

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338

**Request For a Standing Offer  
Demande d'offre à commandes**

National Master Standing Offer (NMSO)  
Offre à commandes principale et nationale (OCPN)

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

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

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

|   |  |
|---|--|
| <b>Title - Sujet</b><br>RMSO - Medical Gases  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>ET959-132872/B  | <b>Date</b><br>2013-05-13                                      |
| <b>Client Reference No. - N° de référence du client</b><br>ET959-132872   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$WPG-016-8523 |
| <b>File No. - N° de dossier</b><br>WPG-2-35303 (016)  | <b>CCC No./N° CCC - FMS No./N° VME</b>                         |
| <b>Solicitation Closes - L'invitation prend fin<br/>at - à 02:00 PM<br/>on - le 2013-05-29</b>  |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Hall, Marlene  | <b>Buyer Id - Id de l'acheteur</b><br>wpg016                   |
| <b>Telephone No. - N° de téléphone</b><br>(204)984-6423 ( )   | <b>FAX No. - N° de FAX</b><br>(204)983-7796                    |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>VARIOUS GOVERNMENT DEPARTMENTS<br>OR AGENCIES AS INDICATED ON<br>THE INDIVIDUAL CALL-UP DOCUMENT |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>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<br/>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <br><br><br><br><br><br><br><br><br><br>   |  |
| <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<br/>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                              |

**This bid solicitation cancels and supersedes previous bid solicitation number ET959-132872/A dated 2013-01-28 with a closing of 2013-04-30 at 2:00 PM CST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

## **REQUEST FOR REGIONAL INDIVIDUAL STANDING OFFER MEDICAL GASES**

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Solicitation No. - N° de l'invitation

ET959-132872/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg016

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

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WPG-2-35303

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:   |
|        | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|        | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.  |

The Annexes include the Requirement, the Basis of Payment, the Insurance Requirements, the Standing Offer Usage Report and the Pricing Schedule 1.

### 2. Summary

This is a request for Regional Master Standing Offer (RMSO) for the supply and delivery of various gases including, but not limited to, Helium, Oxygen, and Carbon Dioxide, on an "as required" basis.

The Standing Offer is for use by any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11 within the Western Region.

For the purposes of this solicitation, the Western Region has been divided into the following Regions: 1. Manitoba, 2. Saskatchewan, and 3. Alberta. Offerors may bid on more than one geographical area identified herein.

Canada may issue up to three (3) Standing Offers. The standing offer will be for a one (1) year period, from date of standing offer award, with two (2) one-year option periods.

The estimated value of the Regional Master Standing Offer, including option years is \$3,000,000.00 (CDN), including GST.

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Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

*The resulting (Standing Offer/Contract) is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be submitted to the Department of Public Works and Government Services for individual processing.*

### **3. Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - OFFEROR INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **1.1 SACC Manual Clauses**

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

### **2. Submission of Offers**

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

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

### 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 **Manitoba**.

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

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

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

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

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

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

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

### **Section I: Technical Offer**

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

### **Section II: Financial Offer**

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

#### **1.1 Payment by Credit Card**

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

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

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

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

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

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **1.1. Technical Evaluation**

Ability to perform the full scope of work as described in Annex A, Requirement

## 1.2 Financial Evaluation

Offerors must provide pricing as per the instructions detailed in Annex B, Basis of Payment.

The Western Region has been divided into the following Regions:

1. Manitoba, 2. Saskatchewan, and 3. Alberta.

Offerors may submit an offer on more than one geographical area identified herein.

### 1.2.1 SACC Manual Clauses

|        |            |                           |
|--------|------------|---------------------------|
| M0222T | 2013-04-25 | Evaluation of Price       |
| C3011T | 2010-01-11 | Exchange Rate Fluctuation |

### 1.2.2 Evaluated Price

Refer to Annex B, article 2.0 Evaluated Price.

## 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. The lowest priced responsive offer per Region will be recommended for issuance of a standing offer. It is anticipated that up to three (3) Standing Offers may be issued as a result of this solicitation.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

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

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which

to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## 2.1 Federal Contractors Program - Certification - \$200,000 or more (M2000T 2013-04-25)

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

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## PART 6 - INSURANCE REQUIREMENTS

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C .

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. Standard Clauses and Conditions

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

#### 2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 2.2 Standing Offers Reporting Periodic Usage Reports - Standing Offer

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 "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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

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

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### **3. Term of Standing Offer**

#### **3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is one year from date of issuance.

#### **3.2 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 two one-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.

