

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

## 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  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> HVAC Supplies - Ontario Region	
<b>Solicitation No. - N° de l'invitation</b> E6TOR-18RM03/A	<b>Date</b> 2018-07-12
<b>Client Reference No. - N° de référence du client</b> E6TOR-18RM03	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-031-7564
<b>File No. - N° de dossier</b> TOR-8-41042 (031)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-08-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Schmidt, Jeff	<b>Buyer Id - Id de l'acheteur</b> tor031
<b>Telephone No. - N° de téléphone</b> (905)615-2058 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA various locations Mississauga Ontario L5B2N5 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>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS.....	4
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS.....	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	5
2.4 APPLICABLE LAWS.....	5
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 OFFER PREPARATION INSTRUCTIONS .....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES .....	8
4.2 BASIS OF SELECTION .....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION 10	
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>11</b>
<b>A. STANDING OFFER.....</b>	<b>11</b>
6.1 OFFER .....	11
6.2 SECURITY REQUIREMENTS .....	11
6.3 STANDARD CLAUSES AND CONDITIONS.....	11
6.4 TERM OF STANDING OFFER .....	11
6.5 AUTHORITIES .....	12
6.6 IDENTIFIED USERS.....	12
6.7 CALL-UP INSTRUMENT.....	13
6.8 LIMITATION OF CALL-UPS .....	13
6.9 PRIORITY OF DOCUMENTS .....	13
6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	14
6.11 APPLICABLE LAWS.....	14
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
6.1 STATEMENT OF WORK .....	14
6.2 STANDARD CLAUSES AND CONDITIONS.....	14
6.3 TERM OF CONTRACT .....	14
6.4 PAYMENT .....	14
6.5 INVOICING INSTRUCTIONS .....	15
6.6 INSURANCE REQUIREMENTS .....	16
6.7 SACC <i>MANUAL</i> CLAUSES.....	16
<b>ANNEX "A" .....</b>	<b>17</b>
REQUIREMENT .....	17
<b>ANNEX "B" .....</b>	<b>19</b>

Solicitation No. - N° de l'invitation  
E6TOR-18RM03/A  
Client Ref. No. - N° de réf. du client  
E6TOR-18RM03

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-8-41042

Buyer ID - Id de l'acheteur  
tor031  
CCC No./N° CCC - FMS No./N° VME

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BASIS OF PAYMENT .....	19
<b>ANNEX "C" .....</b>	<b>22</b>
STANDING OFFER REPORTING .....	22
<b>ANNEX "1" TO PART 3 OF THE REQUEST FOR STANDING OFFERS .....</b>	<b>23</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	23
<b>ANNEX "D" .....</b>	<b>24</b>
LOCATIONS OF SUPPLY .....	24
<b>ANNEX "E" .....</b>	<b>25</b>
ADDITIONAL CERTIFICATIONS .....	25

## **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; and   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:   |
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

### **1.2 Summary**

- (i) This Request for Standing Offer (RFSO) is for the supply and delivery, on an as and when requested basis, of HVAC supplies including refrigeration, cooling, heating, air filters, belts and bearings, listed in the Allpriser Silver Price Guide (Ontario Edition) for HVAC supplies to authorised Federal Government Departments, Crown Corporations and Agencies in the Ontario Region, excluding the National Capital Region.
- (ii) The proposed period of the Regional Master Standing Offer (RMSO) is from 1 October 2018 - 30 September 2019 with 2, 1 year extension periods.
- (iii) 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- (v) This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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### 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](#) (2018-05-22) 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

### **2.2 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 in the RFSO.

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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.

### **2.4 Applicable Laws**

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

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (one (1) hard copy)  
Section II: Financial Offer (one (1) hard copy)  
Section III: Certifications (one (1) hard copy)  
Section IV: Additional Information (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

#### Section I: Technical Offer

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

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment.

### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" 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 Payment 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.

