

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jaspe
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

Title - Sujet Bulk Propane	
Solicitation No. - N° de l'invitation W0127-18P012/A	Date 2018-11-06
Client Reference No. - N° de référence du client W0127-18P012	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-024-11480
File No. - N° de dossier EDM-8-41144 (024)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-12-17	Time Zone Fuseau horaire Mountain Standard Time MST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Tiet, Anthony	Buyer Id - Id de l'acheteur edm024
Telephone No. - N° de téléphone (587)926-1376 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE EDMONTON GARRISON STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada	
Security - Sécurité 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

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

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Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-8-41144

Buyer ID - Id de l'acheteur
edm024
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into 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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes.

1.2 Summary

The Department of National Defence (DND) has a requirement for a Regional Individual Standing Offer (RISO) for the supply, delivery, transportation and off-loading of liquefied petroleum gas (propane) and propane tanks in accordance with the Canadian Standards Board Specifications CAN-CGSB 3.14-2013 and the terms and conditions contained herein, as required by various locations within DND Edmonton Garrison in Edmonton, Alberta.

The requirement also includes periodic inspections, re-certifications, refilling of Crown-owned cylinders and the purchase of cylinders. Contractor must pick up cylinders for refilling and return them to DND site upon completion or to do work on DND site.

One Standing Offer (SO) will be issued against this requirement.

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

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this

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CCC No./N° CCC - FMS No./N° VME

method.

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

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

BRU: Western Region Bid Receiving Unit (Edmonton)
Address: 5th Floor, ATB Place Tower, 10025 Jasper Avenue
Edmonton, AB T5J 1S6

E-post Connect: ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca
Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Bid Fax: 780-497-3510

2.4 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.

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

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

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 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
- 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 "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Failure to meet any of the following mandatory criteria at solicitation closing will render your submission non-compliant and given no further consideration:

- 1. Compliance with the terms and conditions contained in this document.
- 2. Ability to perform the full scope of the work, as described in Annex "A".

4.1.2 Financial Evaluation

The total overall offer price will be calculated as follows:

- a) The extended price will be calculated by multiplying the estimated usage values provided by the Offeror's corresponding unit price.
- b) The total assessed offer price is the aggregate of all the extended prices for all three (3) years.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

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

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

The quarterly reporting periods are defined as follows:

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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____. (inserted at Standing Offer issuance)

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Anthony Tiet
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 5th Floor, ATB Place Tower, 10025 Jasper Avenue, Edmonton, AB T5J 1S6

Telephone: 587-926-1376
Facsimile: 780-497-3510
E-mail address: anthony.tiet@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: (inserted at Standing Offer issuance)

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.

6.5.3 Offeror's Representative (to be completed by the Offeror)

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

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

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____. (inserted at Standing Offer issuance)

6.7 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 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (Applicable Taxes included). (inserted at Standing Offer issuance)

6.9 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.10 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) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Standing Offer Reporting;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

6.11 Certifications and Additional Information

6.11.1 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 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 _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

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.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

The Work is to be performed during the period of _____ to _____. (in accordance with the call-up against the Standing Offer).

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 a *firm unit price(s)* as specified in Annex "B" for a cost of \$ (in accordance with the call-up against the Standing Offer). Customs duties are included and Applicable Taxes are extra.

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

6.4.2 SACC Manual Clauses

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

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

[H1001C](#) (2008-05-12), Multiple Payments

[M3501C](#) (2008-05-12), Price Adjustment - Petroleum Products

6.4.3 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)

6.5 Invoicing Instructions

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

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

6.7 SACC Manual Clauses

[A9019C](#) (2011-05-16), Hazardous Waste Disposal

[A9039C](#) (2008-05-12), Salvage

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

[B1505C](#) (2016-01-28), Shipment of Dangerous Goods/Hazardous Products

[B7500C](#) (2006-06-16), Excess Goods

[D3014C](#) (2007-11-30), Transportation of Dangerous Goods/Hazardous Products

[D3015C](#) (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

ANNEX "A"

REQUIREMENT

A. GENERAL

1. Description

The Department of National Defence (DND) has a requirement for a Regional Individual Standing Offer (RISO) for the supply, delivery, transportation and off-loading of liquefied petroleum gas (propane) and propane tanks in accordance with the Canadian Standards Board Specifications CAN-CGSB 3.14-2013 and the terms and conditions contained herein, as required by various locations within DND Edmonton Garrison in Edmonton, Alberta.

