



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

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

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

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

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Compressed Gases	
<b>Solicitation No. - N° de l'invitation</b> W7702-186042/A	<b>Date</b> 2018-01-04
<b>Client Reference No. - N° de référence du client</b> W7702-186042	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-100-11294
<b>File No. - N° de dossier</b> EDM-7-40169 (100)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-02-14</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fisher, Drew	<b>Buyer Id - Id de l'acheteur</b> edm100
<b>Telephone No. - N° de téléphone</b> (780)901-4270 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DND; DEFENCE R&D CANADA SUFFIELD BLDG 560 RECEIVING; 560 MOUNT SORRELL ROAD RALSTON AB TOJ 2N0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend 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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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Statement of Work, the Basis of Payment, Security Requirements Checklist (SRCL), Insurance Requirements, and the Standing Offer Usage Report.

### **1.2 Summary**

For the supply and delivery of compressed gases, as required, including cylinder rental or lease charges, during the period of the Standing Offer, for the Department of National Defence, Defence Research and Development Canada (DRDC), Ralston, Alberta on an as required basis.

The period for making call-ups against the Standing Offer is from 01/04/2018 to 31/03/2019, with two (2) additional one year option periods.

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

### **1.3 Security Requirements**

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or

security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

#### **1.4 Debriefings.**

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

### **PART 2 - OFFEROR INSTRUCTIONS**

#### **2.1 Standard Instructions, Clauses and Conditions**

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

##### **2.1.1 SACC Manual Clauses**

M0019T (2007-05-25), Firm Price and/or Rates

#### **2.2 Submission of Offers**

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

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### **2.4 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 Alberta.

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

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **3.1 Offer Preparation Instructions**

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

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

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

#### **Section I: 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 "C" Electronic Payment Instruments, to identify which ones are accepted.

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

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

### 3.1.2 Exchange Rate Fluctuation

C3011T Exchange Rate Fluctuation 2013-11-06

**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

Must meet the requirements and provide the goods and services in Annex A - Statement of Work.

#### 4.1.2 Financial Evaluation

**4.1.2.1** The total aggregate bid price will be determined as follows, as found in Annex B:

- 1). The Table of Gases: the unit pricing will be determined by multiplying column A (annual estimated usage) with column B (price per unit of volume); plus
- 2). The Table of Lease/Rental of Cylinders: the "annual" unit pricing will be multiplied by the number of estimated cylinders/containers; plus
- 3). The Table of Loss of Cylinders: the unit price of each cylinder listed; plus
- 4). The Table of Delivery Charges: the trip rate will be multiplied by number of estimated trips per year.

This will be done for each of the three years of pricing. The total sum for all 3 years will be the total aggregate bid price.

The quantities as shown in Annex B are estimated usages and for evaluation purposes only and will not form part of any resulting Standing Offer.

### 4.2 Basis of Selection

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications 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.

#### **5.1.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.1.2 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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;

- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
  3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## 6.2 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 D.

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

#### 7.1 Offer

- 7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### 7.2 Security Requirements

- 7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;

b) *Industrial Security Manual* (Latest Edition).

### **7.3 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.

#### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.3.2 Standing Offers Reporting**

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 E. 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 15 calendar days after the end of the reporting period.

### **7.4 Term of Standing Offer**

#### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 01/04/2018 to 31/03/2019.

#### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year period, 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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### 7.4.3 Delivery Points

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Drew Fisher  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address:

ATB Place, North Tower  
5<sup>th</sup> Floor – 10025 Jasper Avenue  
Edmonton, AB T5J 1S6

Telephone: 780-901-4270  
Facsimile: 780-497-3510  
E-mail address: drew.fisher@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.

### 7.5.2 Project Authority (will be inserted at contract award)

The Project Authority for the Standing Offer is:

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

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

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.

### 7.5.3 Offeror's Representative (To be completed by Offeror)

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

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

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

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

## 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Defence Research and Development Canada (DRDC).

## 7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 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.

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$7,500.00 (Applicable Taxes included).