## **Section IV: Additional Information**

Board of Directors  
Procurement Business Number



## 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

1. Offerors must be capable of supplying the goods and services to the supply locations listed in Section 7, Locations of Supply of Annex A, Requirement. Offerors must complete Annex D, Locations of Supply and include the required information for each location with their bid at the date and time of bid closing;
2. Offerors must provide a letter from two (2) manufacturers listed in the current Allpriser (Silver) HVAC Price Guide (Ontario Edition), indicating that your company is an authorized distributor or wholesaler of the manufacturer for at least three (3) years from the date of bid closing.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price;

##### 4.1.2.2 The Offeror must submit pricing in accordance with Annex B, Basis of Payment, with their offer at bid closing;

##### 4.1.2.3 The Offeror must provide a firm Percentage Discount for all items A-ZZ listed in Annex B, Basis of Payment for the Firm and Extension Periods. The Estimated Expenditure will be reduced by the Percentage Discount offered for each item to determine the Evaluated Category Price. \*See example below:

\*Evaluated Category Price Example: Item A, Gas Furnaces & Heaters, \$103,500.00 Estimated Expenditure with an offered discount of 15%. Estimated Expenditure reduced by discount:  
 $\$113,850.00 - 15\% = \$96,772.50$ .

##### 4.1.2.4 For Item 2, Miscellaneous HVAC supplies, the Evaluated Category Price will be calculated by the Estimated Expenditure plus the Percentage Mark-up. \*See example below:

\*Percentage Mark-up Example: Estimated Annual Spend, \$252,000.00 + 20% Percentage Mark-up (\$50,400.00) = \$302,400.00.

##### 4.1.2.5 The Total Evaluated Price used in the evaluation will be the aggregate total of the Evaluated Category Price in Sections 1 and 2 in Annex B, Basis of Payment for the Firm and Extension Periods.

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Mandatory Technical Criteria Only

Solicitation No. - N° de l'invitation

E6TOR-18RM03/A

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

E6TOR-18RM03

Amd. No. - N° de la modif.

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TOR-8-41042

Buyer ID - Id de l'acheteur

tor031

CCC No./N° CCC - FMS No./N° VME

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*SACC Manual* Clause M0031T (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

## 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the 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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), 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](https://www.canada.ca/en/employment-social-development/canada-labour-s) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

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## 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](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.

##### 6.3.1 General Conditions

[2005](#) (2017-06-21) 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 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: October 1 to December 31;  
2nd quarter: January 1 to March 31;  
3rd quarter: April 1 to June 30;  
4th quarter: July 1 to September 30.

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 1 October 2018 to 30 September 2019.

##### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2, 1-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Jeff Schmidt  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 33 City Centre Dr, Suite 480C  
Mississauga, ON L5B 2N5

Telephone: 905-615-2058

E-mail address: [jeff.schmidt@pwgsc-tpsgc.gc.ca](mailto:jeff.schmidt@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**

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**

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

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 Identified Users**

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

## 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$85,000.00 (Applicable Taxes included).

Any call-up to be issued in excess of that limit must be authorized by the Contracting Authority prior to issuance.

## 6.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Reporting;
- h) the Offeror's offer dated \_\_\_\_\_

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## **6.10 Certifications and Additional Information**

### **6.10.1 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.

### **6.11 Applicable Laws**

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

## **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 provide the items detailed in the call-up against the Standing Offer.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2010C (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on overdue accounts, of 2010C (2018-06-21) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The Work is to be performed during the period of 1 October 2018 to September 30, 2019.

### **6.4 Payment**

#### **6.4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

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

#### **6.4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed the Call-up. 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% committed, or
  - b. four 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.

#### **6.4.3 Single Payment**

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

#### **6.4.4 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.5 Invoicing Instructions**

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

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) The invoice must identify the call-up number;
- c) The invoice must identify the consignee address where the goods were delivered;
- d) The invoice must include the quantity and Firm Case Price for each item ordered.

