



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

Réception des soumissions - TPSGC / Bid Receiving  
- PWGSC

1550, Avenue d'Estimauville  
1550, D'Estimauville Avenue

Québec  
Québec  
G1J 0C7

**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**

TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec  
Québec  
G1J 0C7

<b>Title - Sujet</b> OC propane BFC Bagotville	
<b>Solicitation No. - N° de l'invitation</b> W0138-17A008/B	<b>Date</b> 2018-08-14
<b>Client Reference No. - N° de référence du client</b> W0138-17A008	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCL-050-17460
<b>File No. - N° de dossier</b> QCL-7-40334 (050)	<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 2018-09-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> Voir doc	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Martinich, Estefania	<b>Buyer Id - Id de l'acheteur</b> qcl050
<b>Telephone No. - N° de téléphone</b> (418)649-2782 ( )	<b>FAX No. - N° de FAX</b> (418)648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE 3E ESCADRE BAGOTVILLE C.P. 5000, succ. Bureau-chef Attn: Achats, Bat 225 ALOUETTE Québec G0V1A0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</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>

**This bid solicitation cancels and supersedes previous bid solicitation number W0138-17A008/A, dated May 25, 2018 with a closing of July 4th, 2018 at 2:00pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	5
2.4 APPLICABLE LAWS.....	5
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>6</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION .....	7
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	8
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	8
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>9</b>
<b>A. STANDING OFFER.....</b>	<b>9</b>
6.1 OFFER.....	9
6.2 SECURITY REQUIREMENTS .....	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF STANDING OFFER .....	9
6.5 AUTHORITIES .....	9
6.6 IDENTIFIED USERS.....	10
6.7 CALL-UP INSTRUMENT.....	10
6.8 LIMITATION OF CALL-UPS .....	10
6.9 FINANCIAL LIMITATION.....	10
6.10 PRIORITY OF DOCUMENTS .....	11
6.11 PERIODIC USAGE REPORTS - STANDING OFFER.....	11
6.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	11
6.13 APPLICABLE LAWS.....	12
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>12</b>
6.1 REQUIREMENT .....	12
6.2 STANDARD CLAUSES AND CONDITIONS.....	12
6.3 TERM OF CONTRACT .....	12
6.4 PAYMENT .....	12

N° de l'invitation - Sollicitation No.  
W0138-17A008/B  
N° de réf. du client - Client Ref. No.  
W0138-17A008

N° de la modif - Amd. No.  
File No. - N° du dossier  
QCL-7-40334

Id de l'acheteur - Buyer ID  
QCL050  
N° CCC / CCC No./ N° VME - FMS

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6.5	INVOICING INSTRUCTIONS .....	13
6.6	INSURANCE – NO SPECIFIC REQUIREMENT .....	13
6.7	SACC <i>MANUAL</i> CLAUSES .....	14
<b>ANNEX A – REQUIREMENT .....</b>		<b>15</b>
<b>ANNEX B - BASIS OF PAYMENT .....</b>		<b>17</b>
<b>ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS .....</b>		<b>28</b>
<b>ANNEX D - QUARTERLY REPORT – REPORTING FORM .....</b>		<b>29</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments and the Reporting form.

### **1.2 Summary**

1.2.1 The Department of National Defense (DND) has a requirement for a standing offer for the supply, delivery, transportation and off-loading of liquefied petroleum gas (propane) and propane tanks, as required by various installations within CFB Bagotville (Québec).

The requirement also includes periodic inspections, re-certifications, repairs, refilling of Crown-owned cylinders and the rental of cylinders.

The term of the Standing Offer is one year from the date of grant, with two (2) optional extension periods of one year each.