## 7.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;

- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016-04-04), Goods (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Checklist;
- h) Annex D, Insurance Requirements;
- i) Annex E, Standing Offer Report;
- j) the Offeror's offer dated \_\_\_\_\_ (TBD)

## **7.10 Certifications and Additional Information**

### **7.10.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.11 Applicable Laws**

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

## **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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

[2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

#### **7.2.2 SACC Manual Clauses**

H1000C (2008-05-12) Single Payment  
A9117C (2007-11-30) T1204-Direct Request by Customer Department  
C2000C (2007-11-30) Taxes - Foreign-based Contractor  
C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

Delivery must be made within 7 calendar days from receipt of a call-up against the Standing Offer. There may be a request for urgent delivery which would require delivery within 24 hours from receipt of a call-up.

### **7.4 Payment**

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

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

#### **7.4.1 SACC Manual Clauses**

SACC Manual clause H1000C (2008-05-12) Single Payment  
A9117C (2007-11-30) T1204-Direct Request by Customer Department  
C2000C (2007-11-30) Taxes - Foreign-based Contractor  
C2605C 2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

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

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **7.5 Invoicing Instructions**

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

Each invoice must be supported by:

- a) Call-up number for which the order was placed in order to be paid.

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.

## **7.6 Insurance Requirements**

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

## **7.7 SACC Manual Clauses**

A9039C (2008-05-12), Salvage  
A9062C (2011-05-16), Canadian Forces Site regulations  
B1505C (2006-06-16), Shipment of Hazardous Materials  
B7500C (2006-06-16), Excess Goods  
D0018C (2007-11-30), Delivery and Unloading  
D3015C (2007-11-30), Dangerous Goods/Hazardous Products  
G1001C (2013-11-06) Insurance-Specific Requirements

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1.0 SCOPE**

##### **1.1 Identification**

This Statement of Work (SOW) identifies the work or the supply of all labour, tools, materials, equipment, transportation, maintenance and supervision necessary for the supply and delivery of various gases to Department of National Defence, the Defence Research & Development Canada (DRDC) Suffield, Ralston, AB as detailed herein on an 'as required' basis.

##### **1.2 Background**

1.2.1 Defence R&D Canada Suffield is a civilian Agency of the Department of National Defence located on the Canadian Forces Base (CFB) Suffield Base in Ralston, Alberta. All orders are placed through the Procurement Section and no order is to be delivered without an authorized Purchase Order or Call Up attached.

1.2.2 CFB Suffield Base is a controlled facility. Unescorted access to the facility requires a basic level security clearance of "reliability status". Contractors will be required to abide by all security precautions and regulations and be expected to have the appropriate clearance or be refused entry to this facility.

1.2.3 CFB Suffield is a Federal Government facility so all applicable Federal, Provincial and Municipal Laws and regulations in the supply of and transporting of goods apply.

1.2.4 Where gases are provided in Contractor-owned cylinders/dewars the following will apply: Gases must be delivered in Contractor-owned cylinders/dewars. Pickup of empty cylinders/dewars shall be the Contractor's responsibility, and the Contractor will be responsible for pickup and delivery of cylinders/dewars.

1.2.5 Cylinders/dewars must be in good working order. The Contractor must replace, without charge, any product lost as a result of any deficiencies in the cylinders/dewars.

##### **1.3 Purpose**

This SOW is to provide the direction required to supply, deliver and maintain compressed gases, cylinders and their required accessories to meet the operational requirement of DRDC Suffield for a period of one year with two additional option years to be exercised individually at the sole discretion of the DRDC Suffield.

##### **1.4 Security**

1.4.1 There is a security requirement with this statement of work. All Contractors and their subcontractors must be cleared reliability status to be granted unescorted access in the performance of their duties to DRDC Suffield.

1.4.2 Controlled Goods Certification is NOT required.

## 1.5 Deliverables

1.5.1 The Contractor will provide compressed gas cylinders of various types and sizes as identified in Annex A attached at a quarterly lease rate per cylinder. The cylinders will be clearly marked with the Contractors company name and serial number for ease of identification.