- 6.5.2 Invoices must be distributed as follows:

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



b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.6 Insurance Requirements**

G1005C (2016-01-28) Insurance – No Specific Requirement

## **6.7 SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations

B7500C (2006-06-16) Excess Goods

B1505C (2006-01-28) Shipment of Hazardous Materials (where applicable)

B1501C (2018-06-21) Electrical Equipment

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**ANNEX "A"**  
**REQUIREMENT**

**1. Scope of Work**

For the supply and delivery of HVAC parts, including refrigeration, cooling, heating, air filters, belts and bearings which are listed in the " (silver) HVAC Price Guide (Ontario Edition, to various Federal Government Departments and Agencies within the Ontario Region, excluding the National Capital Area on an " and when requested" basis.

**2. Offeror Service:**

Offeror must be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail. Offeror must be open for business Monday to Friday from 8:00 a.m. to 5:00 p.m. Local time (except for Statutory Holidays). Offeror must provide a bilingual customer service representative for bilingual designated areas within Eastern and Northern Ontario regions.

**3. Delivery Response time - Urgent Orders:**

Offeror must be able to deliver the goods/services within 24 hours from receipt of a call-up for urgent orders.

**4. Ordered Products:**

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

**5. Call-up - Small Quantity Orders:**

During the period of the Standing Offer, Call-ups for small quantity orders may be made against the Standing Offer by the client departments to fill several delivery points within their facility. The call-up document will indicate any special delivery instructions.

**6. Regulations**

- i. Goods being purchased must comply with Federal Halocarbon Regulations 2003
- ii. The importer of HVAC supplies must comply with Ozone Depleting Substances Regulations.

**7. Locations of Supply**

Offerors must be capable of supplying the goods/services to the following Supply Locations.

Offerors must provide the address, telephone, e-mail address and facsimile numbers as well as contact names for all supply locations.

Offerors should indicate below any other supply locations within the Ontario Region, excluding the National Capital Area.

**Note:** Public Services and Procurement Canada will insert any additional locations provided by the bidder as identified in Annex D, Locations of Supply. This wording will be removed at standing offer award.

Location	Address	Contact Name	E-mail Address	Telephone Number
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Solicitation No. - N° de l'invitation  
E6TOR-18RM03/A  
Client Ref. No. - N° de réf. du client  
E6TOR-18RM03

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-8-41042

Buyer ID - Id de l'acheteur  
tor031  
CCC No./N° CCC - FMS No./N° VME

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Kingston				
Downsview				
Petawawa				
Borden				
Trenton				
London				
North Bay				

Solicitation No. - N° de l'invitation E6TOR-18RM03/A	Amd. No. - N° de la modif. tor031	Buyer ID - Id de l'acheteur tor031
Client Ref. No. - N° de réf. du client E6TOR-18RM03	File No. - N° du dossier TOR-8-41042	CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

1. Allpriser Items

Prices will be based upon the most current Allpriser (Silver) HVAC Price Guide (Ontario Edition) at the time of call-up, less the discount specified below. FOB destination, transportation charges and customs duties included. Applicable Taxes are extra, if applicable

**NOTE:** *Upon award of the Standing Offer(s), all writing in italics will be removed in Annex B including the Estimated Yearly Spend, Evaluated Category Price and Evaluated Price columns below. The estimated quantities are used as a guideline for evaluation purposes and are not a guarantee of actual usage.*