1.2.2 The requirement is subject to the provisions of the trade agreements below:

- the North American Free Trade Agreement (NAFTA),
- the Canadian Free Trade Agreement (CFTA),
- Chile,
- Colombia,
- Honduras,
- Korea,

N° de l'invitation - Sollicitation No.  
W0138-17A008/B  
N° de réf. du client - Client Ref. No.  
W0138-17A008

N° de la modif - Amd. No.  
File No. - N° du dossier  
QCL-7-40334

Id de l'acheteur - Buyer ID  
QCL050  
N° CCC / CCC No./ N° VME - FMS

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- Panama.

### **1.3 Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

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

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

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

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### **2.2 Submission of Offers**

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:

Bid receiving - PWGSC  
1550, d'Estimauville Avenue  
Québec, Québec G1J 0C7

Or by fax: (418) 648-2209

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than **seven (7) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid ( 1 hard copie)

Section II: Certifications ( 1 hard copie)

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](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: 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

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**Section II: 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**

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers.

#### **4.1.1 Financial Evaluation**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties, excise taxes and the carbon tax included.

For evaluation purposes, the bidder must establish its price based on the unit price per liter of propane paid at the refinery of its choice **on August 21, 2018** and must include the carbon tax. **The bidder must include with its bid a proof of the current carbon tax rate and a proof of the unit price per liter in effect on August 21, 2018 from the propane producer (source of supply).** Public Services and Procurement Canada reserves the right to verify the price indicated during bid evaluation. The propane price shall be rounded off to two (2) decimal places.

The total price must include all transportation and unloading charges, pick-up charges and delivery to destination as well as the carbon tax. The propane price per liter shall also include the service after installation as well as the replacement fee for defective parts.

### **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 for a total period of three (3) years (an estimated total quantity of 150,000 liters) will be recommended for issuance of a standing offer.

The prices offered for Parts 3 and 4 of the Basis of Payment will not be considered in the evaluation.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

There is no security requirement applicable to the Standing Offer.

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

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

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

Call-ups against the Standing Offer may be placed and services rendered for a period of one year from the date of grant.

##### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **two (2)** additional periods of **one (1) year each**, 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.

##### **6.4.3 Delivery Points**

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

#### **6.5 Authorities**

##### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Estefania Martinich  
Title: Procurement officer  
Public Services and Procurement Canada  
Acquisitions Branch

N° de l'invitation - Solicitation No.  
W0138-17A008/B  
N° de réf. du client - Client Ref. No.  
W0138-17A008

N° de la modif - Amd. No.  
File No. - N° du dossier  
QCL-7-40334

Id de l'acheteur - Buyer ID  
QCL050  
N° CCC / CCC No./ N° VME - FMS

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Address: 1550 d'Estimauville Avenue., Québec (Québec) G1J 0C7  
Telephone: 418 649-2782  
Facsimile: 418 648-2209  
E-mail address: [Estefania.Martinich@tpsgc-pwgsc.gc.ca](mailto:Estefania.Martinich@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 6.5.2 Project Authority

The Project Authority for the Standing Offer is:

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.

### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: CFB Bagotville (Québec).

### 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using the duly completed form *PWGSC-TPSGC 942 Call-up Against a Standing Offer*. The form is available through [PWGSC Forms Catalogue](#) website.

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.

### 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 15 000 (Applicable Taxes included).

### 6.9 Financial Limitation

The total annual cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 50 000 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total annual cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, **or two (2)** months before the expiry date of the Standing Offer,

whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.10 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) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Electronic payment instruments;
- g) Annex D, Quarterly report – Reporting form;
- h) the Offeror's offer dated (*to be completed at the issue of the Standing Offer*).

## 6.11 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex E. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis.

The data must be submitted no later than fifteen (15) calendar days after the end of the reporting period. The reports must be submitted at the following email address:

[Estefania.Martinich@tpsgc-pwgsc.gc.ca](mailto:Estefania.Martinich@tpsgc-pwgsc.gc.ca)

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

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

### 6.12.2 Certifications

The following conditions must be respected for the duration of the standing offer and all subsequent contract which would be in effect beyond the period of the standing offer:

- a) The Offeror must hold all valid certificates of qualification, licenses and permits required in the propane industry to carry out the work described in Annex A;

- 
- b) The Offeror must be in possession of valid certificates required by the appropriate authorities that regulate the storage and handling of propane, as well as facilities, equipment and appliances that use propane; and
  - c) The Offeror must be prepared to show its documents, upon request by a representative of the client department or to any other authorized person.