1.5.2 The Contractor must identify and security clear any and all sub contractors.

## 1.6 Acceptance

1.6.1 The Project Authority shall acknowledge the acceptance of deliverables under separate correspondence. If the contractor has not received a notification to the contrary within ten (10) working days, the deliverable will be deemed to have been accepted. Products received without signed Purchase Order or Call Up authorization from the Local Procurement Office will be returned at the earliest convenience of DND at the Contractors expense.

## 2.0 TASKS

This SOW identifies a requirement for completion of the following tasks:

1. Delivery
2. Cylinder Lease
3. Gas Cylinders

### 2.1 Delivery

2.1.1 The Contractor must deliver all products to the DRDC Suffield delivery location as directed by the Call Up authority.

2.1.2 Deliveries will be made during regular working hours, Monday to Friday 8:00am to 4:30pm. The Contractor will pick up the empty cylinders for return when delivering fresh product unless specifically requested otherwise.

2.1.3 The Contractor must meet delivery timelines. Delivery must be made within 7 calendar days from receipt of a call-up against the Standing Offer; some requirements may require expedited delivery when specified.

2.1.4 The Contractor will provide filled cylinders/dewars of various compressed gases as identified in the Basis of Payment on an "as required" basis.

2.1.5 The Contractor must deliver all products in properly identified cylinders/dewars.

2.1.6 The Contractor must provide WHMIS, TDG or product safety information for each shipment in accordance with Federal, Provincial and Local regulation or upon request of the DRDC Suffield representative or the Procurement Authority.

2.1.7 The Contractor must provide a clear and legible packing slip, Bill of Lading or Waybill for each delivery to the DRDC Suffield representative. The Contractor must indicate the Purchase Order number for the order on each packing slip, B of L or Waybill.

2.1.8 The Contractors representative delivering the product must sign and print their name legibly on the waybill for reference in case of discrepancies.

2.1.9 Delivery locations include Building 1 (rear) Gas Cylinder Storage Rack, Building 560 Gas Cylinder Storage Rack and Building 10 (loading dock). All gas cylinders are to be delivered and placed in the appropriate cylinder storage as specified on Purchase Order or Call Up. Empty gas cylinders will be picked up from either Building 1,10 or Building 560 storage as required.

2.1.10 Delivery vehicle must have operational lift tailgate to load and offload gas cylinders from gas cylinder storage facilities.

## **2.2 Cylinder Leasing**

2.2.1 All contractor-owned cylinders will be billed on a quarterly lease.

2.2.2 The cylinder lease will be a fixed quarterly fee per cylinder. Invoices will be generated quarterly based on the cylinder count at time of billing. Invoices will be issued at the conclusion of the quarterly period based on the cylinder count at end of the period.

2.2.3 The Contractor will pick up the empty cylinders for return when delivering fresh product unless specifically requested otherwise to avoid unnecessary lease charges.

## **2.3 Gas Cylinders**

2.3.1 All gas cylinders supplied must be fitted with and conform to the Canadian Gas Association (CGA) Standards.

2.3.2 Cylinders must be equipped with valves sealed with Teflon tape as opposed to using thread sealing compound, i.e. pipe dope.

2.3.3 Any cylinder which is delivered with a seized or difficult to open valve must be replaced by the Contractor at the Contractors expense.

2.3.4 Re-certification including re-stamping of Canada-owned cylinders must be provided if required.

## **3.0 DELIVERY LOCATION**

Defence R&D Canada Suffield  
Bldg 1, Bldg 560, Bldg 10 as required  
Ralston Alberta T0J 2N0

**ANNEX "B"**

**BASIS OF PAYMENT**

All prices to include supply, delivery and off-loading at Defence Research and Development Canada, Ralston, Alberta

The quantities as shown in Annex B are estimated usages for evaluation purposes only and will not form part of any resulting Standing Offer

Applicable taxes are to be excluded from the prices identified herein.  
Taxes, if applicable, are to be added to the invoice as a separate item.