The requirement also includes periodic inspections, re-certifications, refilling of Crown-owned cylinders and the purchase of cylinders. Contractor must pick up cylinders for refilling and return them to DND site upon completion or to do work on DND site.

One Standing Offer (SO) will be issued against this requirement.

2. Scope of Work

2.1 Propane Tank

DND will have various cylinder/ tanks owned by DND and will only require a periodic inspections, re-certifications and scheduled refilling.

2.1.1 Rental of Propane Tanks

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.

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 Purchase of New Propane Tanks

In the event DND cylinders cannot be re-certified, the purchase of up to one hundred and fifty (150), one hundred (100) pound of cylinders and forklift cylinders per year may be required.

2.1.3 Fuel Tank Locations

Item	Location	Tank Size
1	Bldg 400 – Base POL	1 x 1450 gal
2	Bldg 413 – 1 SVC Bn POL	90 x 100 lbs cylinder (DND owned)
3	Bldg 236 – 7 CFSD	13 x 43 lbs (DND owned)
4	Bldg 236 – 7 CFSD	6 x 33 lbs (DND owned)
5	Bldg 236 – 7 CFSD	10 x 20 lbs (DND owned)

2.2 General

Each propane cylinder/tank must have a tracking Identification number.

2.2.1 Visual Cylinder Inspection

All cylinders must be visual inspection by the Contractor prior to being filled. At minimum, the inspection process must include an examination to check for the following:

- a) damage to the cylinders (for example: dents, bulges and cracks);
- b) excessive rust or pitting;
- c) absence and condition of food ring, cylinder collar or valve cover;
- d) date of manufacture or last certification;
- e) readability of required cylinder markings;
- f) overall protection device "OPD" value (if applicable);
- g) any provincial inspection standards.

3. Delivery

The Contractor must provide delivery within 72 hours after receipt of a call-up placed by the Project Authority or designated representative.

3.1 General

Method of delivery must be in accordance with the Canadian Standards Board Specifications (CAN-CGSB 3.14-2013).

Method of delivery to conform to the standards of the Canadian Underwriters Association for the storage and handling of liquefied petroleum gases as contained in the Canadian Underwriter's Association Pamphlet No. 58.

3.2 Product, Use of Pending Approval

If it is determined, following acceptance and during use, that the product does not meet the specification, the Contractor agrees to pay twenty-five percent (25%) of the price of the product used and to accept return of the balance at its own expense and refund any payments made therefor.

3.3 Metered Trucks

- a) Delivery trucks must be equipped with meters capable of giving printed meter slips.
- b) The Contractor must provide printed meter slips for each delivery of petroleum products and are to accompany the applicable invoice.
- c) Meters must measure in litres.

4. Contractor's Use of Site

4.1 Conduct of Work

For execution of the work only, subject to the following:

- a) Movement around site will be subject to restrictions imposed by the Project Authority;
- b) Do not unreasonably encumber site with materials or equipment;
- c) Maintain work in tidy condition, free from accumulation of waste products and debris; and
- d) Execute work with the least possible interference or disturbance to occupants and normal use of premises.

Contractors must not employ any unfit person or anyone unskilled in their respective duties. The Work must not be performed by any person who, in the opinion of the Project Authority, is incompetent, unsuitable or has been conducting himself/herself improperly. Project Authority reserves the right to request the dismissal from the site, workers deemed incompetent, careless, insubordinate or otherwise objectionable.

Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Project Authority, whose decision is final.

4.2 Workers' Compensation

It is mandatory that all persons performing the work be covered under the applicable workers' compensation legislation provided for the benefit of injured employees.

4.3 Safety Regulations and Labour Codes

The Contractor must adhere to all safety rules, regulations and labour codes in force in all jurisdictions where the Work is to be performed.

5. Healthy and Safety Requirement

5.1 Responsibility

All accidents are to be reported to the Project Authority immediately.

5.2 Hazardous Material

All hazardous material must be identified and labelled in accordance with the Workplace Hazardous Material Information System (WHMIS) and copies of the Material Safety Data Sheet (MSDS) must be supplied to the Project Authority.

5.3 Unforeseen Hazards

Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during the performance of work, report to Project Authority immediately.

5.4 Building Smoking Environment

Where the performance of work requires the presence of the Contractor's personnel on government premises, the Contractor must ensure that its personnel must comply with the policy of the Government of Canada which prohibits smoking on any government premises.

6. Environmental Protection Procedures

6.1 Disposal of Wastes

The following are disposals regulations:

- a) Burying of rubbish or waste materials on site is prohibited;
- b) Do not dispose of waste or volatile materials, such as, but not limited to, mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers;
- c) Costs associated with appropriate removal, transportation and disposal of wastes is the responsibility of the Contractor; and
- d) The Contractor must dispose of all rubbish and residue in accordance with existing provincial and/or municipal regulations and/or bylaws.

6.2 Drainage

Contractor must not pump contaminated water into waterways, storm drains, sanitary sewers, or drainage systems.

Contractor must control the disposal or runoff of contaminated water or other harmful substances in accordance with local authority requirements.

7. Kick-off Meeting

A kickoff meeting may be conducted for the Contractor and Project Authority to discuss the terms of the SO. This meeting provides both parties an opportunity to bring forward or answer all inquiries or questions. This meeting will be held prior to initial call-up to ensure there is no misunderstanding. Depending on the SO, this meeting can be conducted by teleconference. The Project Authority may contact the Contractor to arrange for this meeting as soon as possible after the issuance of the SO. The meeting would be expected to last approximately one hour but may vary from this time frame.

7.1 Contractor Safety Orientation

Observance of On-site Safety, Health and Environmental Standards on Protection of Property. The Contractor, employees and/or subcontractors, undertakes and agrees to comply with all DND regulations in force at the worksite, including the observance of all safety, health and environmental standards and those in place to preserve and protect DND property from loss or damage from all causes including fire.

7.2 Compliance

The Contractor is responsible to ensure that all employees and subcontractors that will be working on the site are fully briefed and have completed and signed the Contractor Safety Orientation Checklist prior to the start of any portion of the on-site work. A copy of the signed checklist is to be provided to the Project Authority. No payments will be issued until all documentation is in place.

8. Exemption Certification

Provincial fuel tax rates of propane or butane are not applicable and should be deleted from the Proposed Basis of Payment listed as Annex "B". **If used as motive fuel, an exemption certification, attached as Appendix 1, is to be provided by the Department of National Defence at time of call up or invoice relating to the propane sold.**

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APPENDIX 1

EXEMPTION CERTIFICATE

Fuel Tax on LPG purchased in Alberta for use as a motive fuel

In accordance with the Alberta Fuel Tax Act, Propane Producers and Distributors, dated January 1997, paragraph 6, Propane paid for directly by the Government of Canada (not by a government employee) is not subject to fuel tax. The Government of Canada includes all federal government departments, and a number of agencies and Crown Corporations.

The Department of National Defence is to provide the following exemption certificate on the Contract (Call up form PWGSC 942 "Call up Against a Standing Offer") or invoice relating to the propane sold. Tax must be included in the price of any propane sold to a purported government entity that did not produce an exemption certificate if it can be used for motive purposes in Alberta.

"This is to certify that the propane ordered/purchased hereby is being purchased by the Department of National Defence which is part of the Government of Canada or is a tax-free Government of Canada agency, and is therefore not subject to Alberta fuel tax."

Signature

Date

ANNEX "B"

BASIS OF PAYMENT

- It is mandatory for bidders to fully complete the tables below and submit with their bid
- Provincial fuel tax rates on propane or butane, if not for use as motive fuel, are not applicable and must be deleted from the pricing below
- Firm Unit Price must be to FOB destination including all delivery charges, customs duties, installation, removal, rental, and applicable taxes, DDP (delivery duty paid)
- Firm unit pricing must be in Canadian Dollars.
- If no firm unit price is provided, it will be taken as \$0.00 and if a percentage discount is not provided, it will be taken as zero (0).
- Threshold Discount will not form part of the evaluation and must be a separate line item on the invoice.
- Estimated usages provided is for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage expected or any commitment on the part of Canada.

Liquefied Petroleum Gas (Propane) offered herein is in accordance with the rack rate on the day of each delivery

For the Period of the Standing Offer:

1. The markup per litre will remain firm
2. The rack rate will fluctuate
3. The rack rate on the day of each delivery, will apply
4. The rack rate must be supported by refinery rack rate documentation for each delivery
5. The unit prices for the rental of the tank(s) will remain firm
6. The unit prices for the installation of tank(s) will remain firm

Location of the base:

DND Edmonton Garrison
Department of National Defence
1 SVC Bn Supply Coy CMTT
195 Avenue & Rhine Rd (83 St)
Building 236 West End Door 6
Edmonton, Alberta
T5J 4J5

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The information below will be used for evaluation purposes:

The estimated quantities are used for evaluation purposes only and will not form part of any resultant Standing Offer.

For item 1, Liquefied Petroleum Gas (propane) in each of the tables below: Firm Unit Price must consist of the price imposed by the petroleum producer (Rack Rate) on 2018-10-10 with a firm markup.

The Offeror must supply the following with their offer submission:

1. Refinery Rack Rate on 2018-10-10: \$ _____ /L
2. Refinery used: _____
3. Refinery Rack Rate notification

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YEAR ONE

Item	Description	Estimated Yearly Usage (a)	Rack rate (from 2018-10-10) (b)	Markup (c)	Net Price after Markup (a x [b + c])
1	Liquefied Petroleum Gas (Propane)	104 000 litres	\$ _____ / L	\$ _____ / L	\$ _____ / L
Liquefied Petroleum Gas (Propane) Year One Total (A):					\$ _____

Item	Description	Estimated Yearly Usage (a)	Firm Unit Price (b)	Extended Price (a x b)
2	Contractor-owned 1450 gallon tank(s)			
2a	Monthly rental fee of 1 contractor-owned 1450 gallon tank(s)	12 months	\$ _____ / month	\$ _____
2b	Installation, set-up, blocking charges of rental tank(s)	1 lot	\$ _____ / lot	\$ _____
2c	Removal of contractor-owned tank(s)	1 lot	\$ _____ / lot	\$ _____
3	Inspection and re-certification of Crown-owned cylinders	20 units	\$ _____ / unit	\$ _____
4	Purchase of 100 lb cylinders	150 units	\$ _____ / unit	\$ _____
5a	Purchase of 40 lb metal or aluminum forklift cylinders	6 units	\$ _____ / unit	\$ _____
5b	Purchase of 33 lb metal or aluminum forklift cylinders	6 units	\$ _____ / unit	\$ _____
DND Edmonton Garrison Tanks and Cylinder Total Year One (B):				\$ _____
[X] Year One TOTAL (A+B):				\$ _____

Item	Description	Discount
6	Threshold Discount - Purchase of 100 lb cylinders	
6a	For call-ups for the purchase of 100 lb cylinders between 50 – 99 units, a discount of ____ % will be applied to each unit.	_____ %
6b	For call-ups for the purchase of 100 lb cylinders between 100 – 149 units, a discount of ____ % will be applied to each unit.	_____ %
6c	For call-ups for the purchase of 100 lb cylinders of 150+ units, a discount of ____ % will be applied to each unit.	_____ %

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YEAR TWO

Item	Description	Estimated Yearly Usage (a)	Rack rate (from 2018-10-10) (b)	Markup (c)	Net Price after Markup (a x [b + c])
1	Liquefied Petroleum Gas (Propane)	104 000 litres	\$ _____ / L	\$ _____ / L	\$ _____ / L
Liquefied Petroleum Gas (Propane) Year Two Total (A):					\$ _____

Item	Description	Estimated Yearly Usage (a)	Firm Unit Price (b)	Extended Price (a x b)
2	Contractor-owned 1450 gallon tank(s)			
2a	Monthly rental fee of 1 contractor-owned 1450 gallon tank(s)	12 months	\$ _____ / month	\$ _____
2b	Installation, set-up, blocking charges of rental tank(s)	1 lot	\$ _____ / lot	\$ _____
2c	Removal of contractor-owned tank(s)	1 lot	\$ _____ / lot	\$ _____
3	Inspection and re-certification of Crown-owned cylinders	20 units	\$ _____ / unit	\$ _____
4	Purchase of 100 lb cylinders	150 units	\$ _____ / unit	\$ _____
5a	Purchase of 40 lb metal or aluminum forklift cylinders	6 units	\$ _____ / unit	\$ _____
5b	Purchase of 33 lb metal or aluminum forklift cylinders	6 units	\$ _____ / unit	\$ _____
Tanks and Cylinder Total Year Two (B):				\$ _____
[Y] Year Two TOTAL (A+B):				\$ _____

Item	Description	Discount
6	Threshold Discount - Purchase of 100 lb cylinders	
6a	For call-ups for the purchase of 100 lb cylinders between 50 – 99 units, a discount of ____ % will be applied to each unit.	_____ %
6b	For call-ups for the purchase of 100 lb cylinders between 100 – 149 units, a discount of ____ % will be applied to each unit.	_____ %
6c	For call-ups for the purchase of 100 lb cylinders of 150+ units, a discount of ____ % will be applied to each unit.	_____ %

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YEAR THREE

Item	Description	Estimated Yearly Usage (a)	Rack rate (from 2018-10-10) (b)	Markup (c)	Net Price after Markup (a x [b + c])
1	Liquefied Petroleum Gas (Propane)	104 000 litres	\$ _____ / L	\$ _____ / L	\$ _____ / L
Liquefied Petroleum Gas (Propane) Year Three Total (A):					\$ _____

Item	Description	Estimated Yearly Usage (a)	Firm Unit Price (b)	Extended Price (a x b)
2	Contractor-owned 1450 gallon tank(s)			
2a	Monthly rental fee of 1 contractor-owned 1450 gallon tank(s)	12 months	\$ _____ / month	\$ _____
2b	Installation, set-up, blocking charges of rental tank(s)	1 lot	\$ _____ / lot	\$ _____
2d	Removal of contractor-owned tank(s)	1 lot	\$ _____ / lot	\$ _____
3	Inspection and re-certification of Crown-owned cylinders	20 units	\$ _____ / unit	\$ _____
4	Purchase of 100 lb cylinder	150 units	\$ _____ / unit	\$ _____
5a	Purchase of 40 lb metal or aluminum forklift cylinders	6 units	\$ _____ / unit	\$ _____
5b	Purchase of 33 lb metal or aluminum forklift cylinders	6 units	\$ _____ / unit	\$ _____
Tanks and Cylinder Total Year Three (B):				\$ _____
[Z] Year Three TOTAL (A+B):				\$ _____
Year ONE + TWO + THREE TOTAL (X+Y+Z):				\$ _____

Item	Description	Discount
6	Threshold Discount - Purchase of 100 lb cylinders	
6a	For call-ups for the purchase of 100 lb cylinders between 50 – 99 units, a discount of ____ % will be applied to each unit.	_____ %
6b	For call-ups for the purchase of 100 lb cylinders between 100 – 149 units, a discount of ____ % will be applied to each unit.	_____ %
6c	For call-ups for the purchase of 100 lb cylinders of 150+ units, a discount of ____ % will be applied to each unit.	_____ %

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ANNEX "C"

STANDING OFFER REPORTING

Each Usage Report is to be comprised of data from completed Call Ups.

Return to:

Facsimile: (780) 497-3510
Email: WST.PA-EDM@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

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

The usage reports must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

SUPPLIER: _____
STANDING OFFER NO: _____
DEPARTMENT OR AGENCY: _____

Department	Call up Number	Dollar Value (GST Included)

(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-up Totals to Date:	
(A+B) Total Accumulated Call-ups:	

☐ **NIL REPORT:** We have not done any business with the Federal Government this period.

PREPARED BY:

NAME: _____

PHONE: _____

SIGNATURE: _____

DATE: _____

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ANNEX “D”

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)