

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338

**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**  
Public Works and Government Services Canada - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<b>Title - Sujet</b> HVAC Maintenance Services	
<b>Solicitation No. - N° de l'invitation</b> ET025-150914/A	<b>Date</b> 2014-11-20
<b>Client Reference No. - N° de référence du client</b> PWGSC-ET025-150914	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-010-9257
<b>File No. - N° de dossier</b> WPG-4-37123 (010)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-01-02</b>	
<b>Time Zone Fuseau horaire</b> Central Standard Time CST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Maki, Christie	<b>Buyer Id - Id de l'acheteur</b> wpg010
<b>Telephone No. - N° de téléphone</b> (204)984-1083 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 100-167 LOMBARD AVE WINNIPEG Manitoba R3C2Z1 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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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See attached.

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HVAC Maintenance

## **PART 1 - GENERAL INFORMATION**

### **1.1 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, and the basis of selection;   |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, Standing Offer Reporting and Insurance Requirements.

### **1.2 Summary**

The Department Public Works Government Services Canada (PWGSC) Real Property Services, Freshwater Institute, located at 501 University Crescent, Winnipeg MB requires the provisions of a Regional Individual Standing Offer to supply all labour, materials, tools, equipment, transportation and supervision to provide to provide all labour, materials, tools, equipment, transportation and supervision required to carry out the performance of maintenance and alterations to Heating, Air Conditioning and Refrigeration Systems, on an "as and when required basis."

The period of the Standing Offer is from date of issuance to November 30, 2015 with options to extend for two (2) additional one (1) year periods, from December 1, 2015 to November 30, 2016 and December 1, 2016 to November 30, 2017.

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As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants."

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)."

### **1.3 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**

### **2.1 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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **2.1.1 SACC Manual Clauses**

M0019T Firm Price and /or Rates 2007-05-25

### **2.2 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.

### **2.3 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.

#### **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.

**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.

**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.

#### **2.4 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 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.

#### **2.5 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 Manitoba.

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**

### **3.1 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 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 the Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 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 \_\_\_\_\_

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- (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**

### **4.1 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

- a) Ability to perform the full scope of the work as described in Annex A.
- b) Provision of firm pricing for all items in Annex B, Basis of Payment.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price**

SACC Manual Clause [M0222T](#) (2010-01-11), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria Only**

SACC Manual Clause M0031T (2007-05-25) Mandatory Technical Criteria Only

## **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.

### **5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### **5.1.1 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.

#### **5.1.2 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.

#### **5.1.3 Education and Experience**

SACC Manual Clause M3021T - 2012-07-16 Education and Experience

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to this Standing Offer.

#### **7.3 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.

##### **7.3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 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 15 calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of Standing Offer issuance to November 30, 2015.

##### **7.4.2 Extension of Standing Offer**

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If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one (1) year periods, from December 1, 2015 to November 30, 2016 and December 1, 2016 to November 30, 2017 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Christie Maki  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 100-167 Lombard Ave, Winnipeg MB R3B 0T6  
Telephone: 204-984-1083  
Facsimile: 204-983-7796  
E-mail address: christie.maki@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.

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: (to be determined)

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.

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_

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Address: \_\_\_\_\_

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

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

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

## 7.6 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.

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Department of Public Works and Government Services, for the Freshwater Institute Building at 501 University Crescent, Winnipeg, Manitoba.

## 7.8 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.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000 (Applicable Taxes included).

## 7.10 Financial Limitation

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

## 7.11 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services;

- d) the general conditions 2029 (2014-09-25) General Conditions- Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Reporting
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated \_\_\_\_\_.

## **7.12 Certifications**

### **7.12.1 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.

### **7.12.3 SACC Manual Clauses**

SACC Manual Clause M3800C (2006-08-15) Estimates

## **7.13 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 \_\_\_\_\_.

## **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.

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2029 (2014-09-25), General Conditions – Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2014-09-25), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

#### 7.4 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.

#### 7.5 Payment

##### 7.5.1 Basis of Payment- 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 \$ TBD and Applicable Taxes are extra.

##### 7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ TBD. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

##### 7.5.3 Single Payment

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

##### 7.5.4 SACC Manual Clauses

T1204 (2007-11-30)	Direct Request by Customer Department
C0705C (2010-01-11)	Discretionary Audit
C0710C (2007-11-30)	Time and Contract Price Verification

##### 7.5.5 Payment by Credit Card

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

## 7.6 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.
  - a) Each invoice must be supported by: a copy of time sheets to support the time claimed;
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.

## 7.7 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **ANNEX A**

### **STATEMENT OF WORK**

#### HVAC Maintenance Services

#### **1. Background**

The Department of Public Works Government Services Canada (PWGSC) Real Property Services, Freshwater Institute, located at 501 University Crescent, Winnipeg MB requires the provisions of a Regional Individual Standing Offer to supply all labour, materials, tools, equipment, transportation and supervision required to carry out the performance of maintenance and alterations to Heating, Air Conditioning and Refrigeration (HVAC) Systems, on an "as and when required basis."

#### **2. Performance**

##### **2.1 Certifications**

1. All of the Offeror's personnel performing work must have the appropriate trade licenses and certifications to perform the work specified on the call-up document. Licenses and certification may include but are not limited to:

1. Trades Designation Regulation (MR 263/88)

1. Trade of Refrigeration and Air Conditioning Mechanic (RACM);
2. Trade of Plumber

2. Ozone Depleting Substances and Other Halocarbons Regulation (MR 103/94),

1. A Certified Trained Service Technician (in good standing) as defined under Section 20 of the Regulation

3. The Power Engineers Act

1. Power Engineer

4. The Electricians' Licence Act Journeyman Electrician ('H' HC, HI, Licence);

1. Master Electrician ('H' HC, HI, Licence);
2. Refrigeration (M-G Licence) wherein;

The licence holder is permitted to do electrical work involved in:

1. The maintenance and repair of all refrigeration units;
2. The installation of circuit wiring for refrigeration units, providing the circuit does not exceed 30 amperes, 150 volts to ground and limited to the connection to an existing panel board in a single dwelling;
3. In other than single dwellings, the connection to a junction box or disconnect switch located in the vicinity of the refrigeration unit.

3. Gas or Oil Installers' License with appropriate Electrical Endorsement wherein;

The license holder is permitted to do electrical work involved in:

1. The maintenance and repair of gas or oil burning equipment;
2. The connection to a junction box or disconnect switch located in the vicinity of the oil or gas burning equipment.
  
4. Power Engineers holding a First, Second or Third Class Power Engineer Certificate;
  1. Under the Manitoba Power Engineers Act may perform work limited to the repair and maintenance of existing electrical equipment in the premises where he or she is employed as an operating engineer.
  
5. The Apprenticeship and Certification Act
  1. An Apprentice as defined by the act, engaged in an apprenticeship program and under the direct and appropriate supervision of a Journeyman RACM, Journeyman Plumber, a Power Engineer or a Journeyman Electrician or Master Electrician.
  
6. Safety Certifications
  1. Fall Arrest Certification
  2. Confined Space Certification

## 2.2 Codes, Standards and Regulations

1. The Offeror shall conform to the latest edition of Codes, Standards, Acts and Regulations applicable at the time of entering into the Offer as follows:
  1. National Building Code
  2. National Fire Code of Canada
  3. National Plumbing Code
  4. Canadian Electrical Code, Part I, CSA 22.2-2012
  5. Canadian Environmental Protection Act
  6. Federal Halocarbon Regulations (SOR/2003-289),
  7. Ozone Depleting Substances and Other Halocarbons Regulation (MR 103/94)
  8. Trades Designation Regulation (MR 263/88)
  9. Steam and Pressure Plants Regulation (MR 108/87)
  10. Power Engineers Regulation (MR 40/92)
  11. Trade of Refrigeration and Air Conditioning Mechanic Regulation (MR 229/97)
  12. CAN/CSA B149.1 Natural Gas and Propane Installation Code
  13. CAN/CSA B149.2 Propane Storage and Handling Code

14. The Canada Labour Code

15. The Canada Occupational Health and Safety Regulations

16. All other Territorial and Municipal Acts, Codes, By-laws and regulations appropriate to the area of concern, including:

1. Canadian Construction and Labour Safety Codes;
2. Provincial Government Workers' Compensation Board.

1.7 All other standards and guidelines appropriate to the area of concern, including:

1. Canadian Standards Association,
2. Underwriters' Laboratories of Canada (ULC),
3. Air Conditioning, Heating and Refrigeration Institute, (AHRI)

2. Where concurrent regulations exist, the most stringent set of regulations shall apply.

### 3. **Regular Working Hours**

The Offeror shall perform all work during the regular working hours (**07:30** hours to **16:00** hours) of the regular working days (Monday to Friday excluding legal holidays) unless otherwise authorized by the Project Authority in the Call-up.

### 4. **Work Place Safety**

a) The Offeror will be responsible to take all necessary steps to protect personnel (workers, visitors, general public) and property from any harm during the course of the contract.

b) The Offeror must:

- have an established and current safety program in force for all employees who will do work under this requirement;
- have complied with all applicable Workers Compensation Board and Safety Programs;
- complete task/requirement specific safety plans and brief that employees that will be on site.
- provide their own supervision for safety aspects of the project;

c) If the Project Authority observes that the work is being performed in a manner that is contrary to the applicable safety legislation.

- The Project Authority will identify the hazard to the Offeror's responsible person, who is identified in their safety plan.
- No compensation will be paid to the Offeror for work stoppages due to their personnel's unsafe work practices.

#### 4.1 **Common Medium to High Risk Hazards**

Following is list of most commonly occurring hazards, but is not all inclusive. The Offeror must identify all known hazards and communicate them in writing to their employees and other effected people before work commences. Under no circumstances will work proceed without an approved task specific safety plan on a project with the following hazards:

1. Excavation - Extreme care and planning for all excavations (manual and machine) before commencing.
2. Exposures to high voltage / arc flash - many of Canada's facilities operate their own electrical distribution system which is a combination of above and below ground high voltage power distribution.

Extreme care and planning must be completed not only when working directly on, or near, electrical equipment but when completing tasks that may cause planned or unplanned exposure to live electrical systems.

3. Working at heights - Canada maintains various types of structures such as buildings, towers, manholes, and training facilities that require persons to be at risk of falling.

Extreme care and planning must be completed on all work where there is risk of a fall. This must include not only elevated work but work at ground level (such as over a manhole or on a bridge).

4. Working in confined space - Canada has many different types of confined spaces.

Extreme care and planning must be completed on all projects where there is risk associated with entering a confined space. The Offeror must comply with Canada's confined space access policy including entry permit process.

5. Hot work - Canada's facilities require a hot work permit for all activities listed in their hot work permit process. Hot work permits are issued by the Project Authority.

Extreme care and planning must be completed on all projects where there is risk of personal injury or fire due to hot work.

Many of Canada's facilities use a high pressure and low pressure steam for central heating purposes.

Extreme care and planning must be completed on all projects where there is risk of working on steam lines or coming in close proximity.

6. Working with chemicals - Many projects require the use of chemicals to complete them.

Extreme care and planning must be completed on all projects where there is risk associated with the use of chemicals. Material Safety Data Sheets must be maintained on site for all chemicals.

In addition to the safety issues to persons, care must be taken with regards to the chemical reaction with the surfaces it will come in contact with. Under no circumstances will Offeror's chemicals be disposed of in any location or system on Canada's property.

7. Traffic control - In many facilities, Canada maintains its own road system and emergency services responders.

Under no circumstances shall the Offeror close or inhibit traffic without the appropriate approvals. This allows emergency service responders to adjust routes for emergency responses.

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In addition to the road networks, Canada has many high traffic parking areas and institution vehicle areas.

Extreme care and planning must be completed on all projects where there is risk associated with traffic coming in contact with the Offeror's employees.

8. Exposure to pressure vessels – many of Canada's facilities contain regulated pressure vessels in areas such as heating systems, boilers and ice making plants.

Extreme care and planning must be completed on all projects where there is risk associated with planned or close proximity work on pressure vessels.

9. Requirement to lock out potential energy sources – Canada's facilities contain many potential electrical and mechanical energy sources.

It is critical that the Offeror investigate all potential energy sources for each project and ensures they have a process for lock out in place.

Extreme care and planning must be used on all projects where there is risk associated with electro-mechanical energy sources. Turning off a device without locking it out is unacceptable.

10. Other – at the time of work, if there are other hazards, the Project Authority and the Offeror will agree on what they are and ensure the hazard is covered in the work site specific safety plan.

## **5. Technical Requirements**

### **5.1 Administration**

1. Site Access

All Offeror's personnel will register with the designated Desk on entering and leaving the premises. The Front Desk Commissionaire's telephone number will be provided. Time of arrival and time of departure must be noted on all work slips.

2. Regular On-Site Service Call-ups

The Offeror will provide regular on-site service with a twenty four (24) hour response time, or otherwise, the next regular working day (Monday to Friday excluding legal holidays), unless otherwise authorized by the Project Authority in the Call-up.

3. Emergency On-Site Service Call-ups

The Offeror will provide emergency on-site service with a four (4) hour response time and a seven (7) day twenty four (24) hour emergency response telephone line.

4. Power and Services Disruptions

The Offeror will execute the work with minimum disturbance to the occupants, public and normal use of the building.

