitation of Price

SACC Manual clause C6000C (2007-05-25) Limitation of Price

4.3 Single Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

4.4 SACC Manual Clauses

C2000C Taxes - Foreign-based Contractor

2007-11-30

4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

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

6. SACC Manual clause G1005C (2008-05-12) Insurance

7. SACC Manual Clauses

A9068C	Government Site Regulations	2010-01-11
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16

ANNEX "A" - REQUIREMENT

A Regional Master Standing Offer for the provision of plumbing supplies, as listed in the "Allpriser price book", in such quantities as may be requested, on an "as required basis", during the period of the Standing Offer of one year from date of issuance, in accordance with the requirements and conditions detailed/referenced herein:

There are also options to extend for additional two, one year, periods.

For all Federal Government Departments and Agencies in the Provinces of Alberta, Saskatchewan, and Manitoba.

A1. Offeror Service

Offeror must be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail. Offeror must be open for business Monday to Friday, from 8:00 AM to 5:00 PM local time (except for Statutory Holidays).

A2. Delivery Response Time

Delivery shall be made within one (1) calendar day for stocked items and fourteen (14) days for non-stocked items, from receipt of a call-up against the Standing Offer.

Supply is to be made from the supplier's outlet closest to the consignee.

Delivery on emergency items and for short turnaround should be completed as required, however, for all non emergency items all items should be held and delivered when full order can be filled.

A3. No Substitute Products

Unless specified, substitutions of items called up (ordered) is not acceptable and will not be permitted, except for cases where the item has been discontinued but any substitution must have prior approval by the Identified User. Any request for change/deletion of a brand name etc. Item must be fully documented, including an explanation as to why they are no longer available.

A4. Equivalent Products

Upon receipt of a call-up, the Offeror must advise the Identified User immediately if products are not available. The Offeror must offer an equivalent item with the same specification or better at the same or lower price.

A5. Ordered Products

If a delivery error is made by the Offeror, the Offeror must pickup, free of charge, replace, credit or refund any items(s) within five (5) working days after notification by the Identified Users.

If the product is damaged and/or defective, the Offeror must replace at no charge within five (5) working days of notification.

Items ordered in error and found not to be required may be returned with thirty (30) calendar days, transportation charges prepaid and at prices in effect on date of purchase.

When the supplier requests confirmation that an item has been ordered correctly, which item is not normally stocked and such items are confirmed by the requisitioning department, then such items shall not be returnable.

A6. Call-ups

Call-ups against the Standing Offer may be made by client departments and Agencies to fill multiple small quantity orders for several delivery points within their facility. It is possible that call-ups for small quantities

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of items or single items may be made during the period of the Standing Offer. The Call-up document will indicate any special delivery instructions.

A7. Packing Slips and Shipments

A packing slip indicating the Standing Offer number, the call-up number, the shipping date, quantity(ies), unit(s) and part number of deliverables must be included with each shipment.

All items shall remain the responsibility of the Offeror until delivered and accepted by the Designated User. Cost associated with damage in transit to the destination will be borne by the Offeror.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

This standing offer cannot be used for requirements for goods delivered to locations which fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and Comprehensive Land Claim Agreements.

ANNEX "B" - BASIS OF PAYMENT

1. Allpriser Items: Prices will be based upon the most current Allpriser Redbook Price Guide, applicable zone, at the time of call-up, less the discount specified below. The percentage of the discounts may be increased during the period of the Standing Offer by may not be decreased.

