



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Government of Canada Building  
101 - 22nd Street East, Suite 110

Saskatoon  
Saskatchewan  
S7K 0E1

Bid Fax: (306) 975-5397

**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/Travaux  
publics et Services gouvernementaux Canada  
Harry Hays Building (HHB)  
Room 759, 220-4th Avenue SE  
Calgary  
Alberta  
T2G 4X3

<b>Title - Sujet</b> Fire Suppression Equipment Maint.	
<b>Solicitation No. - N° de l'invitation</b> W168A-19MK03/A	<b>Date</b> 2019-11-22
<b>Client Reference No. - N° de référence du client</b> W168A-19MK03	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$CAL-137-6992
<b>File No. - N° de dossier</b> CAL-9-42060 (137)	<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 2020-01-06</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Loi, Ngan	<b>Buyer Id - Id de l'acheteur</b> cal137
<b>Telephone No. - N° de téléphone</b> (403)973-2796 ( )	<b>FAX No. - N° de FAX</b> (306)975-5397
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 3 CDSB Garrison Wainright Denwood, AB T0B 1B0 and 4 Wing Cold Lake Cold Lake, AB T0A 0T0	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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W168A-19MK03/A  
Client Ref. No. - N° de réf. du client  
W168A-19MK03

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-9-42060

Buyer ID - Id de l'acheteur  
Cal137  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications 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 any other annexes

### **1.2 Summary**

- 1.2.1    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 on an "as required" basis for Department of National Defence (DND) - 3rd Canadian Division Support Base Detachment Wainwright (3 CDSB Det Wainwright) located in Denwood, Alberta and 4 Wing Cold Lake located at Cold Lake, Alberta.

The period of the Standing Offer is for three (3) years from Date of Issuance.

- 1.2.2    The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

### 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.

### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## 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](#) (2019-03-04), 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), Conditions of Material – Offer

## 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Bid Receiving Public Works and Government Services Canada  
Government of Canada Building  
101 – 22<sup>nd</sup> Street East, Suite 110  
Saskatoon, Saskatchewan S7K 0E1  
[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Facsimile number: **(306) 975-5397**

## 2.3 Former Public Servant – Competitive - Offer

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.

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### 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.

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## 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

- 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

- 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 Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (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:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) 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:

- 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.

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

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

If Annex "E" 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.

## **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**

Please see Annex "A" – Statement of Work.

#### 4.1.2 Financial Evaluation

**4.1.2.1** The evaluated price will be established using the following calculation:

For each line item, the firm unit price for each year will be added together and multiplied by their respective annual estimated usage.

The extended price for each line item will be added together to obtain the Total Evaluated Offer Price

[A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

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

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### 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 property 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/programs/employment-equity/federal-contractor-program.html#s4) 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.

## 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 Statement of Work 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: Standing Offer

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "D". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must 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:

first quarter: April 1 to June 30  
second quarter: July 1 to September 30  
third quarter: October 1 to December 31  
fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 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 TBD to TBD.

### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Ngan Loi  
A/Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
759, 220 4 Ave SE  
Calgary, AB T2G 4X3

Telephone: 403-973-2796  
Facsimile: 306-975-5397  
E-mail address: [ngan.loi@pwgsc-tpsgc.gc.ca](mailto:ngan.loi@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: **(To be determined)**

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.

### 6.5.3 Offeror's Representative

(To be completed by Offeror)

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

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

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

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

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

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

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

### 6.6 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.

### 6.7 Identified Users

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

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## 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 - Total

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 4 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 (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, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's offer dated \_\_\_\_\_.

## 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 Alberta.

## **6.14 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **6.15 SACC Manual clause**

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

## **B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### **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](#) (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), General Conditions - Services (Medium Complexity) 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 from TBD to TBD.

#### **6.3.2 Delivery Date**

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

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#### 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit, as specified in Annex B. 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.

##### 6.5.2 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% 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.

##### 6.5.3 Single Payment

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

##### 6.5.4 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

[C0710C](#) (2007-11-30), Time and Contract Price Verification

[C0711C](#) (2008-05-12), Time Verification

[C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

[C5201C](#) (2008-05-12), Prepaid Transportation Costs

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

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

### **6.6 Invoicing Instructions**

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

**6.6.2** Invoices must be distributed as follows:

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

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

### **6.7 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex C. 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.

### **6.8 SACC Manual Clauses**

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

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## ANNEX "A"

### STATEMENT OF WORK

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 on an "as required" basis for Department of National Defence (DND) - 3rd Canadian Division Support Base Detachment Wainwright (3 CDSB Det Wainwright) located in Denwood, Alberta and 4 Wing Cold Lake located at Cold Lake, Alberta.