**Table 1. For the Standing Offer Period (01 April 2018 to 31 March 2019)**

**1) Table of Gases: FOB DESTINATION**

ITEM	DESCRIPTION	SIZE	A. ESTIMATED ANNUAL USAGE	B. PRICE PER CYLINDER
1	AIR H HYDROCARBON FREE (AIR ULTRA ZERO AIR)	8.66 M3	30 cylinders	\$
2.	ARGON	9.29 M3	10 cylinders	\$
3.	CARBON DIOXIDE WITH SYPHON	29.48 KG	50 cylinders	\$
4.	CARBON DIOXIDE WITHOUT SYPHON	29.48 KG	55 cylinders	\$
5.	HYDROCARBON 5.0 UHP	5.38 M3	25 cylinders	\$
6.	MEDICAL GRADE AIR	6.83 M3	25 cylinders	\$
7.	MEDICAL GRADE OXYTEN	6.89 M3	25 cylinders	\$
8.	HELIUM UHP GRADE HE.50 UH-T	7.73 M3	50 cylinders	\$
9.	NITROGEN ULTRA HIGH PURITY 99.999%	6.27 M3	50 cylinders	\$
10.	LIQUID HELIUM	100L	6 cylinders	\$
11.	LIQUID NITROGEN CLASS 2.2 UN 1977	109 M3	15 cylinders	\$

**2) Lease/Rental of Cylinders**

ITEM	DESCRIPTION	SIZE	ESTIMATED NUMBER	PRICE ANNUAL
1.	PRESSURE CYLINDERS	ALL SIZES	250	\$ _____/CYLINDER
2.	LIQUID CONTAINERS	100L HELIUM	2	\$ _____/CONTAINER
3.	LIQUID CONTAINERS	180L CO2	2	\$ _____/CONTAINER
4.	LIQUID CONTAINERS	100LB NITROGEN	2	\$ _____/CONTAINER

Note: In the case of different sizes of bottles, the tenderer must indicate the size of the bottles supplied.

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File No. - N° du dossier  
EDM-7-40169

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

### 3) Loss of Cylinders:

In the event that a bottle is lost or damaged without the possibility of repair, its replacement value will be considered as:

ITEM	DESCRIPTION	PRICE OF REPLACEMENT
A	CYLINDERS OF UNDER 2.77 CUBIC METERS	\$ _____/CYLINDER
B	CYLINDERS OF OVER 2.77 AND UNDER 6 CUBIC METERS	\$ _____/CYLINDER
C	CYLINDERS OF 6 CUBIC METERS OR MORE	\$ _____/CYLINDER
D	CYLINDER 100L HELIUM	\$ _____/CYLINDER
E	CYLINDER 180L CO2	\$ _____/CYLINDER
F	CYLINDER 100LB NITROGEN	\$ _____/CYLINDER

### 4) Delivery Charges:

All inclusive rates including off-loading of full cylinders and loading of empty cylinders. In addition, there is the possibility of delivery required to each building however only one trip rate is billable as both locations are in close proximity to each other.

DESCRIPTION	ESTIMATED NUMBER	PRICE PER TRIP
To Building 560, Building 10 and Building 1	52 trips per year	\$ _____/trip

Note: A trip is the return journey from the Offeror's place of business to Building 560, Building 10 and/or Building 1, located at CFB Suffield, Ralston, Alberta, Canada.

**5) Hazardous Material Fee:** \$ \_\_\_\_\_/delivery, if applicable  
(This fee does not form a part of total aggregate bid price for financial evaluation)

### 6) Prices for other related products

Price for other related products or specialty gases/mixtures not listed herein shall be offered at the current published price listing less a discount of \_\_\_\_\_%.

**Table 2. For the Standing Offer for Option Year 1 (Period 01 April 2019 to 31 March 2020)**

**1) Table of Gases: FOB DESTINATION**

ITEM	DESCRIPTION	SIZE	A. ESTIMATED ANNUAL USAGE	B. PRICE PER CYLINDER
1	AIR HHYDROCARBON FREE (AIR ULTRA ZERO AIR)	8.66 M3	30	\$
2.	ARGON	9.29 M3	10	\$
3.	CARBON DIOXIDE WITH SYPHON	29.48 KG	50	\$
4.	CARBON DIOXIDE WITHOUT SYPHON	29.48 KG	55	\$
5.	HYDROCARBON 5.0 UHP	5.38 M3	25	\$
6.	MEDICAL GRADE AIR	6.83 M3	25	\$
7.	MEDICAL GRADE OXYTEN	6.89 M3	25	\$
8.	HELIUM UHP GRADE HE.50 UH-T	7.73 M3	50	\$
9.	NITROGEN ULTRA HIGH PURITY 99.999%	6.27 M3	50	\$
10.	LIQUID HELIUM	100L	6	\$
11.	LIQUID NITROGEN CLASS 2.2 UN 1977	109 M3	15	\$