1. Allpriser Items		A	B	C
Allpriser Section	Description	Estimated Dollar Usage	Less % Discount	Total Price
1	Baths and showers	C\$55,000.00	____%	\$_____
2	Lavatories	C\$50,000.00	____%	\$_____
3	Closets, seats & urinals	C\$60,000.00	____%	\$_____
4	Kitchen Sinks and Laundry Tubs	C\$55,000.00	____%	\$_____
5	Drinking Fountains	C\$40,000.00	____%	\$_____
6	Residential Faucets	C\$55,000.00	____%	\$_____
7	Miscellaneous Plumbing Brass	C\$65,000.00	____%	\$_____
8	Commercial Faucets	C\$70,000.00	____%	\$_____
9	Pumps and Softeners	C\$70,000.00	____%	\$_____
10	Water Heaters	C\$65,000.00	____%	\$_____
11	Boilers and Radiators	C\$40,000.00	____%	\$_____
12	Warm Air Accessories	C\$50,000.00	____%	\$_____
13	Heating Specialties	C\$200,000.00	____%	\$_____
14	Repair Parts	C\$55,000.00	____%	\$_____
15	Waterworks	C\$30,000.00	____%	\$_____
16a	Copper Tube and pipe	C\$70,000.00	____%	\$_____
16b	Copper and brass fittings	C\$75,000.00	____%	\$_____
17	Values	C\$85,000.00	____%	\$_____
18a	Steel pipe, bushings	C\$50,000.00	____%	\$_____
18b	Fittings (excluded welding fittings)	C\$50,000.00	____%	\$_____

18c	Welding Fittings	C\$30,000.00	____%	\$_____
19	Soil pipe and fittings	C\$40,000.00	____%	\$_____
20	Plastic - Drain and Sewer	C\$30,000.00	____%	\$_____
21	Plastic Pressure	C\$145,000.00	____%	\$_____
22	Floor and Roof Drains	C\$30,000.00	____%	\$_____
23a	Hangers	C\$35,000.00	____%	\$_____
23b	Gaskets, pipe covering, fasteners and hanger accessories	C\$35,000.00	____%	\$_____
24	Tools (Green Section)	C\$50,000.00	____%	\$_____
2. Miscellaneous Plumbing Items				
2.1	Miscellaneous plumbing related items not listed in the Allpriser. Manufacturer's Published Price List less a discount. Offeror must submit with their invoice price support in the form of Manufacturer's published price list for the item.	C\$200,000.00	____%	\$_____
		Estimated Dollar Usage	Plus % Mark-Up	Total Price
2.2	Miscellaneous custom order items not listed in the Allpriser. The pricing will be at actual laid down cost plus a mark-up of ____%. Offeror must submit with their invoice a copy of an invoice to support the actual cost claimed.	C\$100,000.00	____%	\$_____

OTHER REQUIREMENTS (This section will not form part of the bid evaluation.)

An additional discount (over and above base discount) will apply when individual call-ups have a minimum value per destination as follows:

Order Value	Discount
Between \$ 5,000.00 - \$ 9, 999.99	____%
Between \$10,000.00 - \$19,999.99	____%
Between \$20,000.00 - \$29,999.99	____%
Between \$30,000.00 - \$40,000.00	____%

SPECIALS

In addition to the above pricing, special offerings due to year end or surplus manufacturing runs, special job lots, sales, etc., to be made available as they occur if of lessor cost than under the above pricing arrangement.

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ANNEX "C" BRANCH LISTINGS

NOTICE TO BIDDERS

Offeror's are requested to include (under separate letterhead), their complete company address, with contact names, telephone, facsimile, and e-mail addresses for all branch outlets located in the provinces of Alberta, Saskatchewan, and Manitoba to which the discounts offered herein apply.

Provide the information in the following format:

COMPANY BRANCHES

Province of Alberta:

<u>Company Name & Address</u>	<u>Contact Person Telephone</u>	<u>Facsimile</u>
XYZ Company 1720 Anywhere Rd. Somewhere, Ab. N7H 2Y4	George Happy (292) 123-4567	(292) 987-6543

List all your "Alberta" branch listing in alphabetical order. Then, do the same for Saskatchewan, and Manitoba)

For information purposes: The majority of usage will likely emanate from, but is not restricted to the following areas; Winnipeg and Brandon Manitoba, Prince Albert, Saskatoon and Regina Saskatchewan, Edmonton, Cold Lake, Calgary, Red Deer, Lethbridge and Medicine Hat, Alberta.

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ANNEX D - STANDING OFFER USAGE REPORT

Return to:

Public Works and Government Services Canada

Acquisitions Branch

Facsimile: (306) 780-5601

Telephone: (306) 780-7394

Email: wst-pa-sk@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:

STANDING OFFER NO:

DEPARTMENT OR AGENCY:

REPORTING PERIOD:

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

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

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE: