

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Propane		
Solicitation No. - N° de l'invitation W0105-12U008/A	Date 2012-08-29	
Client Reference No. - N° de référence du client W0105-12U008		
GETS Reference No. - N° de référence de SEAG PW-\$MCT-006-4504		
File No. - N° de dossier MCT-2-35047 (006)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-09		Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Bourque, Annette		Buyer Id - Id de l'acheteur mct006
Telephone No. - N° de téléphone (506) 851-2325 ()		FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Gagetown-Utilities Office CE Coy, 3 ASG Eng. Branch Bldg B-18 OROMOCTO New Brunswick E2V4J5 Canada		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

Delivery Required - Livraison exigée 2012-10-01	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION**1. Requirement**

- (i) For the supply and delivery of propane (3-GP-10A-9 Sep 66 Gas Liquified). The supplier shall deliver/install tanks, and the method of delivery shall conform to the standards contained in the Canadian General Standards Board, codes CAN/CSA-B149.2-10, and CAN/CGSB-3. 14-2006.
- (ii) Department of National Defence, Canadian Forces Base Gagetown, Oromocto, New Brunswick requires the contractor to supply automatic delivery to various locations (40 locations at CFB Gagetown, and 1 location at Saint-John, New-Brunswick) see Annexe A.1.
- (iii) The period of the contract is from 01 October 2012 to 30 September 2014, with options available to extend the contract for up to 2 periods of 1 year each.
- (iv) The Contractor must perform the work in accordance with Annex A - Instructions - Specifications. The supplier will be paid a firm unit price in accordance with the Basis of Payment at Annex B.
- (v) The requirement is subject to the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Peru FTA, and the Canada-Columbia Free Trade Agreement (FTA).

2. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012/07/11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Price	2010/08/16

1.2 Canadian General Standard Board - Standards

A copy of the standard referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Quebec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc.gc.ca
CGSB Website: Canadian General Standard Board

2. Submission of Bids

Bids 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 bid solicitation.

2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions

that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid 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)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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 Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment - Annex B. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010/01/11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Mandatory Technical Criteria

The method of delivery shall conform to the standards contained in the Canadian General Standards Board, codes CAN/CSA-B149.2-10, and CAN/CGSB-3. 14-2006.

1.1.1 Instructions/Specifications

See Annex "A" for the Instructions/Spécifications

1.2 Financial Evaluation

The evaluated cost/total bid price will be based on the aggregate of the total estimated cost for the period of the contract and the two one year optional periods detailed at Annex B - Basis of Payment.

1.2.1 SACC Manual Clause

A0220T (2007/05/25), Evaluation of Price

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), Annex C, for each individual named in the list.

2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification - \$200,000 or more

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 all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 bids from ineligible

contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder 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 Bidder 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 Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder 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 the 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.

Signature

Date

2.2 Former Public Servant Certification

Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above?

YES () **NO** ()

If so, the Bidder must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

YES () **NO** ()

If so, the Bidder 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signature

Date

2.3 Natural Gas & Propane Installation Code

The bidder is required to provide the following certification:

The method of delivery shall conform to the standards contained in the Canadian General Standards Board, codes CAN/CSA-B149.2-10, and CAN/CGSB-3. 14-2006.

Signature of Authorized Company Official

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Requirement

The Contractor must perform the work in accordance with the Requirement at Annex "A" Instructions - Specifications.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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

2010A (2012/07/16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work is to be performed during the period of 01 October 2012 to 30 September 2014.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional periods of 1 year each under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

*Option Periods:

01 October 2014 to 30 September 2015 - \$200,000.00

01 October 2015 to 30 September 2016 - \$200,000.00

Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Annette Bourque
Supply Specialist

Public Works and Government Services Canada
Acquisitions Branch

Address: 1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1

Telephone: 506 851-2325
Facsimile: 506 851-6759

E-Mail: annette.bourque@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Project Authority

The Project Authority for the Contract is:

Details will be provided in any resulting contract

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : ____ ____ ____
Facsimile: ____ ____ ____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative (bidder please complete)

Name: _____
Title: _____

Telephone: ____ ____ ____
Facsimile: ____ ____ ____
E-mail address: _____

5. Payment

5.1 Basis of Payment

For the Work described in the Annex A, Instructions/specifications:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B - Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$400,000.00. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Price Adjustment - Petroleum Products

The prices detailed in the Contract are subject to upward or downward adjustment after 01 October 2012 to allow for:

- (a) changes due to price adjustment in petroleum products that are a direct result of increased or decreased prices imposed by the petroleum producer. A copy of the Contractor's notification of price increase or decrease from the petroleum producer must be provided to the Contracting Authority, and the Project Authority.
- (b) imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any petroleum product, authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority.

5.4 SACC Manual Clause

SACC Reference	Section	Date
C2505C	Propane - Provincial Fuel Tax Excluded	2008/05/12
H1001C	Multiple Payments	2008/05/12

6. 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.

7. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**,

9. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2012/07/16), Goods (Medium Complexity);
- (c) Annex A, Requirement - Specifications;
- (d) Annex A.1, Locations of propane tanks
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " **or** " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s))

10. SACC Manual Clauses

SACC Reference	Section	Date
A9020C	Cylinder Hook-up	2006/06/16
A9062C	Canadian Forces Site Regulations	2011/05/16
B1505C	Shipment of Hazardous Materials	2006/06/16
B6800C	List of Non-Consumable Equipment and Material	2007/11/30
D3010C	Dangerous Goods/Hazardous Products	2012/07/16
D3014C	Transportation of Dangerous Goods/Hazardous Products	2007/11/30
G1005C	Insurance	2008/05/12

11. Shipping Instructions - FOB Destination

Goods must be consigned and delivered to the destination specified in the contract:

Solicitation No. - N° de l'invitation

W0105-12U008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-2-35047

Buyer ID - Id de l'acheteur

mct006

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

W0105-12U008

CCC No./N° CCC - FMS No/ N° VME

FOB Destination, Department of National Defense locations as described in Annex A.1 including all delivery charges and customs duties and taxes.

Annex A
Instructions/Specifications

1. The period of the resultant contract is from 01 October 2012 to 30 September 2014, with an option available to extend the contract for up to 2 periods of 1 year each.
2. Delivery vehicle must be equipped with meters to produce delivery slips into contractor owned tanks at 40 locations in CFB Gagetown and one (1) in Saint John, New Brunswick. Contractor to supply automatic delivery services for all locations except where noted otherwise. Regulators all owned by DND.
3. A mandatory start up meeting with all parties involved will be held, within 1 week of the Contract being awarded. The meeting will take place at 3 ASG Engineer Branch, Bldg B-18, CFB Gagetown, Oromocto, New Brunswick.
4. Immediately upon receipt of Contract, the Contractor is to contact the DND Project Authority regarding delivery schedule.
5. The quantity requested on this requirement is an estimate only.
6. Contractor will notify the DND Project Authority when 75% of the maximum quantity has been delivered.
7. Method of delivery to conform to the standards contained in the Canadian General Standards Board, codes CAN/CSA-B149.2-10, and CAN/CGSB-3. 14-2006.
8. DND Project Authority: Base Construction Engineering Officer, 3 ASG/CE Branch, Bldg B-18, CFB Gagetown, PO Box 17000 Stn Forces, Oromocto, NB E2V 4J5.
9. Copy of all delivery slips are to be dropped off weekly to the Utilities Office, CE Branch, Bldg B-18, CFB Gagetown, Oromocto, NB.
10. Invoices to be made out for each delivery slip, one original and one copy, sent to: Utilities Office, 3 ASG Engineer Branch, Bldg B-18, CFB Gagetown, PO Box 17000 Stn Forces, Oromocto, NB E2V 4J5.
11. The unit price shall consist of the price imposed by the petroleum producer as of 31 August 2012, plus a firm markup of this price, see Annex B.
12. There will be no costs incurred by the DND for the installation of tanks at start of Contract.

Annex A
Instructions/Specifications

13. There will be no costs incurred by DND for the removal of tanks during the period of the Contract and at end of Contract.
14. At the end of the Contract, DND will be reimbursed/credited for the balance of product in the tanks, at the current rate.
15. All requested tanks shall be installed within 2 weeks of the start date; and removed within 2 weeks of the completion date of the Contract. The new/old Contractors will coordinate to schedule installation/removal of tanks.
16. Contract to include all maintenance and repairs on vaporizers at no charge during the period of the Contract. There are 11 tanks with vaporizers.
17. The Contractor will be responsible for all exchange costs for replacement of N/S tanks, not damaged by DND.
18. The DND has the right to inspect tanks for damage prior to installation and /or removal by Contractor.
19. The Contractor will be responsible for all repairs to any lawn damage, caused by the Contractor when removing/replacing of tanks.
20. Re-light of equipment shall be the responsibility of the contractor when the need to re-light was caused by failure to deliver propane. Contractor will be responsible for damage incurred to buildings and equipment as result of freeze up, due to shortage of propane.
21. All tanks shall be equipped with a visual type percentage gauge.
22. The Contractor to supply automatic delivery service into Contractor's owned tanks, at CFB Gagetown.
23. At start of contract, automatic delivery service shall be made to the 41 sites listed on the attached list (Annex A.1).

Quantities and Tanks Sizes:

2 x 123 USW Gallons
4 x 500 USW Gallons
1 x 1,750 USW Gallons
5 x 2,000 USW Gallons
56 x 420 USW Gallons
3 x 1,000 USW Gallons
1 x 1,800 USW Gallons

Annex A

Instructions/Specifications

24. The Contractor will be responsible for all costs involved with Quality Control Inspections and Provincial Inspections on propane tanks during the period for the Contract.
25. The resultant contract will replace contract number W0105-08U008/001/MCT – File MCT-7-20330.
26. As an Annex to the proposal the Contractor is required to provide a schedule of fit-up costs for the installation of various propane tanks. This schedule does not form part of the contract but may be used by DND to determine if it will be feasible to bring additional buildings on propane. This may be used on as and when required basis.

Annex 4.1

N:\Propane\Oct 2012 to Sep 2014.xls

Updated: Monday 16 April 2012

Propane Tanks are in USW Gallons - Changes Made

Building Number	Automatic Fill	Location	Qty	Size	REMARKS
A-4	Yes	KITCHEN - Base - Walnut St (had 1 x 500 tank)	1	420	
A-42	Yes	Base Arena/Canex Complex, Kitchen	1	2,000	Used for Canex Kitchen only
AS1-4	No	Training Area -	2	420	Heat Bldg - Troop Shelter
B-15	Yes	Base - in B-18 Compound gate locked at 4:30 p.m. and at all times on Weekends	1	420	Heat Bldg, new January 2004
BM-7	Yes	Training Area - Blue Mountain	1	500	Heat Bldg - Pumphouse
C-9	No	Base - Champlain Ave	4	420	Central Heating Plant
DDT-1	Yes	Training Area - Hamilton Road	2	420	Heat Bldg
EN-2 (6)	No	Trg Area - Enniskillen Road, Petersville (had 2 x 420)	1	420	Heat Bldg; new Dec 03
F-6	Yes	Fireplace - Base - Lombardy St (new Sep 01)	1	420	Fireplace
H-8	Yes - Summer	Base - Frederick Cr	1	500	Hot Water, Summer Boiler - Apr to Sep
H-20	Yes - Summer	Base - Dufferin Cr	1	500	Hot Water, Summer Boiler - Apr to Sep
HI-3	No	Training Area - Hershey Impact	2	420	Heat Bldg
LI-2	No	Training Area - Lawfield Stands	2	420	Heat Bldg - Troop Shelter
LM-2	No	Training Area -	2	420	Wellington Range Heat
LV-9	Yes	Lindsay Valley Lodge, rebuilt Dec 01	2	420	(was LV-1) Fireplace, new December 2001
LW-3 & LW-4	Yes	Training Area - Lavina Woods (in compound)	1	2,000	CFSME Heavy Equip Site - 1 tank heats both buildings
N-5	Yes	Base - past Camp Argonaut Manned 12 hrs a day on Weekdays (0800 - 2000 hrs) and 10 hrs a day on Weekends (0800 - 1800 hrs); Compound is locked at 4 p.m. Weekdays and at all times on Weekends; call 422-2000 extension 1632 during these times to have gate unlocked.	1	500	Sewage Plant, Pilot Ignition for Methane Burner
PC-19	Yes	Training Area - Petersville, off Highway 7	3	420	Heat - Pump House
PC-22	Yes	Training Area - Petersville, off Highway 7	3	420	Heat - Pump House
PC-33 (A)	Yes	KITCHEN - Training Area - Petersville, off Highway 7	1	2,000	Kitchen
PC-33 Steam (B)	Yes	KITCHEN - Training Area - Petersville, off Highway 7	1	1,000	Steam Kitchen - water heater
PC-42	Yes	Training Area - Petersville, off Highway 7	1	420	Heat Bldg - Commissionaire's Shack
PC-48	Yes	Training Area - Petersville, off Highway 7	3	420	Heat Bldg - Pump House
PC-56	Yes	Training Area - Petersville, off Highway 7	1	1,000	Heat Bldg - Air Handling Unit
PC-105	Yes	Training Area - Petersville, off Highway 7	1	1,000	Heat Bldg and Hot Water Boiler
RI-1	No	Training Area - Rockwell Impact	2	420	Observation Post, Heat
RI-3	No	Training Area - Rockwell Impact	2	420	Troop Shelter, Heat
RI-13	No	Training Area - Rockwell Impact	2	420	Rockwell Impact - Training Area
Saint John Arm	Yes	KITCHEN - Saint John Armoury, Saint John, NB	1	1,800	New Kitchen, Nov/Dec 99
SW-6	Yes	Training Area (in compound)	1	1,750	Heat Bldg and Domestic Hot Water
SW-8	Yes	Training Area (in compound)	1	2,000	Heat Bldg and Domestic Hot Water
SW-10	Yes	Training Area (in compound)	1	2,000	Heat Bldg and Domestic Hot Water
T-4	No	Training Area - Tow Track - new Feb 06	2	420	Heat Bldg