**2) Lease/Rental of Cylinders**

ITEM	DESCRIPTION	SIZE	ESTIMATED NUMBER	PRICE ANNUAL
1.	PRESSURE CYLINDERS	ALL SIZES	250	\$ _____/CYLINDER
2.	LIQUID CONTAINERS	100L HELIUM	2	\$ _____/CONTAINER
3.	LIQUID CONTAINERS	180L CO2	2	\$ _____/CONTAINER
4.	LIQUID CONTAINERS	100LB NITROGEN	2	\$ _____/CONTAINER

**3) Loss of Cylinders:**

In the event that a bottle is lost or damaged without the possibility of repair, its replacement value will be considered as:

ITEM	DESCRIPTION	PRICE OF REPLACEMENT
A	CYLINDERS OF UNDER 2.77 CUBIC METERS	\$ _____/CYLINDER
B	CYLINDERS OF OVER 2.77 AND UNDER 6 CUBIC METERS	\$ _____/CYLINDER
C	CYLINDERS OF 6 CUBIC METERS OR MORE	\$ _____/CYLINDER
D	CYLINDER 100L HELIUM	\$ _____/CYLINDER
E	CYLINDER 180L CO2	\$ _____/CYLINDER
F	CYLINDER 100LB NITROGEN	\$ _____/CYLINDER

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#### 4) Delivery Charges:

All inclusive rates including off-loading of full cylinders and loading of empty cylinders. In addition, there is the possibility of delivery required to each building however only one trip rate is billable as both locations are in close proximity to each other.

DESCRIPTION	ESTIMATED NUMBER	PRICE PER TRIP
To Building 560, Building 10 and Building 1	52 trips per year	\$ _____/trip

Note: A trip is the return journey from the Offeror's place of business to Building 560, Building 10 and/or Building 1, located at CFB Suffield, Ralston, Alberta, Canada.

5) Hazardous Material Fee: \$ \_\_\_\_\_/delivery, if applicable  
(This fee does not form a part of total aggregate bid price for financial evaluation)

6) Prices for other related products  
Price for other related products or specialty gases/mixtures not listed herein shall be offered at the current published price listing less a discount of \_\_\_\_\_%.

### **Table 3. For the Standing Offer for Option Year 2 (Period 01 April 2020 to 31 March 2021)**

#### **1) Table of Gases: FOB DESTINATION**

ITEM	DESCRIPTION	SIZE	A. ESTIMATED ANNUAL USAGE	B. PRICE PER CYLINDER
1	AIR HHYDROCARBON FREE (AIR ULTRA ZERO AIR)	8.66 M3	30	\$ _____
2.	ARGON	9.29 M3	10	\$ _____
3.	CARBON DIOXIDE WITH SYPHON	29.48 KG	50	\$ _____
4.	CARBON DIOXIDE WITHOUT SYPHON	29.48 KG	55	\$ _____
5.	HYDROCARBON 5.0 UHP	5.38 M3	25	\$ _____
6.	MEDICAL GRADE AIR	6.83 M3	25	\$ _____
7.	MEDICAL GRADE OXYTEN	6.89 M3	25	\$ _____
8.	HELIUM UHP GRADE HE.50 UH-T	7.73 M3	50	\$ _____
9.	NITROGEN ULTRA HIGH PURITY 99.999%	6.27 M3	50	\$ _____
10.	LIQUID HELIUM	100L	6	\$ _____
11.	LIQUID NITROGEN CLASS 2.2 UN 1977	109 M3	15	\$ _____