### **6.12.3 SACC Manual Clauses**

M3501C (2008-05-12) Price Adjustment - Petroleum Products

### **6.13 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

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

#### **6.2.1 General Conditions**

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

### **6.3 Term of Contract**

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

Call-ups against the Standing Offer may be placed and services rendered for a period of one year from the date of grant.

#### **6.3.2 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of 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 for a cost (determined in the Call-up Against the Standing Offer). Customs duties and carbon tax included and applicable taxes are extra.

#### **6.4.2 Limitation of Price**

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

#### **6.4.3 C2505C (2008-05-12) Propane - Provincial Fuel Tax Excluded**

Provincial fuel tax **is not applicable** to propane when used for heating or power generation purposes and is excluded from the Contract Price.

#### **6.4.4 Multiple payments**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### **6.4.5 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);

#### **6.5 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.

The Contractor must provide printed meter slips, attached to the applicable invoices, for each bulk propane delivery to confirm the quantities delivered.

The Contractor must also provide a proof of the carbon tax rate that was in effect at the time of the deliveries that appear on his invoices.

2. Invoices must be distributed as follows:

The original and two (2) copies must be forwarded to the billing address shown on page 1 of the Contract for certification and payment.

#### **6.6 Insurance – No specific requirement**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

N° de l'invitation - Solicitation No.  
W0138-17A008/B  
N° de réf. du client - Client Ref. No.  
W0138-17A008

N° de la modif - Amd. No.  
File No. - N° du dossier  
QCL-7-40334

Id de l'acheteur - Buyer ID  
QCL050  
N° CCC / CCC No./ N° VME - FMS

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## 6.7 **SACC Manual Clauses**

<b>Section</b>	<b>Term</b>	<b>Date</b>
<a href="#"><u>A9020C</u></a>	Cylinder Hook-up	2006-06-16
<a href="#"><u>A9062C</u></a>	Canadian Forces Site Regulations	2011-05-16
<a href="#"><u>B1505C</u></a>	Shipment of Dangerous Goods/Hazardous Products	2016-01-28
<a href="#"><u>D3010C</u></a>	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
<a href="#"><u>D3015C</u></a>	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance	2014-09-25

## **ANNEX A – REQUIREMENT**

### **1. Identification**

- a. The Department of National Defense (DND) has a requirement for a standing offer for the supply, delivery, transportation and off-loading of liquefied petroleum gas (propane) and propane tanks, as required by various installations within CFB Bagotville, Québec.
- b. The requirement also includes periodic inspections, re-certifications, repairs, refilling of Crown-owned cylinders and the rental of cylinders. Contractor must pick up cylinders for refilling and return them to DND site upon completion, or to do work on DND site.

### **2. Scope of work**

#### **2.1 Propane Tank**

- a. Each DND location will have various cylinder/tanks owned by DND and will only require a periodic inspections, re-certifications and scheduled refilling.
- b. The tank locations, tank sizes and quantities are listed in section 3.1 “Tanks and Locations”.

##### **2.1.1 Rental of Propane Tanks**

- a. Delivery, off-loading, installation, blocking of the propane tank(s) and removal (at the end of the rental period) is the responsibility of the Contractor. Installation and removal of the propane tanks will be arranged and mutually agreed between both DND and the Contractor.
- b. The Contractor is responsible for any repairs required to restore the tanks to good workable condition providing that the repairs are not due to misuse of equipment. If repairs are required due to misuse of equipment (use beyond the manufacture's operating instructions), DND will be responsible for the repair of all propane cylinder/tank(s).

