



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**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

**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

Title - Sujet Fire Extinguisher Servicing	
Solicitation No. - N° de l'invitation W168A-15R002/A	Date 2016-05-13
Client Reference No. - N° de référence du client W168A-15R002	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-206-10767
File No. - N° de dossier EDM-5-38248 (206)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-06-27	
Time Zone Fuseau horaire Mountain Daylight Saving Time MDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Brent Peters	Buyer Id - Id de l'acheteur edm206
Telephone No. - N° de téléphone (780)235-8279 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE SUPPLY SECTION BLDG 593 DENWOOD Alberta TOB1B0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

**SERVICE OF FIRE SUPPRESSION EQUIPMENT
DND – CFB/ASU WAINWRIGHT, DENWOOD, ALBERTA,
4 WING COLD LAKE, COLD LAKE, ALBERTA**

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	3
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS.....	4
2.3 FORMER PUBLIC SERVANT	4
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.5 APPLICABLE LAWS.....	6
PART 3 - OFFER PREPARATION INSTRUCTIONS	6
3.1. OFFER PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	8
5.2 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	8
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	8
A. STANDING OFFER	8
6.1 OFFER	8
6.2 SECURITY REQUIREMENTS	9
6.3 STANDARD CLAUSES AND CONDITIONS	9
6.4 TERM OF STANDING OFFER	9
6.5. AUTHORITIES.....	9
6.6 PROACTIVE DISCLOSURE OF CONTRACT WITH FORMER PUBLIC SERVANTS	10
6.7 IDENTIFIED USERS.....	10
6.8 CALL-UP INSTRUMENT	10
6.9 LIMITATION OF CALL-UPS	10
6.10 FINANCIAL LIMITATION	11
6.11 PRIORITY OF DOCUMENTS	11
6.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	11
6.13 APPLICABLE LAWS.....	11
6.14 SACC MANUAL CLAUSES.....	11
B. RESULTING CONTRACT CLAUSES	12
6.1 STATEMENT OF WORK.....	12
6.2 STANDARD CLAUSES AND CONDITIONS	12
6.3 TERM OF CONTRACT.....	12

6.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	12
6.5	PAYMENT.....	12
6.6	INVOICING INSTRUCTIONS	13
6.7	SACC <i>MANUAL</i> CLAUSES.....	13
ANNEX A	14
	STATEMENT OF WORK.....	14
ANNEX B	15
	BASIS OF PAYMENT.....	15
ANNEX C	19
	ELECTRONIC PAYMENT INSTRUMENTS	19
ANNEX D	20
	STANDING OFFER USAGE REPORT	20

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 and Additional Information: includes the certifications and additional information 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, the Electronic Payment Instruments, and Standing Offer Usage Report.

1.2 Summary

- 1.2.1** Regional Individual Standing Offer (RISO) for the supply of all labour, materials, tools, equipment, transportation and supervision necessary to perform inspections, tests, repairs and to recharge fire suppression equipment for the Department of National Defence, Canadian Forces Base/Area Support Unit (CFB/ASU) Wainwright, Denwood, Alberta and for 4 Wing Cold Lake, Cold Lake, Alberta, as requested, in accordance with the terms and conditions outlined herein.

The Standing Offer is requested for a period of three (3) years from the date of offer issuance.

- 1.2.2** 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>) 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 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates
M1004T (2016-01-28), Condition of Material - Offer

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 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 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

3.1. Offer Preparation Instructions

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

Section I: Financial Offer (one hard copy)

Section II: Certifications (one 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) (<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: 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 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C Electronic Payment Instruments, to identify which ones are accepted.

If Annex C Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information 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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Financial Evaluation

In Annex B, Basis of Payment, for each year the firm unit prices quoted for Items 1a to 5e will be multiplied by the estimated annual usages shown. For each year, the mark-up quoted in Item 5f will be applied to \$1,000.00. The resulting amount will be added together to obtain a total evaluated price.