All priser Section	Description	Year 1			Year 2			Year 3		
		Estimated Yearly Spend	Percentag e Discount	Evaluated Category Price	Estimated Yearly Spend	Percentage Discount	Evaluated Category Price	Estimated Yearly Spend	Percentage Discount	Evaluated Category Price
A	Gas Furnaces & Heaters	\$ 103,500.00	____%	\$ _____	\$ 113,850.00	____%	\$ _____	\$ 125,235.00	____%	\$ _____
B	Oil Furnaces & Heaters	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
D	Air Conditioning Units	\$ 42,300.00	____%	\$ _____	\$ 46,530.00	____%	\$ _____	\$ 51,183.00	____%	\$ _____
E	Blowers & Pulleys	\$ 19,800.00	____%	\$ _____	\$ 21,780.00	____%	\$ _____	\$ 23,958.00	____%	\$ _____
F	Exhaust Fans	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
G	Indoor Air Quality	\$ 40,500.00	____%	\$ _____	\$ 44,550.00	____%	\$ _____	\$ 49,005.00	____%	\$ _____
H	Controls	\$ 130,500.00	____%	\$ _____	\$ 143,550.00	____%	\$ _____	\$ 157,905.00	____%	\$ _____
I	Registers & Grills	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
J	Sheet Metal Fittings	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
K	Chimneys, Vents & Liners	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
L	Boilers & Radiation	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
M	Hydronic Specialties	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
N	Water Heaters & Storage Tanks	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
P	Pipe & Fittings	\$ 9,000.00	____%	\$ _____	\$ 9,900.00	____%	\$ _____	\$ 10,890.00	____%	\$ _____
Q	High Efficiency Vent Pipe & Fittings	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
R	Valves	\$ 4,500.00	____%	\$ _____	\$ 4,950.00	____%	\$ _____	\$ 5,445.00	____%	\$ _____
T	HVAC Motors & Electrical	\$ 14,400.00	____%	\$ _____	\$ 15,840.00	____%	\$ _____	\$ 17,424.00	____%	\$ _____
U	HVAC Repair Parts	\$ 468,000.00	____%	\$ _____	\$ 514,800.00	____%	\$ _____	\$ 566,280.00	____%	\$ _____
X	Refrigeration	\$ 153,000.00	____%	\$ _____	\$ 168,300.00	____%	\$ _____	\$ 185,130.00	____%	\$ _____
ZZ	Tools	\$ 64,800.00	____%	\$ _____	\$ 71,280.00	____%	\$ _____	\$ 78,408.00	____%	\$ _____
		Evaluated Price			Evaluated Price			Evaluated Price		
		\$ _____			\$ _____			\$ _____		

2. Miscellaneous HVAC Supplies:

Item No.	Description	Year 1			Year 2			Year 3		
		Estimated Yearly Spend	Percentage Mark-Up	Evaluated Category Price	Estimated Yearly Spend	Percentage Mark-Up	Evaluated Category Price	Estimated Yearly Spend	Percentage Mark-Up	Evaluated Category Price
2.1	Miscellaneous HVAC related items and custom orders not listed in the Allpriser HVAC Price Guide will be the actual laid down cost, plus a mark-up  Offeror must submit with their invoice price support in the form of Manufacturer's published price list for the item.	\$ 252,000.00	____%	\$ _____	\$277,200.00	____%	\$ _____	\$304,920.00	____%	\$ _____
		Evaluated Price			Evaluated Price			Evaluated Price		
		\$ _____			\$ _____			\$ _____		

Evaluated Price Year 1 \$ \_\_\_\_\_

Evaluated Price Option 1, Year 2 \$ \_\_\_\_\_

Evaluated Price Option 2, Year 3 \$ \_\_\_\_\_

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## **ANNEX "C"**

### **STANDING OFFER REPORTING**

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

The report may be provided in a format created by the Contractor using system generated reports and must include the following information:

1. Allpriser Section;
2. Standing Offer number;
3. Report Period Dates;
4. Base Location of Order.

## **ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)



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**ANNEX "D"**

**LOCATIONS OF SUPPLY**

As required in the Mandatory Technical Criteria, offerors must provide the following details with their bid at bid closing. Should there be any additional locations identified after bid closing and prior to standing offer award, these will be included in Annex A, Requirement, Section 7, Locations of Supply.

Note: Offerors may use this form or a format of their own however, they must include the information below.

<b>Location</b>	<b>Address</b>	<b>Contact Name</b>	<b>E-mail Address</b>	<b>Telephone Number</b>
Kingston				
Downsview				
Petawawa				
Borden				
Trenton				
London				
North Bay				

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**ANNEX "E"**

**ADDITIONAL CERTIFICATIONS**

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

**1.1 Board of Directors**

In accordance with Section 1, Integrity Provisions – Offer, Offerors are required to provide a list of their Board of Directors before contract award. Offerors are requested to provide this information in their bid.

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

Director Name - \_\_\_\_\_ Position - \_\_\_\_\_

**1.2 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.