##### **2.1.2 General**

- a. Each propane cylinder/tank must have a tracking identification number and all cylinders must be visually inspected by the Contractor prior to being filled, in accordance with provincial inspection norms.

##### **2.1.3 Tank removal**

- a. At the end of the term of the standing offer, the supplier shall be responsible for removing and emptying all tanks leased by it at no charge and providing a credit to the client-ministry for the remaining propane. The credit shall be based on the propane price in effect at the time the tanks are removed.

### **3. Delivery**

- a. The Offeror must be able to provide bulk tank rental services.

- b. The Offeror must deliver all products within forty-eight (48) hours from receipt of order during regular business hours.
- c. The Offeror must be able to accept "Emergency" orders and deliver all products within forty-eight (48) hours from request/call-up; therefore, the Offeror is required to provide a contact name, position or individual and contact number for after-hours calls.
- d. Offeror methods of handling, delivery and management of propane shall conform to the most current Federal and Provincial laws or regulations.
- e. Offeror delivery vehicles must be equipped with meters capable of providing printed meter slips.
- f. The Offeror must provide printed meter slips for each delivery of bulk propane.

### 3.1 Tanks and Locations

Unit	Location	Needed period (inclusive)	Tank rental required per month	Total number of tanks to fill	Tank size	Frequency
Arena	Building B306	Sep to May	8	25	33.3 lbs	2 weeks
HAZMAT	Building B225	Annual	12	12	33.3 lbs	2 weeks
DOIB	Building B218	May to Sep	0	1	2000 US Gal	2 weeks

### 4. Contractor's Use of Site

- a. Movement within the controlled area will be restricted to the locations listed in section 3.1 "Tanks and Locations".
- b. Offeror must not unreasonably encumber site with materials or equipment.
- c. Offeror must execute work with the least possible interference or disturbance to occupants and normal use of premises.

### 5. Health and Safety Requirement

#### 5.1 Hazardous Material

- a. All hazardous material (HAZMAT) must be identified and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS).

## ANNEX B - BASIS OF PAYMENT

- All firm unit prices are in Canadian dollars.
- The Offeror's price must include all delivery, handling and installation costs at the locations mentioned in Annex A.
- The meter slips must be supplied upon delivery to confirm the quantities delivered.
- The following fees must always be shown separately on the invoice:
  - a) Hazardous material charges
  - b) Goods and Services Tax (GST)
  - c) Provincial Sales Tax {PST}
- All unit prices in the basis of payment will remain firm (profit margin, tank rental, inspection services and certifications and losses or damage to the tanks) with the exception of the carbon tax and the unit price per liter for propane. This will be adjusted with the supplier's propane price which will be determined as below.
- Quantities requested in the Basis of Payment are not guaranteed. Call-ups will be made based on the current condition of the tanks and the customer's needs. The quantity indicated is estimated and serves in particular to know the price of the suppliers and for evaluation purposes.

### Price Adjustments - Propane in bulk

The total price of propane by liter indicated herein for bulk propane may be increased or decreased based on changes in the propane price charged to the supplier and in the carbon tax. All such increases and decreases shall be substantiated with copies of the notice of increase/decrease provided to the distributor by the propane producer (ex: BP Canada Energy Company). Changes in the carbon tax must be also justified by official notices from the Quebec government.

Price adjustments shall be made on a monthly basis for the 1st of each month based on the average price of all the variations that occurred during the period from the 21st day to the 20th day of the previous period inclusively.

A notice of price adjustment will be required to be provided to the Contracting Authority on the 20th day of the month preceding the price change, or on the first subsequent business day, and an amendment to the standing offer will be issued to reflect the price adjustment. The price adjustment will be in effect from the 1st to the last day of the month inclusively.

If the Contracting Authority so requires, purchase prices will be justified by providing copies of the new price lists from the supplier (s) or copies of invoices bearing the prices charged before and after the fluctuations.

The following table is an example of the price adjustment for the month of MARCH 2018 for propane services for a particular region using the average price of variations that occurred from January 21st to February 20<sup>th</sup> 2018:

#### VARIATIONS - MONTH OF JANUARY

Jan 21	32.50
Jan 22	32.50
Jan 23	32.50
Jan 24	32.50
Jan 25	31.00
Jan 26	31.50
Jan 27	32.50

#### VARIATIONS - MONTH OF FEBRUARY

Feb 01	32.50
Feb 02	34.50
Feb 03	34.50
Feb 04	34.50
Feb 05	34.50
Feb 06	34.50
Feb 07	31.40

N° de l'invitation - Sollicitation No.  
W0138-17A008/B  
N° de réf. du client - Client Ref. No.  
W0138-17A008

N° de la modif - Amd. No.  
File No. - N° du dossier  
QCL-7-40334

Id de l'acheteur - Buyer ID  
QCL050  
N° CCC / CCC No./ N° VME - FMS

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Jan 28	32.50	Feb 08	30.20
Jan 29	32.50	Feb 09	30.80
Jan 30	32.50	Feb 10	31.40
Jan 31	32.50	Feb 11	31.10
		Feb 12	31.10
		Feb 13	31.10
		Feb 14	29.60
		Feb 15	30.90
		Feb 16	30.90
		Feb 17	30.00
		Feb 18	29.00
		Feb 19	29.00
		Feb 20	29.00

In this example, the average price from January 21st to February 20th was: \$30.80 and to this price, the supplier will then add his profit margin and the carbon tax costs for a firm ALL-INCLUSIVE unit price for the month.

**Ex: \$30.80 (unit price per liter from the propane producer) + \$15.00 (profit margin) + + \$0.0273 (carbon tax) = \$45.83 all-inclusive firm unit price for the month of March 2018.**

**A - Initial period (one year from date of grant)**

**PART 1**

DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT PRICE PER LITER (B)	PROFIT MARGIN PER LITER (C)	CARBON TAX PER LITER (D)	TOTAL ESTIMATED PRICE (X) (A*(B+C+D))
PRICE OF PROPANE, SUBJECT TO VARIATION IN ACCORDANCE WITH THE SUPPLIER'S PRICE <i>(Profit margin will be firm all year and must include all additional fees, profits, delivery and installation, etc)</i>	50,000 LITERS	\$ _____ per liter	\$ _____ per liter	\$ _____ per liter	\$ _____ per year

**PART 2A - PRICE FOR TANK 2000 US GAL**

<u>Tank 2000 US gal</u>	Estimated quantity (A)	Period (B)	Unit Price (C)	Annual Price (A*B*C)
INSPECTION SERVICES AND CERTIFICATION FOR TANKS OWNED BY THE FEDERAL GOVERNMENT (PER SERVICE)	1 per year	1 year	\$ _____ per service	\$ _____ per year
(Y) Annual Total				\$ _____ per year

**PART 2B - PRICE FOR TANKS 33.3**

**LBS**

<u>Tanks 33.3 LBS</u>	Estimated quantity (A)	Period (B)	Unit Price (C)	Annual Price (A*B*C)
PART 2B.1 - MONTHLY LEASE Arena (B306)	8 per month	9 months	\$ per month	\$ per year
PART 2B.2 - MONTHLY LEASE PHL (B77)	12 per month	12 months	\$ per month	\$ per year
PART 2B.3 - INSPECTION SERVICES AND CERTIFICATION OF TANKS OWNED BY THE FEDERAL GOVERNMENT (PER SERVICE)	3 per month	12 months	\$ per service	\$ per year
(Z) Annual Total				\$ per year

**PART 3 - Not included in annual total price**

LOSS SUFFERED FOR DAMAGES OF TANKS OWNED BY THE SUPPLIER (OR FOR IRREPARABLE DAMAGE TO TANKS) FIXED PRICE FOR THE DURATION OF THE STANDING OFFER	33.3 LBS	\$ per tank
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**PART 4 - Not included in annual total price**

TANK REPARATION SERVICES <i>(Only used in case of a wrongful use by an employee of DND)</i>	\$ /hour (Firm rate for the duration of the standing offer)
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N° de l'invitation - Solicitation No.  
W0138-17A008/B  
N° de réf. du client - Client Ref. No.  
W0138-17A008

N° de la modif - Amd. No.  
File No. - N° du dossier  
QCL-7-40334

Id de l'acheteur - Buyer ID  
QCL050  
N° CCC / CCC No./ N° VME - FMS

**PART 5**

(A) TOTAL PRICE OF THE OFFER FOR THE INITIAL PERIOD (X+Y+Z)	\$ _____ per year
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N° de l'invitation - Solicitation No.  
**W0138-17A008/B**  
 N° de réf. du client - Client Ref. No.  
**W0138-17A008**

N° de la modif - Amd. No.  
**QCL050**  
 File No. - N° du dossier  
**QCL-7-40334**

Id de l'acheteur - Buyer ID  
**QCL050**  
 N° CCC / CCC No./ N° VME - FMS

**B - First year of option**

**PART 1**

DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT PRICE PER LITER (B)	PROFIT MARGIN PER LITER (C)	CARBON TAX PER LITER (D)	TOTAL ESTIMATED PRICE (X) (A*(B+C+D))
PRICE OF PROPANE, SUBJECT TO VARIATION IN ACCORDANCE WITH THE SUPPLIER'S PRICE <i>(Profit margin will be firm all year and must include all additional fees, profits, delivery and installation, etc)</i>	50,000 LITERS	\$ _____ per liter	\$ _____ per liter	\$ _____ per liter	\$ _____ per year

**PART 2A - PRICE FOR TANK 2000 US GAL**

<u>Tank 2000 US gal</u>	Estimated quantity (A)	Period (B)	Unit Price (C)	Annual Price (A*B*C)
INSPECTION SERVICES AND CERTIFICATION FOR TANKS OWNED BY THE FEDERAL GOVERNMENT (PER SERVICE)	1 per year	1 year	\$ _____ per service	\$ _____ per year
(Y) Annual Total				\$ _____ per year

**PART 2B - PRICE FOR TANKS 33.3**

**LBS**

<u>Tanks 33.3 LBS</u>	Estimated quantity (A)	Period (B)	Unit Price (C)	Annual Price (A*B*C)
PART 2B.1 - MONTHLY LEASE Arena (B306)	8 per month	9 months	\$ _____ per month	\$ _____ per year
PART 2B.2 - MONTHLY LEASE PHL (B77)	12 per month	12 months	\$ _____ per month	\$ _____ per year
PART 2B.3 - INSPECTION SERVICES AND CERTIFICATION OF TANKS OWNED BY THE FEDERAL GOVERNMENT (PER SERVICE)	3 per month	12 months	\$ _____ per service	\$ _____ per year
(Z) Annual Total				\$ _____ per year

**PART 3 - Not included in annual total price**

	<b>33.3 LBS</b>
LOSS SUFFERED FOR DAMAGES OF TANKS OWNED BY THE SUPPLIER (OR FOR IRREPARABLE DAMAGE TO TANKS) FIXED PRICE FOR THE DURATION OF THE STANDING OFFER	\$ _____ per tank

N° de l'invitation - Solicitation No.  
W0138-17A008/B  
N° de réf. du client - Client Ref. No.  
W0138-17A008

N° de la modif - Amd. No.  
QCL050  
File No. - N° du dossier  
QCL-7-40334

Id de l'acheteur - Buyer ID  
QCL050  
N° CCC / CCC No./ N° VME - FMS

**PART 4 - Not included in annual total price**

TANK REPARATION SERVICES <i>(Only used in case of a wrongful use by an employee of DND)</i>	\$ _____/hour (Firm rate for the duration of the standing offer)
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**PART 5**

(B) TOTAL PRICE OF THE OFFER FOR THE FIRST YEAR OF OPTION (X+Y+Z)	\$ _____ per year
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N° de l'invitation - Solicitation No.  
**W0138-17A008/B**  
 N° de réf. du client - Client Ref. No.  
**W0138-17A008**

N° de la modif - Amd. No.  
**QCL050**  
 File No. - N° du dossier  
**QCL-7-40334**

Id de l'acheteur - Buyer ID  
**QCL050**  
 N° CCC / CCC No./ N° VME - FMS

**C - Second year of option**

**PART 1**

DESCRIPTION	ESTIMATED ANNUAL QUANTITY (A)	UNIT PRICE PER LITER (B)	PROFIT MARGIN PER LITER (C)	CARBON TAX PER LITER (D)	TOTAL ESTIMATED PRICE (X) (A*(B+C+D))
<b>PRICE OF PROPANE, SUBJECT TO VARIATION IN ACCORDANCE WITH THE SUPPLIER'S PRICE</b> <i>(Profit margin will be firm all year and must include all additional fees, profits, delivery and installation, etc)</i>	50,000 LITERS	\$ _____ per liter	\$ _____ per liter	\$ _____ per liter	\$ _____ per year

**PART 2A - PRICE FOR TANK 2000 US GAL**

<u>Tank 2000 US gal</u>	Estimated quantity (A)	Period (B)	Unit Price (C)	Annual Price (A*B*C)
<b>INSPECTION SERVICES AND CERTIFICATION FOR TANKS OWNED BY THE FEDERAL GOVERNMENT (PER SERVICE)</b>	1 per year	1 year	\$ _____ per service	\$ _____ per year
<b>(Y) Annual Total</b>				\$ _____ per year

**PART 2B - PRICE FOR TANKS 33.3**  
**LBS**

Tanks 33.3 LBS	Estimated quantity (A)	Period (B)	Unit Price (C)	Annual Price (A*B*C)
PART 2B.1 - MONTHLY LEASE Arena (B306)	8 per month	9 months	\$ per month	\$ per year
PART 2B.2 - MONTHLY LEASE PHL (B77)	12 per month	12 months	\$ per month	\$ per year
PART 2B.3 - INSPECTION SERVICES AND CERTIFICATION OF TANKS OWNED BY THE FEDERAL GOVERNMENT (PER SERVICE)	3 per month	12 months	\$ per service	\$ per year
(Z) Annual Total				\$ per year

**PART 3 - Not included in annual total price**

	<b>33.3 LBS</b>
LOSS SUFFERED FOR DAMAGES OF TANKS OWNED BY THE SUPPLIER (OR FOR IRREPARABLE DAMAGE TO TANKS) FIXED PRICE FOR THE DURATION OF THE STANDING OFFER	\$ per tank

N° de l'invitation - Solicitation No.  
W0138-17A008/B  
N° de réf. du client - Client Ref. No.  
W0138-17A008

N° de la modif - Amd. No.  
QCL050  
File No. - N° du dossier  
QCL-7-40334

Id de l'acheteur - Buyer ID  
QCL050  
N° CCC / CCC No./ N° VME - FMS

**PART 4 - Not included in annual total price**

TANK REPARATION SERVICES <i>(Only used in case of a wrongful use by an employee of DND)</i>	\$ _____/hour (Firm rate for the duration of the standing offer)
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**PART 5**

(C) TOTAL PRICE OF THE OFFER FOR THE SECOND YEAR OF OPTION (X+Y+Z)	\$ _____ per year
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TOTAL PRICE OF THE OFFER FOR THREE (3) YEARS TOTAL ESTIMATIVE QUANTITY OF 150,000 LITERS (A+B+C)	\$ _____
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N° de l'invitation - Solicitation No.

W0138-17A008/B

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

W0138-17A008

N° de la modif - Amd. No.

File No. - N° du dossier

QCL-7-40334

Id de l'acheteur - Buyer ID

QCL050

N° CCC / CCC No./ N° VME - FMS

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## **ANNEX C - 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);