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection

An offer must comply with all of the requirements of the Request for Standing Offers to be declared responsive. The responsive Offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy, the Offeror must provide with its offer, the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy, the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 available at the bottom of the page of the 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

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 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* issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 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 D. 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.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of offer issuance to _____. *(to be completed upon offer award)*

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Brent Peters
Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region

ATB Place, North Tower
5th Floor – 10025 Jasper Avenue
Edmonton, AB T5J 1S6
Telephone: 780-235-8279
Facsimile: 780-497-3510
E-mail address: Brent.Peters@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.

6.5.2 Project Authority (will be inserted at contract award)

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

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

6.5.3 Offeror's Representative (should be completed by Offeror at time of offer)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

6.6 Proactive Disclosure of Contract 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.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND), Canadian Forces Base/Area Support Unit (CFB/ASU) Wainwright, Denwood, Alberta, and DND 4 Wing Cold Lake, Cold Lake, Alberta.

6.8 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.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 40,000.00 (Applicable Taxes included).

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ _____ (Applicable Taxes excluded) *(to be determined at offer award)* 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 2 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.

6.11 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex D, Standing Offer Usage Report
- h) the Offeror's offer dated _____ *(insert date of offer)*

6.12 Certifications and Additional Information

6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

6.13 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 _____. *(to be completed prior to offer award)*

6.14 SACC Manual Clauses

M3800C (2006-08-15), Estimates
M3000C (2006-08-15), Price Lists

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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010C (2016-04-04) General Conditions – Services (Medium Complexity) will not apply to payments made by credit cards. (*if applicable*)

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.4 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.

6.5 Payment

6.5.1 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 as indicated in the call-up document. Customs duties are included and Goods and Services Tax is extra, if applicable.

6.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed the amount indicated in the call-up document. 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.

6.5.3 **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 (*if applicable*)
C5201C (2008-05-12), Prepaid Transportation Costs
H1000C (2008-05-12), Single Payment

6.5.4 **Electronic Payment of Invoices – Call-up** (*if applicable*)

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.6 **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.
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.

6.7 **SACC Manual Clauses**

G1005C (2016-01-28), Insurance – No Specific Requirement
A9062C (2011-05-16), Canadian Forces Site Regulations
A2001C (2006-06-16), Foreign Nationals (Foreign Contractor) (*if applicable*)

ANNEX A STATEMENT OF WORK

Requirement

For the supply of all labour, materials, tools, equipment, transportation, and supervision necessary to conduct inspections, tests, repairs, recharging, and maintenance for fire suppression equipment for the Department of National Defence (DND), Canadian Forces Base/Area Support Unit (CFB/ASU) Wainwright, Denwood, Alberta, and the Department of National Defence (DND), 4 Wing Cold Lake, Cold Lake, Alberta, as required.

Fire Extinguishers

The Contractor shall:

- Inspect all fire extinguishers as per NFPA-10, (latest version).
- Perform all service work on fire extinguishers and cylinders as per NFPA-10, (latest version), in conjunction with manufactures specifications.
- Conduct hydrostatic tests on all fire extinguishers and cylinders as per NFPA-10, (latest version), and all current Transport Canada & CGA regulations.

Breathing Apparatus

The Contractor shall:

- Conduct hydrostatic tests as indicated by the date on the cylinder;
- Recharge/refill, as required;
- Permanently mark (other than by stamping) the hooped wrapped or fully wrapped composite cylinders on the epoxy coating on the side, near the end of the cylinder that contains the valve outlet, as per CSA 10.7.2.

Service Levels

Time frame(s) for commencement and completion of the work other than breathing apparatus cylinders shall be five (5) working days of receipt by the Contractor unless otherwise specified on form PWGSC Form 942 "Call-up Against a Standing Offer".

Breathing apparatus cylinders are to be returned to DND within ten (10) working days of receipt by the Contractor.

Contractor's Facility

1. The Contractor's facility for servicing the equipment must be located within a 400 kilometer radius of the Department of National Defence, Cold Lake, Alberta and within 300 kilometers of the Department of National Defence, Denwood, Alberta, to minimize transportation costs.

