

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**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**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Process Controllers, Repair and Mai	
<b>Solicitation No. - N° de l'invitation</b> W0134-15CYNH/A	<b>Date</b> 2014-06-19
<b>Client Reference No. - N° de référence du client</b> W0134-15CYNH	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-607-10200
<b>File No. - N° de dossier</b> EDM-4-37033 (607)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-07-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jenkinson, Lorraine	<b>Buyer Id - Id de l'acheteur</b> edm607
<b>Telephone No. - N° de téléphone</b> (780)497-3593 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE P.O.BOX 6550 STN FORCES COLD LAKE Alberta T9M2C6 Canada	
<b>Security - Sécurité</b> 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**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

W0134-15CYNH/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-4-37033

Buyer ID - Id de l'acheteur

edm607

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

W0134-15CYNH

CCC No./N° CCC - FMS No/ N° VME

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**TITLE: REGIONAL INDIVIDUAL STANDING OFFER FOR THE MAINTENANCE AND REPAIR OF  
PROCESS CONTROLLERS AND ASSOCIATED EQUIPMENT.**

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**TITLE: REGIONAL INDIVIDUAL STANDING OFFER FOR THE MAINTENANCE AND REPAIR OF PROCESS CONTROLLERS AND ASSOCIATED EQUIPMENT.**

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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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes as indicated in the Table of Contents.

### **2. Summary**

- 2.1 The Department of National Defence, 4 Wing Cold Lake, AB, has a requirement for a Regional Individual Standing Offer for the supply of all labour, materials, tools, equipment, transportation, and supervision necessary to maintain and repair the process controllers and associated equipment at 4 Wing Cold Lake, as required and in accordance with the Statement of Work, Annex "A". The period of the Standing Offer is for three (3) years from date of award.'
- 2.2 Offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006.
- 2.3 For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).
- 2.4 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### 3. Debriefings

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2014-03-01\)](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Transmission of offers by facsimile to PWGSC will be accepted.

### 3. Former Public Servant

Contracts awarded to 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 awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### 3.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

### 3.2 Former Public Servant in Receipt of a Pension

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

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

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

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

### 3.3 Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment 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 Applicable Taxes.

## 4. 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

- Section I: Technical Offer (1 hard copy or 1 fax copy)
- Section II: Financial Offer (1 hard copy or 1 fax copy)
- Section III: Certifications (1 hard copy or 1 fax copy)

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

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

### Section I: Technical Offer

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

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### 2.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

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

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

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

## Section III: Certifications

Offerors must submit the certifications required under Part 5.

## 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

- a) Ability to perform the scope of the work described in Annex "A".
- b) Personnel must have training and experience with repair, replacement and troubleshooting ABB controls.

#### 1.2 Financial Evaluation

##### 1.2.1 Calculation of Total Evaluated Price:

The Total Evaluated Price will be calculated in the following method:

- a) Unit prices for items 1a, 1b, 1c, 2a, 2b and 2c, will be multiplied by the estimated usages shown for each of the three years of the standing offer;

- b) The lot price in item 3 will be applied to the estimated usage for each of the three years of the standing offer.
- c) The markup in item 4 will be applied to the estimated expenditure for each of the three years of the standing offer.
- d) Results of the calculations in (a) (b) and (c), above, will be added together to obtain the total evaluated price for all three years.

1.2.2 The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

## **2. Basis of Selection**

**2.1** 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.

**2.2** Only one standing offer will be issued.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

#### **1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions [2006](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **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. Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

[2005 \(2014-03-01\)](#), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **3.2 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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "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.

### **4. Term of Standing Offer**

#### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

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## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Lorraine Jenkinson  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
ATB Place, North Tower, 5<sup>th</sup> Floor  
10025 Jasper Avenue

Telephone: 780-497-3593

Facsimile: 780-497-3510

E-mail address: [Lorraine.Jenkinson@pwgsc-tpsgc.gc.ca](mailto:Lorraine.Jenkinson@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.

### 5.2 Project Authority

The Project Authority for the Standing Offer is:

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

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

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

## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

- Department National Defence, WCE Contracts, 4 Wing CFB Cold Lake, Cold Lake, Alberta

## 8. Blank

## 9. 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.

## 10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$60,000.00.

## 11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) 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.

## 12. 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](#) (2014-03-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010C](#) (2014-03-01), General Conditions - Services (Medium Complexity);
- e) Annex X, Statement of Work;
- f) Annex X, Basis of Payment (*if applicable*);
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 13. Certifications

### 13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

#### 14. **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 \_\_\_\_\_. (*Insert the name of the province or territory as specified by the offeror in its offer, if applicable*).

#### 15. **SACC Manual Clauses**

[M3800C](#) (2006-08-15), Estimates

### **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](#) (2014-03-01), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 - Interest on Overdue Accounts, of [2010C](#) (2014-03-01), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

#### 3. **Term of Contract**

##### 3.1 **Period of the Contract**

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

#### 4. **Proactive Disclosure of Contracts with Former Public Servants**

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

#### 5. **Payment**

##### 5.1 **Basis of Payment**

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 *\$(as per the call-up document)*. Customs duties are included and Applicable Taxes are extra.

##### 5.2 **Limitation of Expenditure**

5.2.1. Canada's total liability to the Contractor under the Contract must not exceed *\$(as per the call-up document)*. Customs duties are included and Applicable Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.2.2. 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.

### 5.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 5.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C0710C (2007-11-30), Time and Contract Price Verification  
C0711C (2008-05-12), Time Verification  
C2000C (2007-11-30), Taxes - Foreign-based Contractor

### 5.5 Payment by Credit Card

*(Use this clause if only one credit card is accepted)*

The following credit card is accepted: \_\_\_\_\_.

**OR**

*(Use this clause if more than one credit card are accepted)*

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

## 6. Invoicing Instructions

6.1 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 invoices, receipts, vouchers for all direct expenses, and all travel and living expenses; and
- c. a copy of the Call-up against a Standing Offer and any other documents as specified in the resulting Contract

6.2 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. Each invoice must reflect the customer's Purchase Order (PO) number and a separate invoice must be submitted for each detail.

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**7. Insurance**

*SACC Manual* clause [G1005C](#) (2008-05-12), Insurance

**8. SACC Manual Clauses**

[A9006C](#) (2012-07-16), Defence Contract

[A9039C](#) (2008-05-12), Salvage

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations

[B1501C](#) (2006-06-16), Electrical Equipment

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**ANNEX "A"**

**STATEMENT OF WORK**

**DEPARTMENT OF NATIONAL DEFENCE  
4 WING COLD LAKE**

**WING CONSTRUCTION ENGINEERING**

**STATEMENT OF WORK  
FOR  
MAINTAIN/REPAIR PROCESS CONTROLLERS**

**CFB COLD LAKE  
ALBERTA, T9M 2C6**



Requisition Number: W0134-15-CYNH  
Contract Card: PROCONNH  
Date: 17-April-2014

## Description of Work

1. Work under this Standing Offer Agreement (SOA) must comprise the supply of all labour, materials, tools, equipment, transportation and supervision necessary to maintain and repair the process controllers and associated equipment, on a "as and when requested" basis, as listed in Appendix A.
2. The work will include yearly maintenance and calibration service with one programmed visit to the Central Heating Plant (Building 9) during the heating season, in the months of January or February, to calibrate all sensors and instruments when boilers are running at maximum capacities.
3. The Contractor must reply to an authorized request within 8 hours and actual work will be performed within a time frame mutually agreed to by both parties. Once on site, the Contractor will work until problem is resolved and unit is returned to service.
4. Personnel must have training and experience with repair, replacement and troubleshooting ABB controls.
5. The Project Authority will be responsible for calling out the Contractor and providing access to the appropriate buildings.

### Replacement of components:

6. Permanent replacement of components must be factory approved parts and the same brand name as the defective parts being removed. Any components replaced in a temporary emergency situation having a brand name other than the original defective component will be replaced as soon as possible with the required named component, unless otherwise agreed to in writing with the Project Authority.

### Materials:

7. Provide oils, lubricants, filters and any other parts necessary to complete the work requested. Use products and oil weights as recommended by the manufacturer, unless instructed otherwise in writing by the Project Authority or their delegate.

### Work report:

8. On completion of the work the following will be submitted to the Project Authority.
  - a. Written report/record of all maintenance and repairs completed; and
  - b. Any pertinent drawings and or manufacturer's literature including OEM documentation on new equipment/components installed.

## Warranty

9. All workmanship carried out under this Standing Offer must be warranted for a period of 12 months from date of repair or replacement. All material/ equipment replaced under this agreement will be warranted as per the manufacturers warrantee. The Contractor is to supply the Project Authority with the associated manufacturer warrantees upon completion of the work.

## Contractor's Use of Site

10. For execution of the work only, subject to the following:
  - a. Movement around site will be subject to restrictions imposed by the Project Authority;
  - b. Do not unreasonably encumber site with materials or equipment;
  - c. Maintain work in tidy condition, free from accumulation of waste products and debris: and
  - d. Execute work with the least possible interference or disturbance to occupants and normal use of premises.

## Workmanship

11. Workmanship must be of the best quality, executed by workers skilled and ticketed in the respective trades for which they are employed. It is the responsibility of the Contractor to supply fully licensed and accredited employees. All related licenses, tickets and accreditation are the responsibility of the Contractor and must be provided as proof of quality of skills required for the terms of the contract.
12. Project Authority reserves the right to request the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.

## Operational Security

13. Work carried out within the General Restricted Area (GRA) is subject to special and unique security regulations. All Contractors' employees must carry company I.D and GRA pass. Individuals without authorized passes in their possession will not be permitted to enter the GRA. If the Project Authority requires the Contractor to work in the GRA where there Reliability clearance does not give them access, the Project Authority will provide Security Escorts.
14. The use of cell phones are restricted in the GRA;
  - a. The use of cell phones is restricted in the GRA
  - b. Cell phones will not be operated within 15 metres of an aircraft.
15. Contractors are not to take any pictures within the GRA, if required to take a picture, the Project Authority could take the picture for the Contractor. A request must be submitted to the Project Authority well in advance; this request will be considered but might not be supported due to other requirements.

## Health & Safety Requirements

16. All accidents are to be reported to the Project Authority immediately.
17. All hazardous material must be identified and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS) and copies of the Material Safety Data Sheet (MSDS) must be supplied to the Project Authority.
18. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during the performance of work, report to Project Authority immediately.

19. If during execution of contract work, workers uncover or disturb suspected asbestos products that are not covered in the contract specifications, STOP work in that area and report to Project Authority immediately.
20. Smoking is not permitted in any DND building or facility. Smoking will only be permitted utilizing designated smoking areas located in various locations throughout the Base. Smoking is not permitted in POL Compound or around any flammable liquids.

## Orientation Meeting

21. A kickoff meeting will be conducted for the Contractor and Project Authority to discuss the terms of the Standing Offer (SO) This meeting provides both parties an opportunity to bring forward or answer all inquiries or questions. This meeting will be held prior to initial call-up to ensure there is no misunderstanding. Project Authority will contact the Contractor to arrange for this meeting as soon as possible after the issuance of the Standing Offer. The meeting is expected to last approximately one hour but may vary from this time.

### DND Fire Safety Requirements

22. The Contractor's personnel who will be working on 4 Wing must read and abide by the 4 Wing Cold Lake Fire Orders and Regulations for Contractors, which will be provided by the Project Authority during the orientation meeting or before the commencement of the work.
23. The Project Authority will coordinate arrangements for the Contractor to be briefed on Fire Safety at their orientation meeting before any work is commenced.

### Safety Briefing

24. Contractors/visitors/subcontractors working within the Central Heating Plant will attend work-specific briefings by the Central Heating Plant Chief Operating Engineer or his delegate relating to health, safety, environmental and emergency response procedures. Documentation including Standing Operating Procedures (SOP's) or other procedures, and safety standards will be cited or made available to contract/visitor principals on a loan basis for reference, as applicable.
25. Observance of On-site Safety, Health and Environmental Standards on Protection of Property. The Contractor, his employees and/or subcontractors, undertakes and agrees to comply with all DND regulations in force at the worksite, including the observance of all safety, health and environmental standards and those in place to preserve and protect DND property from loss or damage from all causes including fire.
26. The Contractor must ensure that all employees and subcontractors that will be working on the site are fully briefed and have completed and signed the Contractor Safety Orientation Checklist prior to the start of any portion of the on site work.

## Environmental Protection Procedures

27. The following are disposals regulations
  - a) Burying of rubbish or waste materials on site is prohibited;
  - b) Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers;

- c) Costs associated with appropriate removal, transportation and disposal of wastes is the responsibility of the Contractor; and
  - d) The Contractor must dispose of all rubbish and residue in accordance with existing provincial and/or municipal regulations and/or bylaws.
28. Do not pump contaminated water into waterways, storm drains, sanitary sewers, or drainage systems.
29. Control the disposal or runoff of contaminated water or other harmful substances in accordance with local authority requirements.
30. Do not dump excavated fill, waste material or debris in waterways.
31. The Contractor must immediately notify the Project Authority of any damage incident.

### Special Procedures: Airports In Use

32. When operating within the 4 Wing areas the following restrictions apply:
- a. Do not disrupt airport business except as permitted by Project Authority; and
  - b. Provide temporary protection for safe handling of public, personnel, pedestrians and vehicular traffic; and
  - c. Provide barricades and lights where directed.
33. In areas of airport not closed to aircraft traffic, the Contractor must:
- a. Obtain Project Authority's approval on scheduling of work;
  - b. Control movements of equipment and personnel as directed by Project Authority;
  - c. Obey signals and directions from escort instantly;
  - d. For all services that are required on the airfield an escort will be provided; and
  - e. All personnel must be aware of Jet Blast (exhaust) from running and turning aircraft when working on the aerodrome. Jet Blast is extremely hot and forceful.
34. The Contractors must be aware of the following FOD Controls:
- a. Where travel routes cross active runways, taxiways or aircraft parking aprons, the Contractor and/or his designate must broom clean debris from area immediately;
  - b. Where access routes cross active runways, taxiways or parking aprons, the Contractor and/or his designate must keep crossings free of mud and debris at all times; and
  - c. Foreign Object Damage (FOD) Control must be exercised on a continuous basis in vicinity of aircraft, runways or aprons. Control all blowing debris at all times, stop and check vehicle tires at all designated FOD Check Stop.

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## **Appendix A to Annex "A"**

### **List of Equipment**

- 2 x ABB Industrial IT Control System (Freelance version) and associated transmitters
- 4 x Cross limited boiler control figuration and associated transmitters
- 50 x ABB Smart Transmitter Terminal
- 35 x ABB Smart Electronic Pressure Transmitter
- 20 x ABB Characterizable Pneumatic Positioners
- 6 x ABB Variable Speed Drives

## **ANNEX "B"**

### **BASIS OF PAYMENT**

1. Unit Prices are to include ALL applicable expenses, including travel time and personnel expenses, to perform the work described, including all reports/deliverables and are to remain firm for the period of the Standing Offer.
2. Service call rates will be paid only on the initial call-out. Should the work carry over to subsequent days, the labour rates only will apply.
3. Overtime must be authorized in advance by the Project Authority.
4. A percentage mark-up on parts and materials must be provided otherwise it will be taken as zero.
5. For work carried over to subsequent days, accommodations will be reimbursed as per Travel Directive Policy. The current Travel Directive Policy is available at following website. Accommodation costs are not to include a mark-up and must be supported with receipts. All costs associated with travel and living expenses need to be pre-approved by the Project Authority.  
  
The current Travel Directive Policy is available at: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>
6. Applicable Taxes (e.g. GST/HST) are not to be included in the prices but will be added as a separate item to any invoice issued against the Standing Offer call-up.
7. Estimated usages are for evaluation purposes only and not to be construed as a firm commitment from Canada. Actual usage may vary from these amounts.

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Item	Description	U of I	Est. Annual Usage	Year 1 award date to		Year 2 to		Year 3 to	
				Firm Unit Price [B]	Extended Price [A] x [B]	Firm Unit Price [C]	Extended Price [A] x [C]	Firm Unit Price [D]	Extended Price [A] x [D]
01	Service Call including all travel to/from site and the first hour of on-site productive labour for all personnel:		[A]						
01a.	During regular working hours (0730-1600 hr) Monday through Friday.	call	4	\$	\$	\$	\$	\$	\$
01b.	Outside regular working hours (after 1600 hr) Monday through Friday:	call	1	\$	\$	\$	\$	\$	\$
01c.	Weekends and Statutory Holidays:	call	1	\$	\$	\$	\$	\$	\$
02	<b>Labour only in addition to the above:</b>								
02a.	During regular working hours (0800-1600) Monday through Friday: Journeyman	hour	160	\$	\$	\$	\$	\$	\$
02b.	Outside regular working hours (After-1600) Monday through Friday: Journeyman	hour	8	\$	\$	\$	\$	\$	\$
02c.	Weekends and Statutory Holidays: Journeyman	hour	20	\$	\$	\$	\$	\$	\$

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Item	Description	U of I	Est. Annual Usage	Year 1 award date to _____ to _____		Year 2 _____ to _____		Year 3 _____ to _____		
				Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	Firm Unit Price	Extended Price	
03	Firm, all-inclusive lot price for the annual maintenance and calibration of equipment as described in Annex "A".	lot	1	\$	\$	\$	\$	\$	\$	
04	Materials will be supplied at Offeror's cost plus a mark-up of _____%, as supported by invoice.	\$40,000.00 est. annual expenditure		_____%		_____%		_____%		
05	Travel and Living costs will be reimbursed as per the Treasury Board Travel Directive.									
				\$		\$		\$		
				<b>Total Estimated expenditure per year:</b>						\$
				<b>Total Evaluated Price:</b>						\$
				Goods & Services Tax:						\$

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**ANNEX "C"**

**STANDING OFFER USAGE REPORT**

The data must be submitted by email on a quarterly basis to:

Public Works and Government Services Canada Standing Offer Authority  
Email: [WST.PA-EDM@pwgsc-tps.gc.ca](mailto:WST.PA-EDM@pwgsc-tps.gc.ca) .

Quarterly Usage Report Schedule:

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

Supplier Name	Contact Name / Number:
Standing Offer Number:	Period Covered

Department	Call up Number	Dollar Value (GST Included)

(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 this period: [ ]

**PREPARED BY:**

NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

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

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