### **4. Authorities**

#### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Marlene Hall  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
100 - 167 Lombard Avenue  
Winnipeg, MB. R3C 2Z1

Telephone: 204-984-6423  
Fax: 204-983-7796  
E-mail address: marlene.hall@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.

#### **4.2 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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

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**4.3 Offeror's Representative** - authority cleared to received call-ups from Identified User named in the standing offer.

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

**5. 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., 1985, c. F-11.

**6. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version.

**7. Limitation of Call-ups**

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

**8. 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements
- h) Annex E, Pricing Schedule 1
- i) the Offeror's offer dated \_\_\_\_\_ (insert date of offer).

**9. Certifications**

**9.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is

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untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 9.2 SACC Manual Clauses

M3000C 2006-08-15 Price Lists

## 10. Applicable Laws

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

## B. RESULTING CONTRACT CLAUSES

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

### 1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2013-04-25), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### 3. Term of Contract

#### 3.1 Delivery Date

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

### 4. Payment

#### 4.1 Basis of Payment - Firm Unit Prices (C0207C 2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are excluded 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.

## 4.2 SACC Manual Clauses

SACC Manual clause H1000C (2008-05-12), Single Payment  
SACC Manual clause H1001C (2008-05-12), Multiple Payments

## 4.3 SACC Manual Clauses

|        |            |  |
|--------|------------|--|
| C2000C | 2007-11-30 | Taxes - Foreign-based Contractor                                 |
| C2605C | 2008-05-12 | Canadian Customs Duties and Sales Tax - Foreign-based Contractor |

## 4.4 Payment by Credit Card

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_ (TBD, as specified by Offeror).

## 5. Invoicing Instructions

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. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 7. SACC Manual Clauses

|        |            |                                    |
|--------|------------|------------------------------------|
| A9062C | 2011-05-16 | Canadian Forces Site Regulations   |
| A9068C | 2010-01-11 | Government Site Regulations        |
| B1505C | 2006-06-16 | Shipment of Hazardous Materials    |
| B7500C | 2006-06-16 | Excess Goods                       |
| C5201C | 2008-05-12 | Prepaid Transportation Costs       |
| D3010C | 2012-07-16 | Dangerous Goods/Hazardous Products |
| M3800C | 2006-08-15 | Estimates                          |

## **ANNEX "A" REQUIREMENT**

### **1. OVERVIEW**

For the supply of all labour, tools, materials, equipment, transportation, maintenance and supervision necessary for the supply and delivery of various gases as detailed in Annex E on an 'as required' basis to any location within the geographic area of the Standing Offer. Sizes, purity and concentrations are variable.

For gases to be filled in Canada owned cylinders/dewars the following will apply: Canada owned cylinders/dewars must be picked up by the Offeror, filled and returned.

For gases that are provided in Offeror owned cylinders/dewars the following will apply: Gases must be delivered in Offeror owned cylinders/dewars. Pickup of empty cylinders/dewars shall be the Offeror's responsibility, and the Offeror will be responsible for pickup and delivery of cylinders/dewars. Cylinders/dewars must be in good working order. The Offeror must replace, without charge, any product lost as a result of any deficiencies in the cylinders/dewars.

Offerors must adhere to all applicable Federal, Provincial and Municipal Laws and regulations in the supply of and transporting of goods identified in this Request for Standing Offer.

### **2. GEOGRAPHIC REGION**

The Offeror must be able to deliver to any point within the Region for which they are offering. Common delivery points within each Region are provided below. Delivery points may also include "fly in" and/or remote locations. Call-ups may include requirements to fill multiple small-quantity orders for several delivery points within the same geographic area.

**OFFERORS: PLEASE INDICATE BELOW WHICH REGION(S) YOU ARE OFFERING FOR:**

- 1) \_\_\_\_\_ **REGION 1 MANITOBA** *common delivery points are the cities of Winnipeg and Brandon*
- 2) \_\_\_\_\_ **REGION 2 SASKATCHEWAN** *common delivery points are the cities of Regina and Saskatoon*
- 3) \_\_\_\_\_ **REGION 3 ALBERTA** *common delivery points are the cities of Calgary and Edmonton*

### **3. DELIVERY**

Deliveries must be made during regular working hours, Monday to Friday 7:30am to 5:00pm, unless otherwise agreed.

Delivery timeline requirements will be identified in each call-up. In general delivery within a common delivery point location will be required within two (2) to five (5) business days. Delivery to other locations will be required within three (3) to ten (10) business days. Some requirements may require expedited delivery.