Transportation Charges

1. Transportation charges are not included in the rates for servicing fire suppression equipment. Units will be shipped to the Contractor's facility, prepaid by the Consignee.
2. After the work has been completed, units will be shipped back to the Consignee prepaid by the Contractor and charged back to the Consignee supported by a transportation invoice as arranged by Consignee.

Packing Slips

All shipments are to include packing slips with reference to the Call-up number and Standing Offer number.

**ANNEX B
BASIS OF PAYMENT**

- All prices quoted are to include all standard costs for the inspections, recertifications, testing, recharging, and maintenance and are to remain firm for the period of the Standing Offer.
- Shipping is not to be included in the prices shown but will be prepaid and charged back as specified in Annex "A", Statement of Work.
- GST is not to be included in the unit prices quoted but will be added to any invoice issued against the Standing Offer.
- Prices must be quoted for all line items.
- A percentage mark-up on parts and materials must be provided otherwise it will be taken as zero.
- Estimated usages are for evaluation purposes only; actual usage may vary from these amounts.
- Verification of Contractor's laid-down cost to be provided to the Project Authority.

Item	Description	Estimated Annual Usage (W=Wainwright) (CL=Cold Lake)	Firm Unit Price		
			Year 1 (Est.) 2016/07/01- 2017/06/30	Year 2 (Est.) 2017/07/01- 2018/06/30	Year 3 (Est.) 2018/07/01- 2019/06/30
1.	Recertification				
a)	Inspection and Recertification of Portable Fire Extinguisher, including certification tag and tamper seal.	400 each (400-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
b)	Surcharge for weatherproof tag and UV proof tag.	600 each (600-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
2.	Maintenance				
a)	Cartridge Operated Annual Maintenance. One year tear down on 5 lb. - 30 lb. Cartridge Operated Dry Chemical Portable Extinguisher.	350 each (350-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
b)	6 Year Maintenance. 6 year tear down on 2.5 lb. - 30 lb. Stored Pressure Dry Chemical Portable Extinguisher.	250 each (250-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
c)	Hydro-Static Pressure Test - Stored Pressure Fire Extinguisher required every 12 years.	250 each (0-W 250-CL)	\$_____/ea	\$_____/ea	\$_____/ea
d)	Hydro-Static Pressure Test - Cartridge Operated Fire Extinguisher required every 12 years.	300 each (0-W 300-CL)	\$_____/ea	\$_____/ea	\$_____/ea

e)	Hydro-Static Pressure Test - 2-1/2 Gallon Water or Wet Chemical Fire Extinguisher required every 5 years.	60 each (0-W 60-CL)	\$_____/ea	\$_____/ea	\$_____/ea
f)	Hydro-Static Pressure Test - High Pressure. Hydro test for CO2 portable extinguishers up to 20 lbs.	180 each (0-W 180-CL)	\$_____/ea	\$_____/ea	\$_____/ea
g)	Conductivity Test. Annual test on the hose of any CO2 extinguisher larger than 5 lbs.	180 each (180-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
h)	Wheeled Unit Annual Maintenance.	37 each (37-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
i)	Hydro-Static Pressure Test - 150 lb. wheeled unit	12 each 0-W 12-CL)	\$_____/ea	\$_____/ea	\$_____/ea
j)	Hydro-Static Pressure Test - Nitrogen Cylinder 23 cu ft.	5 each (0-W 5-CL)	\$_____/ea	\$_____/ea	\$_____/ea
k)	Hydro-Static Pressure Test - Nitrogen Cylinder 55 cu ft.	40 each (40-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
l)	Hydro-Static Pressure Test - Nitrogen Cylinder 110 cu ft.	9 each (9-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
m)	Hydro-Static Pressure Test - Nitrogen Cylinder 220 cu ft.	14 each (0-W 14-CL)	\$_____/ea	\$_____/ea	\$_____/ea
n)	Hydro-Static Pressure Test - Nitrogen Cylinder 400 cu ft.	12 each (0-W 12-CL)	\$_____/ea	\$_____/ea	\$_____/ea
o)	Hydro-Static Pressure Test - Breathing Air Low Pressure (2215)	14 each (14-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
p)	Hydro-Static Pressure Test - Breathing Air High Pressure (4500)	31 each (0-W 31-CL)	\$_____/ea	\$_____/ea	\$_____/ea
3.	Recharging				
a)	2.5 lb. or 5 lb. Dry Chemical	200 each (200-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
b)	10 lb. Dry Chemical	100 each (100-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
c)	20 lb. Dry Chemical	500 each (500-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea

d)	30 lb. Dry Chemical	75 each (75-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
e)	5 lb. CO2	40 each (0-W 40-CL)	\$_____/ea	\$_____/ea	\$_____/ea
f)	10 lb. CO2	30 each (0-W 30-CL)	\$_____/ea	\$_____/ea	\$_____/ea
g)	15 lb. CO2	140 each (0-W 140-CL)	\$_____/ea	\$_____/ea	\$_____/ea
h)	20 lb. CO2	60 each (60-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
i)	2.5 Gal (9L) Pressurized Water	100 each (100-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
j)	2.5 Gal (9L) AFFF	1 each (1-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
k)	-40C Freeze Protection for PW or AFFF	1 each (1-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
l)	6L K-class	35 each (35-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
m)	Cartridge CO2/N2	500 each (400-W 100-CL)	\$_____/ea	\$_____/ea	\$_____/ea
n)	Nitrogen Cylinder 23 cu. ft.	5 each (0-W 5-CL)	\$_____/ea	\$_____/ea	\$_____/ea
o)	Nitrogen Cylinder 55 cu. ft.	37 each (37-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
p)	Nitrogen Cylinder 110 cu. ft.	225 each (225-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
q)	Nitrogen Cylinder 220 cu. ft.	14 each 5-W 9-CL)	\$_____/ea	\$_____/ea	\$_____/ea
r)	Nitrogen Cylinder 400 cu. ft.	12 each (0-W 12-CL)	\$_____/ea	\$_____/ea	\$_____/ea
s)	150 lb. Wheeled Unit	16 each (16-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
t)	Breathing Air Low Pressure (2216)	2 each (2-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea

u)	Breathing Air High Pressure (4500)	1 each (1-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
4.	Labour , for repairs, excessive cleaning, and other services which is extra to the standard maintenance items above.	150 hours	\$_____/hr.	\$_____/hr.	\$_____/hr.
5.	Parts				
a)	Valve Stem	250 each (250-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
b)	Pull Pin	600 each (600-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
c)	Pressure Gauge	350 each (350-W 0-CL)	\$_____/ea	\$_____/ea	\$_____/ea
d)	ABC Dry Chemical per lb., if required.	250 pounds (250-W 0-CL)	\$_____/lb.	\$_____/lb.	\$_____/lb.
e)	PK Dry Chemical per lb., if required.	1 pound (1-W 0-CL)	\$_____/lb.	\$_____/lb.	\$_____/lb.
f)	Mark-up % on Contractor's laid-down cost for miscellaneous parts and materials	\$1,000.00	____%	____%	____%

ANNEX C
ELECTRONIC PAYMENT INSTRUMENTS
(Offeror to complete as applicable)

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only)

**ANNEX D
STANDING OFFER USAGE REPORT**

Quarterly Usage Report Schedule:

Period:	Report Due:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

Supplier Name	Standing Offer Name
Standing Offer Number	Reporting Period
Standing Offer Authority	Brent Peters

Call-up Number	Dollar Value (Taxes 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: During the above reporting period there have been no call-ups issued against this Standing Offer ().

PREPARED BY:	
NAME	
TELEPHONE NUMBER	
SIGNATURE	
DATE	

Send Report to: PWGSC.WRPAEDM-ROAAEDM.TPSGC@pwgsc-tpsgc.gc.ca or fax to: (780) 497-3510.