W0105-12 0008

Annex A.1

N:\Propane\Oct 2012 to Sep 2014.xls		Propane Tanks are in USW Gallons - Changes Made		Awaiting Changes		Updated: Monday 16 April 2012	
Building Number	Automatic Fill	Location	Propane no longer required at these locations	Qty	Size	REMARKS	
T-22	No	Training Area		2	420	Heat Bldg - Troop Shelter, had 4 tanks - 2 removed	
T-23	No	Training Area		2	123	Heat Bldg - Argus Op	
T-24	No	Training Area		2	420	Heat Bldg, new Oct/Nov 2002	
TB-17	Yes	Training Area		2	420	Heat Bldg - Troop Shelter	
TB-18	No	Training Area		2	420	Heat Bldg - Troop Shelter, Firing Point 5	
TF-10	No	Training Area		2	420	Heat Bldg - Troop Shelter, Firing Point 2	
WP-4	Yes	Training Area		8	420	Heat Bldg - Worthington Tank Park (WP-8)	
Number of Tanks				72			

W0105-12u 008

Annex "B"
Basis of Payment

Propane

FOB destination including all delivery charges, and automatic delivery services as required. All items to be delivered are listed in the Instructions/Specifications, Annex A – A.1.

BIDDER TO INDICATE

Unit price per litre shall consist of the price imposed by the petroleum producer as of 31 August 2012 of \$ _____* (Canadian cents), plus a firm markup* of this price.

***Price Adjustment – Petroleum Products**

A copy of the Contractor's notification of price increase or decrease from the petroleum producer must be provided to the Contracting Authority, and the Project Authority. See Contract Clause Part 6, item 5.3.

****Firm Markup per litre indicated below will remain fixed for the entire duration of the contract:**

1. For the period from 01 October 2012 to 30 September 2014:

All inclusive firm markup** for the period from
01 October 2012 to 30 September 2014 \$ _____per litre

*For Evaluation purposes****

The sum of the price imposed by the petroleum producer as of 31 August 2012 plus a firm mark up** x an estimated quantity of 500 000 litres.*

2. For the option period from 01 October 2014 to 30 September 2015:

All inclusive firm markup** for the period from
01 October 2014 to 30 September 2015 \$ _____per litre

*For Evaluation purposes****

The sum of the price imposed by the petroleum producer as of 31 August 2012 plus a firm mark up** x an estimated quantity of 250 000 litres.*

Annex "B"
Basis of Payment

3. For the option period from 01 October 2015 to 30 September 2016:

All inclusive firm markup** for the period from
01 October 2015 to 30 September 2016 \$_____per litre

*For Evaluation purposes****

The sum of the price imposed by the petroleum producer as of 31 August 2012 plus a firm mark up** x an estimated quantity of 250 000 litres.*

GST/HST is extra, if applicable, and must be specified on all invoices as a separate item.

--

***For Evaluation Purposes –

Bid price is the total of items 1+2+3 = \$_____ HST extra, if applicable

Note: The supplier is required to provide a schedule of fit-up costs for the installation of various propane tanks. This schedule does not form part of the contract but may be used by DND to determine if it will be feasible to bring additional buildings on propane. This may be used on as and when required basis.



**FOR GOVERNMENT USE ONLY
POUR USAGE DU GOUVERNEMENT SEULEMENT**

Special Investigations Directorate File No.
N° de dossier de la Direction des enquêtes spéciales

Date Received (Y-A M D-J)
Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION
CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.

Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

A

PRIVACY ACT STATEMENT

ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

B

BIOGRAPHICAL INFORMATION - Must be completed by the individual

RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu

Family Name (Last Name) - Nom (de famille)

Family Name at Birth - Nom de famille à la naissance

Full Given Names (No initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames)
Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)

Gender - Sexe

☐

Male
Masculin

☐

Female
Féminin

Date of Birth - Date de naissance (Y-A M D-J)

**Current Residential Information
Information résidentielle actuelle**

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province

Postal Code - Code postal

C	CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

D	ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement	
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante		
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat		Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante		Contact Person Tel. No. - N° de tél. de la personne-ressource