The period of the Standing Offer is for three (3) years from Date of Issuance.

#### FIRE EXTINGUISHERS

The Offeror 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 and CGA regulations.

#### BREATHING APPARATUS

The Offeror 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

##### Fire Extinguishers:

The Offeror will be expected to follow a 7-day turnaround schedule for Fire Extinguishers. Inspections, repairs, maintenance etc. are to be completed and the finished product returned to DND within seven (7) days from the time of a call-up.

##### Breathing Apparatus Cylinders:

The Offeror will be expected to follow a 15-day turnaround schedule for Breathing Apparatus Cylinders. Inspections, repairs, maintenance etc. are to be completed and the finished product returned to DND within fifteen (15) days of issuance of a call-up.

DND will issue the call up no more than 24hrs before shipping the cylinders to the Offeror.

#### OFFEROR'S FACILITY

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.

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### **TRANSPORTATION CHARGES**

Transportation charges are not included in the rates for servicing fire suppression equipment. Units in need of servicing will be shipped to the Offeror's facility, prepaid by DND.

Serviced units will be shipped to DND, prepaid by the Offeror with a line on the invoice to reflect the transportation charges.

### **DELIVERY POINTS**

- 3 CDSB Garrison Wainwright  
Denwood, AB T0B 1B0
- 4 Wing Cold Lake  
Cold Lake, AB T0A 0T0

### **PACKING SLIPS**

All shipments must include packing slips with reference to the Purchase Order Number and Standing Offer number.

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## **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 invoices 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 Offeror's laid-down cost to be provided to the Project Authority.

Item #	DESCRIPTION	Estimated Annual Usage (a) <small>(W=Wainwright CL=Cold Lake)</small>	Firm Unit Price			Extended Price = a × (b+c+d)
			Year 1 period from TBD to TBD (b)	Year 2 period from TBD to TBD (c)	Year 3 period from TBD to TBD (d)	
<b>1</b>	<b>Recertification</b>					
a	Inspection and Recertification of Portable Fire Extinguisher (including certification tag and tamper seal)	<b>400</b> (400-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
b	Surcharge for weatherproof tag and UV proof tag	<b>600</b> (600-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
<b>2</b>	<b>Maintenance</b>					
a	Cartridge Operated Annual Maintenance. One year tear down on 5 lb. – 30 lb. Cartridge operated Dry Chemical Portable Extinguisher	<b>350</b> (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	<b>250</b> (250-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
c	Hydro-Static Pressure Test – Stored Pressure Fire Extinguisher required every 12 years.	<b>250</b> (0-W 250-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
d	Hydro-Static Pressure Test – Cartridge operated Fire Extinguisher required every 12 years.	<b>300</b> (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	<b>60</b> (0-W 60-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
f	Hydro-Static Pressure Test – High Pressure. Hydro Test for CO2 portable extinguishers up to 20 lb	<b>180</b> (0-W 180-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
g	Conductivity Test. Annual Test on the hose of any CO2 extinguisher larger than 5 lbs.	<b>180</b> (180-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
h	Wheeled Unit Annual Maintenance	<b>37</b> (37-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
i	Hydro-Static Pressure Test – 150 lb. wheeled unit	<b>12</b> (0-W 12-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____

Item #	DESCRIPTION	Estimated Annual Usage (a) <small>(W=Wainwright CL=Cold Lake)</small>	Firm Unit Price			Extended Price = a × (b+c+d)
			Year 1 period from TBD to TBD (b)	Year 2 period from TBD to TBD (c)	Year 3 period from TBD to TBD (d)	
j	Hydro-Static Pressure Test – Nitrogen Cylinder 23 cu. ft.	5 (0-W 5-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
k	Hydro-Static pressure Test – Nitrogen Cylinder 55 cu. ft.	40 (40-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
l	Hydro-Static pressure Test – Nitrogen Cylinder 110 cu. ft.	9 (9-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
m	Hydro-Static Pressure Test – Nitrogen Cylinder 220 cu. ft.	14 (0-W 14-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
n	Hydro-Static Pressure Test – Nitrogen Cylinder 400 cu. ft.	12 (0-W 14-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
o	Hydro-Static Pressure Test – Breathing Air Low Pressure (2215)	14 (14-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
p	Hydro-Static Pressure Test – Breathing Air High Pressure (4500)	31 (0-W 31-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
<b>3</b>	<b>Recharging</b>					
a	2.5 ln – 5 lb dry chemical	200 (200-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
b	10 lb dry chemical	100 (100-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
c	20 lb dry chemical	500 (500-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
d	30 lb dry chemical	75 (75-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
e	5 lb CO2	40 (0-W 40-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
f	10 lb CO2	30 (0-W 30-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
g	15 lb CO2	140 (0-W 140-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
h	20 lb Co2	60 (60-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____