Delivery arrangements, including off-loading, installation and/or removal will be made and mutually agreed upon by the Offeror and the Project Authority for the call-up.

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#### **4. GAS CYLINDERS**

- All gas cylinders supplied must be fitted with and conform to the Canadian Gas Association (CGA) Standards.
- Cylinders must be equipped with valves sealed with Teflon tape as opposed to using thread sealing compound, i.e. pipe dope.
- Any cylinder which is delivered with a seized or difficult to open valve must be replaced by the Offeror at their own expense.
- **Re-certification of Canada owned cylinders must be provided if required.**

#### **5. STORAGE TANKS**

For the supply, delivery, offloading, maintenance and removal of contractor owned storage tank.

Location: Department of National Defence  
1 Air Maintenance Squadron Lox Facility  
4 Wing Cold Lake, Alberta

Contractor owned storage tank: 6,000 US gal storage tank

Consumption: 6 - 8 week refills

- Contractor-owned storage tanks are to be in good working order and are to be maintained and serviced by the Contractor at no extra cost to Canada.
- Only Contractor technicians are to perform all routine maintenance, preventative maintenance and inspections on Contractor-owned storage tanks.
- Contractor is responsible for removal of Contractor-owned storage tanks from the site at end of rental period.
- Contractor is responsible for product testing and minimum performance specifications. Contractor will provide the Certificate of Analysis when the shipment arrives at Government site.
- If product is found to be contaminated or not within the minimum performance specifications, Contractor will empty, purge and refill the tank at no additional cost to Canada. Contaminated or unacceptable shipments will be replaced within twenty-four (24) hours of notification by Canada.

**ANNEX "B"  
BASIS OF PAYMENT**

**1.0 INSTRUCTIONS**

1.1 It is MANDATORY that offerors submit firm all inclusive prices/rates for the period of the proposed standing offer and for all option periods for items listed in the following pricing schedules. This section, when completed, will be considered as the offeror's Financial Proposal.

1.2 Should there be an error in the extended pricing of the offeror's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation.

1.3 Rates MUST include ALL costs associated with providing the service in accordance with the Requirement, Annex A. GST, if applicable, is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

1.4 *The quantities specified herein are provided for evaluation purposes only.*

**2.0 EVALUATED PRICE**

Step 1: Refer to Annex E, column H

Step 2: Refer to Annex E, column N

Step 3: Refer to Annex E, column T

Step 4: Sum of totals in columns H, N and T = Evaluated Price

***Only items that have been priced by ALL responsive offerors within a Region will be included in the calculation of the Evaluated Price for that Region.***

**3.0 PRICING SCHEDULES**

Offerors must submit a separate financial offer for each Region they are offering. If the prices are the same for each Region, then the Offeror may submit one financial offer, but must identify clearly to which Region the rates apply. Check the applicable item(s) below.

1) \_\_\_\_\_ Region 1 - Manitoba

2) \_\_\_\_\_ Region 2 - Saskatchewan

3) \_\_\_\_\_ Region 3 - Alberta

**3.1 PRICING SCHEDULE 1 (attached as Annex E)**

**OFFERORS MUST SUBMIT COMPLETE PRICING FOR AT MINIMUM 90% OF ALL LINE ITEMS IN ANNEX E (minimum of 117 complete lines from items 1 through 130 inclusive). ADDITIONALLY, OFFERORS MUST SUBMIT PRICING FOR LINE ITEMS 131-136 INCLUSIVE.**

Bidders may request an electronic copy of Annex E - Pricing Schedule 1 by contacting Marlene Hall at marlene.hall@pwgsc-tpsgc.gc.ca.

**3.1.1 Gasses & Welding Supplies**

Firm all-inclusive unit prices, including delivery and off-loading to common delivery points within the Region, FOB destination, GST extra - **Complete ANNEX E, columns D, E, and F.**

For destinations outside of the 'common delivery points' within the Region, transportation costs must be prepaid by the Offeror. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

**3.1.2 Cylinder & Dewar Rental**

Firm all-inclusive monthly rates, including delivery, off-loading and return to common delivery points within the Region, FOB destination, GST extra - **Complete Annex E, columns J, K, and L.**

Offeror owned cylinders and dewars are loaned free of charge for thirty (30) days, after which time the monthly fee applies.

Canada reserves the right to return cylinders/dewars at any time.

Note: leasing charges may continue at the final year rates beyond the period of the Standing Offer until the cylinders/dewars are returned to the Offeror, unless other arrangements are mutually agreed upon.