#### **2) Lease/Rental of Cylinders**

ITEM	DESCRIPTION	SIZE	ESTIMATED NUMBER	PRICE ANNUAL
1.	PRESSURE CYLINDERS	ALL SIZES	250	\$ _____/CYLINDER
2.	LIQUID CONTAINERS	100L HELIUM	2	\$ _____/CONTAINER
3.	LIQUID CONTAINERS	180L CO2	2	\$ _____/CONTAINER

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4.	LIQUID CONTAINERS	100LB NITROGEN	2	\$ _____/CONTAINER
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**3) Loss of Cylinders:**

ITEM	DESCRIPTION	PRICE OF REPLACEMENT
A	CYLINDERS OF UNDER 2.77 CUBIC METERS	\$ _____/CYLINDER
B	CYLINDERS OF OVER 2.77 AND UNDER 6 CUBIC METERS	\$ _____/CYLINDER
C	CYLINDERS OF 6 CUBIC METERS OR MORE	\$ _____/CYLINDER
D	CYLINDER 100L HELIUM	\$ _____/CYLINDER
E	CYLINDER 180L CO2	\$ _____/CYLINDER
F	CYLINDER 100LB NITROGEN	\$ _____/CYLINDER

**4) Delivery Charges:**

All inclusive rates including off-loading of full cylinders and loading of empty cylinders. In addition, there is the possibility of delivery required to each building however only one trip rate is billable as both locations are in close proximity to each other.

DESCRIPTION	ESTIMATED NUMBER	PRICE PER TRIP
To Building 560, Building 10 and Building 1	52 trips per year	\$ _____/trip

Note: A trip is the return journey from the Offeror's place of business to Building 560, Building 10 and/or Building 1, located at CFB Suffield, Ralston, Alberta, Canada.

5) Hazardous Material Fee: \$ \_\_\_\_\_/delivery, if applicable  
(This fee does not form a part of total aggregate bid price for financial evaluation)

6) Prices for other related products  
Price for other related products or specialty gases/mixtures not listed herein shall be offered at the current published price listing less a discount of \_\_\_\_\_%.

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## **ANNEX "C"**

### **SECURITY REQUIREMENTS CHECK LIST**

(See document attached)

## ANNEX "D"

### 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.
  - (l) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

- (m) 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.

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.

## **2.0 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.

### **3. Environmental Impairment Liability Insurance**

- 3.1. The Contractor must obtain Storage Tank Third Party 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
- 3.2. 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.
- 3.3. The Storage Tank Third Party 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (c) Separation of Insureds: 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.
  - (d) 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.
  - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
  - (f) Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

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EDM100  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "E"**

**STANDING OFFER USAGE REPORT**

**Quarterly Usage Report Schedule:**

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

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

<b>Supplier Name</b>	<b>Standing Offer Name</b>
<b>Standing Offer Number</b>	<b>Reporting Period</b>
<b>Standing Offer Authority</b>	Drew Fisher

<b>Call-up Number</b>	<b>Dollar Value (Taxes included)</b>
<b>(A) Total Dollar Value Call-ups for this reporting period:</b>	
<b>(B) Accumulated Call-up totals to date:</b>	
<b>(A+B) Total Accumulated Call-ups</b>	

**NIL REPORT:** During the above reporting period there have been no call-ups issued against this Standing Offer ( ).

<b>PREPARED BY:</b>	
<b>NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

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

Solicitation No. - N° de l'invitation  
W7702-186042/A  
Client Ref. No. - N° de réf. du client  
W7702-186042

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-7-40169

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



Government of Canada

Gouvernement du Canada

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Contract Number / Numéro du contrat

W7702-186042

Security Classification / Classification de sécurité  
unclassified

SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A. CONTRACT INFORMATION / PARTIE A. INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DND		2. Branch or Directorate / Direction générale ou Direction DRDC
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Provision of Compressed Gases to Defence R&D Canada Suffield		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
3. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité  
unclassified

Canada



Contract Number / Numéro du contrat W7702-186042
Security Classification / Classification de sécurité unclassified

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITE | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux : 10b unclassified work being performed off site, unscreened personnel may access public reception zones only

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				CGSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).