1. Protect and maintain existing active services;
2. Any connection to existing services are to be made with minimum disturbance to occupants and building operation;

3. Any shutdown to execute service or repair must first be approved by the Project Authority or his designate.

## **5.2 Materials**

1. The Offeror will repair or replace all components using genuine replacement parts or equivalent.
2. Genuine replacement parts or equivalent parts must be Canadian Underwriters Laboratories of Canada (ULC) approved and/or Canadian Standard Association (CSA) Certified as required;
3. If, in any emergency, the Offeror installs parts other than those specified, he shall replace them with specified parts or equal, before claiming payment.
4. Should any replacement installed by the Offeror prove defective during the Standing Offer Agreement or warranty period, they shall be replaced at no cost to Canada for materials or labour.
5. The Offeror will maintain a stock of good quality generic minor replacement parts in the service vehicle in sufficient quantity to ensure the serviceability of the units and equipment. The Offeror will not charge time used to pick-up parts not stocked on the service vehicle.

## **5.3 Work**

Work covered in this requirement includes, but is not necessarily confined to the following:

1. Services of a fully qualified Tradesperson, or supervised apprentice to perform maintenance, alterations and installations related to various types of existing and new HVAC systems, including boiler and chiller systems.
2. The Offeror will at his own cost, remove and dispose of debris, used and obsolete material on a daily basis. Disposal will be conducted in adherence to all Federal, Provincial and Municipal legislation. The Offeror shall clean and tidy up work site daily (within the call up period). All empty containers, discarded materials and the like shall be removed from the site at the completion of each day's work. This debris shall not be placed in the occupant's garbage cans located inside or out, but will be disposed of offsite by the Offeror. On completion of the job, the site shall be left clean and tidy.

## **5.4 Work excluded**

This Standing Offer does not include any other construction service work that is included on other standing offers or supply arrangements issued by the Government of Canada.

## **5.5 Call-up Material Estimates**

All price estimates must list the quantity, type of work, and associated unit price along with itemized priced material lists as stated in the Basis of Pricing. Lot prices will not be accepted for estimates.

The value on individual call ups must not be exceeded. If it appears that the call-up value will be exceeded, the Offeror must stop work and inform the Project Authority that an amendment to the call up instrument is required. The Offeror must not commence work until they receive the call up amendment.

## ANNEX B

### BASIS OF PAYMENT

It is **MANDATORY** that Offeror submit firm, all inclusive prices/rates for the period of the proposed Offer.

### **THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE OFFEROR'S FINANCIAL PROPOSAL.**

Offerors must provide offers as per unit of issue requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

Should there be an error in the extended pricing of the bid, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the bid will be changed to reflect the quantities stated in the RFSO. The quantities specified below estimated and are provided for evaluation purposes only.

Rates quoted must remain firm for the period of the Offer. Rates **MUST** include ALL costs associated with providing the service in accordance with the Statement of Work, Annex A attached herein. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice.

Payment will be made in accordance with the following pricing.

\* The Extended Price for materials is calculated by adding the mark-up quoted to the total estimated expenditure. Example: Year 1, \$10,000.00 estimated expenditure; 5% mark-up quoted =

$\$10,000.00 \times 5\% = \$10,500.00$

Parts will be supplied FOB Destination including all delivery charges. The following definitions have been used to arrive at the figures noted:

i) **MARK-UP** - The difference between the Offeror's laid-down cost for product and resale price to the Crown. Mark-up includes applicable internal cost allocation by the Offeror such as material handling and general and administrative (G&A) expenses plus profit.

ii) **LAID-DOWN COST** - The cost incurred by a vendor to acquire a specific product or service for resale to the government. This includes but is not limited to the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage.







Solicitation No. - N° de l'invitation  
ET025-150914/A  
Client Ref. No. - N° de réf. du client  
PWGSC-ET025-150914

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-4-37122

Buyer ID - Id de l'acheteur  
wpg010  
CCC No./N° CCC - FMS No./N° VME

**ANNEX C**

**STANDING OFFER REPORTING**

Return to:

ATTN.: Christie Maki  
Public Works and Government Services Canada Acquisitions Branch  
Facsimile: (204) 983-7796  
Telephone: (204) 984-1083  
Email: [christie.maki@pwgsc-tpsgc.gc.ca](mailto:christie.maki@pwgsc-tpsgc.gc.ca)

**Quarterly Usage Report Schedule:**

1st quarter: August 1 to October 31;  
2nd quarter: November 1 to January 31;  
3rd quarter: February 1 to April 30.  
4th quarter: May 1 to July 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: \_\_\_\_\_

## ANNEX D

### INSURANCE REQUIREMENTS

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