Item #	DESCRIPTION	Estimated Annual Usage (a) <small>(W=Wainwright CL=Cold Lake)</small>	Firm Unit Price			Extended Price = a × (b+c+d)
			Year 1 period from TBD to TBD (b)	Year 2 period from TBD to TBD (c)	Year 3 period from TBD to TBD (d)	
i	2.5 Gal (9 Litre) Pressurized Water	100 (100-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
j	2.5 Gal (9 Litre) AFFF	1 (1-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
k	-40C Freeze Protection for PW or AFFF	1 (1-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
l	6L K-class	35 (35-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
m	Cartridge CO2 / N2	500 (400-W 100-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
n	Nitrogen Cylinder 23 cu. Ft	5 (0-W 5-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
o	Nitrogen Cylinder 55 cu. Ft	37 (37-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
p	Nitrogen Cylinder 110 cu. Ft	225 (225-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
q	Nitrogen Cylinder 220 cu. Ft	14 (5-W 9-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
r	Nitrogen Cylinder 400 cu. Ft	12 (0-W 12-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
s	150 lb. Wheeled Unit	16 (16 W 0 CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
t	Breathing Air Low Pressure (2216)	2 (2 W 0 CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
u	Breathing Air high pressure (4500)	1 (1 W 0 CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
<b>4</b>	<b>Labour</b>					
a	For repairs, excessive cleaning, and other services which is extra to the standard maintenance items above	150 hours	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____
<b>5</b>	<b>Parts</b>					
a	Valve Stem	250 (250-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____

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Item #	DESCRIPTION	Estimated Annual Usage (a) <small>(W=Wainwright CL=Cold Lake)</small>	Firm Unit Price			Extended Price = a × (b+c+d)
			Year 1 period from TBD to TBD (b)	Year 2 period from TBD to TBD (c)	Year 3 period from TBD to TBD (d)	
b	Pull Pin	<b>600</b> (600-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
c	Pressure Gauge	<b>350</b> (350-W 0-CL)	\$ _____/ea	\$ _____/ea	\$ _____/ea	\$ _____
d	ABC Dry Chemical per lb., if required	<b>250 lbs</b> (250-W 0-CL)	\$ _____/lb.	\$ _____/lb.	\$ _____/lb.	\$ _____
e	PK Dry Chemical per lb., if required	<b>1 lb</b> (1-W 0-CL)	\$ _____/lb.	\$ _____/lb.	\$ _____/lb.	\$ _____
<b>f*</b>	Mark-up % on Offeror's laid-down cost for miscellaneous parts and materials	<b>\$1,000.00</b>	____%	____%	____%	\$ _____
<b>TOTAL EVALUATED OFFER</b>						\$ _____

\*To calculate the Extended Price for **line item 5.f**, please use the following formula:  $3a + [(a) \times (b+c+d)]$

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### A. Commercial General Liability Insurance

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises
  - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**B. Automobile Liability Insurance**

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

**C. Bailee's Customer's Goods Insurance**

The Contractor must obtain Bailee's Customer's Goods insurance while Government Property is under its care, custody or control for repair or servicing, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$ 40,000.00 . Government Property must be insured on a Replacement Cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.

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2. The Bailee's Customer's Goods must include the following:
  - a. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - b. Settlement of Claims: The insurance proceeds regarding any loss of or damage to Government Property must be payable to the appropriate party as directed by the Contracting Authority.
  - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department of National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

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**ANNEX "D"**

**STANDING OFFER USAGE REPORT**

**Return to:**

Public Works and Government Services Canada  
Acquisitions Branch  
Facsimile: (403) 292-5786  
Email: [TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca)

**Quarterly Usage Report Schedule:**

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

SUPPLIER: \_\_\_\_\_

STANDING OFFER NO: \_\_\_\_\_

DEPARTMENT OR AGENCY: \_\_\_\_\_

Item No.	Call-Up/ contract No. Description	Value of the Call-Up/Contract (GST/HST excluded)
(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: \_\_\_\_\_

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

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

Solicitation No. - N° de l'invitation  
W168A-19MK03/A  
Client Ref. No. - N° de réf. du client  
W168A-19MK03

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-9-42060

Buyer ID - Id de l'acheteur  
Cal137  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX “E” 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);