**3.1.3 Re-Certification Servicing of Canada Owned Cylinders and Dewars**

Firm all-inclusive unit prices, for hydrostatic testing including washing, drying, and valving. Rates must include delivery, off-loading and return to common delivery points within the Region, FOB destination, GST extra - **Complete Annex E, columns P, Q, and R.**

**PRICING SCHEDULE 2 - This section will not form part of the financial evaluation.**

| <b>Additional Servicing of Canada Owned Cylinders and Dewars</b> |               |               |               |
|--|---------------|---------------|---------------|
| Firm unit rates, FOB destination, GST extra                      |               |               |               |
| <b>Description</b>   | <b>Year 1</b> | <b>Year 2</b> | <b>Year 3</b> |
| <b>Rate per cylinder</b> - Washing, drying, and valving only     | \$            | \$            | \$            |
| <b>Rate per cylinder</b> - Painting and stenciling               | \$            | \$            | \$            |
| <b>Rate per cylinder</b> - Replacing valves, Repairing valves    | \$            | \$            | \$            |
| <b>Rate per dewar</b> - Washing, drying, and valving only        | \$            | \$            | \$            |
| <b>Rate per dewar</b> - Painting and stenciling                  | \$            | \$            | \$            |
| <b>Rate per dewar</b> - Replacing valves, Repairing valves       | \$            | \$            | \$            |

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Amd. No. - N° de la modif.

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CCC No./N° CCC - FMS No/ N° VME

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**PRICING SCHEDULE 3** - *This section will not form part of the financial evaluation.*

| <b>Loss of Cylinders and Dewars</b>   |        |        |        |
|---|--------|--------|--------|
| In the event of a cylinder/dewar being lost or damaged beyond repair the following firm rates apply.<br>Firm unit rates, FOB destination, GST extra |        |        |        |
| Description   | Year 1 | Year 2 | Year 3 |
| <b>Rate per cylinder</b> - Cylinders 6 cubic meters (200 cubic feet) and over   | \$     | \$     | \$     |
| <b>Rate per cylinder</b> - Cylinders under 6 cubic meters (200 cubic feet) and equal or over 2.77 cubic meters (100 cubic feet)                     | \$     | \$     | \$     |
| <b>Rate per cylinder</b> - Cylinders under 2.77 cubic meters (100 cubic feet)   | \$     | \$     | \$     |
| <b>Rate per dewar</b> - Dewars 500L and over  | \$     | \$     | \$     |
| <b>Rate per dewar</b> - Dewars equal or over 250L but under 500L  | \$     | \$     | \$     |
| <b>Rate per dewar</b> - Dewars equal or over 100L but under 250L  | \$     | \$     | \$     |
| <b>Rate per dewar</b> - Dewars under 100L   | \$     | \$     | \$     |

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## ANNEX "C" INSURANCE REQUIREMENTS

### 1. Commercial General Liability Insurance

- 1.1 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.
- 1.2 The Commercial General Liability policy must include the following:
- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

## **2. Automobile Liability Insurance**

- 2.1 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.
- 2.2 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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**ANNEX "D"**  
**STANDING OFFER USAGE REPORT**

Return to:

ATTN.: MARLENE HALL  
Public Works and Government Services Canada  
Acquisitions Branch  
Facsimile: (204) 983-7796  
Telephone: (204) 984-6423  
Email: marlene.hall@pwgsc-tpsgc.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.

**REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES**

SUPPLIER:  
STANDING OFFER NO:  
DEPARTMENT OR AGENCY:

REPORTING PERIOD:

| Item No.   | Call-Up/contract No. Description | Value of the Call-Up/Contract | GST/HST |
|--|----------------------------------|-------------------------------|---------|
|  |                                  |                               |         |
|  |                                  |                               |         |
|  |                                  |                               |         |
|  |                                  |                               |         |
|  |                                  |                               |         |
|  |                                  |                               |         |
|  |                                  |                               |         |
|  |                                  |                               |         |
|  |                                  |                               |         |
| (A) Total Dollar Value Call-ups for this reporting period: |                                  |                               |         |
| (B) Accumulated Call-Up totals to date:                    |                                  |                               |         |
| (A+B) Total Accumulated Call-Ups:                          |                                  |                               |         |

**NIL REPORT:** We have not done any business with the federal government for this period [    ]

PREPARED BY:

NAME:  
TELEPHONE NO.:

SIGNATURE:

DATE: