



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

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

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

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

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

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

**Comments - Commentaires**

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

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

<b>Title - Sujet</b> Liquid Nitrogen	
<b>Solicitation No. - N° de l'invitation</b> 23295-190825/A	<b>Date</b> 2019-07-23
<b>Client Reference No. - N° de référence du client</b> 23295-190825	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-014-11655
<b>File No. - N° de dossier</b> EDM-8-41277 (014)	<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 2019-09-03</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lau, Chris	<b>Buyer Id - Id de l'acheteur</b> edm014
<b>Telephone No. - N° de téléphone</b> (780)566-2195 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES STE A202 1 OIL PATCH DR. DEVON Alberta T9G1A8 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>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS.....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS .....	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.4 APPLICABLE LAWS.....	5
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	5
<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>7</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	7
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	8
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....</b>	<b>8</b>
6.1 INSURANCE REQUIREMENTS.....	8
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>8</b>
<b>A. STANDING OFFER.....</b>	<b>8</b>
7.1 OFFER .....	8
7.2 STANDARD CLAUSES AND CONDITIONS.....	9
7.3 TERM OF STANDING OFFER.....	9
7.4 AUTHORITIES .....	10
7.5 IDENTIFIED USERS .....	10
7.6 CALL-UP INSTRUMENT .....	11
7.7 LIMITATION OF CALL-UPS.....	11
7.8 FINANCIAL LIMITATION .....	11
7.9 PRIORITY OF DOCUMENTS.....	11
7.10 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	12
7.11 APPLICABLE LAWS.....	12
7.12 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	12
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
7.1 STATEMENT OF WORK.....	12
7.2 STANDARD CLAUSES AND CONDITIONS.....	12
7.3 TERM OF CONTRACT .....	13
7.4 PAYMENT .....	13
7.5 INVOICING INSTRUCTIONS.....	14
7.6 INSURANCE REQUIREMENTS.....	14
7.7 SACC MANUAL CLAUSES .....	14
<b>ANNEX "A".....</b>	<b>15</b>

Solicitation No. - N° de l'invitation  
23295-190825/A  
Client Ref. No. - N° de réf. du client  
23295-190825

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41277

Buyer ID - Id de l'acheteur  
edm014  
CCC No./N° CCC - FMS No./N° VME

---

REQUIREMENT .....	15
<b>ANNEX "B" .....</b>	<b>16</b>
BASIS OF PAYMENT .....	16
<b>ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS .....</b>	<b>19</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	19
<b>ANNEX "D" .....</b>	<b>20</b>
INSURANCE REQUIREMENTS.....	20
<b>ANNEX "E" .....</b>	<b>22</b>
STANDING OFFER USAGE REPORT .....	22

## **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            Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Insurance Requirements and the Standing Offer Usage Report.

### **1.2 Summary**

Natural Resources Canada (NRCan) in Devon, Alberta has a requirement for a Regional Individual Standing Offer (RISO) for the provision of all labour, tools, materials, equipment, and supervision necessary for the supply and delivery of Liquid Nitrogen, as required, during the period of the Standing Offer. This requirement includes the supply, installation (including safety and control apparatus and connection to NRCan existing piping system) and maintenance of an Offeror-owned 6,000 US gallon liquid nitrogen storage system.

The Standing Offer will be valid for a period of three (3) years with two (2) additional one-year option periods.

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

### 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.

### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## 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>) 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](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 2.1.1 SACC Manual Clauses

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

### 2.2 Submission of Offers

Offers must be submitted only to 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](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: 780-497-3510

## 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

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

## Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on **August, 8 2019 at 10:00 a.m.**, Natural Resources Canada in Devon, Alberta. **Bidders must communicate with the Contracting Authority no later than 2 day(s) before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend.** Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. 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 copies)

---

### Section III: Certifications (1 hard copies)

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:

- (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](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:

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

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

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

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

Offerors must submit their financial offer in accordance with the Annex "B", Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

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

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

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (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.

**4.1.1.1.1** Compliance with the terms and conditions contained in this document.

**4.1.1.1.2** Ability to perform the full scope of the work, as described in Annex "A".

#### **4.1.2 Financial Evaluation**

**4.1.2.1** *SACC Manual* Clause [M0222T](#) (2016-01-28), Evaluation of Price

### **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 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 property 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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

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

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

---

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

## **7.2 Standard Clauses and Conditions**

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

### **7.2.1 General Conditions**

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

### **7.2.2 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 "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 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.

## **7.3 Term of Standing Offer**

### **7.3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

### **7.3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, from \_\_\_\_\_ to \_\_\_\_\_ and \_\_\_\_\_ to \_\_\_\_\_ 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.

Solicitation No. - N° de l'invitation  
23295-190825/A  
Client Ref. No. - N° de réf. du client  
23295-190825

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41277

Buyer ID - Id de l'acheteur  
edm014  
CCC No./N° CCC - FMS No./N° VME

---

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 ten (10) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 7.3.3 Delivery Points

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

## 7.4 Authorities

### 7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Christopher Lau  
Title: Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 5<sup>th</sup> Floor, ATB Place North Tower  
Telephone: 780-566-2195  
Facsimile: 780-497-3510  
E-mail address: [christopher.lau@pwgsc-tpsc.gc.ca](mailto:christopher.lau@pwgsc-tpsc.gc.ca)

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

### 7.4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 7.4.3 Offeror's Representative

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

## 7.5 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Natural Resources Canada, Devon, Alberta.

---

## 7.6 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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

or

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

## 7.7 Limitation of Call-ups

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

## 7.8 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*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 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 three (3) 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

## 7.9 Priority of Documents

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

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

- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- e) Annex "A", Statement of Work
- f) Annex "B", Basis of Payment;
- g) Annex "D", Insurance Requirements;
- h) Annex "E", Standing Offer Usage Report;
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## **7.10 Certifications and Additional Information**

### **7.10.1 Compliance**

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

### **7.11 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

### **7.12 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

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

#### **7.2.1 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.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

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

#### **7.3.2 Delivery Date**

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

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$(as per the call-up document). Customs duties are included, and Applicable Taxes are extra.

#### **7.4.2 Limitation of Expenditure**

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

#### **7.4.3 Payments**

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

#### **7.4.4 SACC Manual Clauses**

[C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor  
[C2605C](#) (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor

#### **7.4.5 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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **7.5 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **7.6 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "D". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **7.7 SACC Manual Clauses**

- [A9068C](#) (2010-01-11) Government Site Regulations
- [B1505C](#) (2016-01-28) Shipment of Dangerous Goods/Hazardous Products
- [B7500C](#) (2006-06-16) Excess Goods
- [C5201C](#) (2008-05-12) Prepaid Transportation Costs
- [D3010C](#) (2016-01-28) Delivery of Dangerous Goods/Hazardous Products

## **ANNEX "A"**

### **REQUIREMENT**

A Regional Individual Standing Offer for the provision of all labour, tools, materials, equipment, and supervision necessary for the supply and delivery of Liquid Nitrogen, as required, during the period of the Standing Offer.

This requirement includes the supply, installation and maintenance of an Offeror-owned 6000 US gallon liquid nitrogen storage system. Offeror-owned storage system must

- Include evaporator in the system (safety and control apparatus)
- Be compatible with existing NRCAN cryogenic pumping system(1/2"). Offeror to provide tie-ins that ensure NRCAN system remains operable.

Installation of Liquid Nitrogen storage system to be completed within NRCAN gated compound on concrete pad.

Repair/Maintenance of Offeror-owned Storage Systems:

The Offeror must provide one (1) 6000 US gallon (water volume) Liquid Nitrogen storage system.

Offeror-owned storage system provided is to be kept in good working order and is to be maintained and serviced (including all necessary adjustments, repairs and preventive maintenance) by the Offeror at no extra cost to Canada.

The Offeror will replace, without charge, any product lost as a result of any deficiencies when the system is installed or when conducting preventative maintenance.

Any change to the Offeror's equipment is not to interfere or interrupt the continuous supply of products.

Performance:

Installation of the storage system to commence within fourteen (14) days of delivery and to be completed within three (3) days from commencement.

The Offeror is to coordinate the changeover of the storage system with the existing Contractor, if necessary, in order to facilitate and minimize transition costs.

Delivery:

Deliveries must be made during regular working hours of 7:30 a.m. and 5:00 p.m., Monday through Friday. No deliveries are to be made on weekends or statutory holidays unless otherwise instructed by an authorized representative of NRCAN, Western Research Center, Devon, Alberta.

Canada will provide the Offeror with reasonable notice for deliveries. Delivery schedules for the product, any service or maintenance will be made and mutually agreed upon by the Offeror and the Project Authority.

Delivery of Nitrogen must be made within two (2) working days upon receipt of a request for delivery on Call-up Against a Standing Offer. Requests may also be made by other means such as telephone or facsimile transceiver, but must be confirmed in writing on a PWGSC form or applicable call-up document.

## **ANNEX "B"**

### **BASIS OF PAYMENT**

#### **1.0 INSTRUCTIONS**

- 1.1 It is **MANDATORY** that offerors submit firm all inclusive prices for the period of the proposed standing offer listed in the following Pricing Schedules. This section, when completed, will be considered as the Offeror's Financial Offer.
- 1.2 Offerors must provide offers as per unit of issue requested. It is the responsibility of the offeror to provide conversion to the unit of issue requested. Failure to do so may render the bid non-responsive without further consideration.
- 1.3 Should there be an error in the extended pricing of the offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation.
- 1.4 Firm Unit Prices must be FOB destination including all delivery and off-loading charges to Natural Resources Canada in Devon, Alberta. Applicable Taxes is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.
- 1.5 Firm annual lease charge for the storage system is to include all costs associated with all labour, tools, materials, equipment, transportation and supervision necessary for the rental, supply and maintenance (including delivery, installation and removal from the site at the end of lease period) of offeror-owned storage system. Price includes annual inspection of tank and Federal and Provincial Inspection Reports. Applicable Taxes is not included and is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.
- 1.6 *The estimated quantities specified herein are provided for evaluation purposes only and in no way constitutes a guarantee on behalf of Canada.*

#### **2.0 FINANCIAL EVALUATED CALCULATION**

Step 1: Refer to Schedule 1 – Liquid Nitrogen, Evaluation Total, Year 1 + Year 2 + Year 3 + Year 4 + Year 5;

Step 2: Refer to Schedule 2 – Lease, Evaluation Total Year 1 + Year 2 + Year 3 + Year 4 + Year 5;

Step 3: Sum of totals in Schedule 1 and Schedule 2

**3.0 Delivery, FOB destination to**

Natural Resources Canada  
 1 Oil Patch Drive  
 Devon, Alberta  
 T9G 1A8

**4.0 PRICING SCHEDULES**

**Schedule 1 – Liquid Nitrogen**

Item	Annual Estimated Usage	Unit Price	Extended Price
<b>Year 1</b> Supply of Liquid Nitrogen, on-site, within 2 working days of request from NRCan in accordance with Annex A, Requirement.  FOB destination to NRCan, 1 Oil Patch Drive, Devon, Alberta.	96,000 cubic meters /year	\$_____/ cubic meter	\$_____
<b>Year 2</b> Supply of Liquid Nitrogen, on-site, within 2 working days of request from NRCan in accordance with Annex A, Requirement.  FOB destination to NRCan, 1 Oil Patch Drive, Devon, Alberta.	96,000 cubic meters /year	\$_____/ cubic meter	\$_____
<b>Year 3</b> Supply of Liquid Nitrogen, on-site, within 2 working days of request from NRCan in accordance with Annex A, Requirement.  FOB destination to NRCan, 1 Oil Patch Drive, Devon, Alberta.	96,000 cubic meters /year	\$_____/ cubic meter	\$_____
<b>Year 4 – Option Year</b> Supply of Liquid Nitrogen, on-site, within 2 working days of request from NRCan in accordance with Annex A, Requirement.  FOB destination to NRCan, 1 Oil Patch Drive, Devon, Alberta.	96,000 cubic meters /year	\$_____/ cubic meter	\$_____
<b>Year 5 – Option Year</b> Supply of Liquid Nitrogen, on-site, within 2 working days of request from NRCan in accordance with Annex A, Requirement.  FOB destination to NRCan, 1 Oil Patch Drive, Devon, Alberta.	96,000 cubic meters /year	\$_____/ cubic meter	\$_____

Solicitation No. - N° de l'invitation  
 23295-190825/A  
 Client Ref. No. - N° de réf. du client  
 23295-190825

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 EDM-8-41277

Buyer ID - Id de l'acheteur  
 edm014  
 CCC No./N° CCC - FMS No./N° VME

**Schedule 2 – Lease**

Item	Unit Price
<p><b>Year 1</b> Lease of one 6,000 US gallon (water volume) liquid nitrogen storage system in accordance with Annex A, Requirement.</p> <p>Rental to include the complete installation, including all necessary fixtures, fittings, hoses, tie-ins, etc., to be compatible with NRCan existing cryogenic pumping system (1/2"). Installation to be within 14 days of delivery and completed within 3 days from commencement.</p>	<p>\$_____ / per annum</p>
<p><b>Year 2</b> Lease of one 6,000 US gallon (water volume) liquid nitrogen storage system in accordance with Annex A, Requirement.</p>	<p>\$_____ / per annum</p>
<p><b>Year 3</b> Lease of one 6,000 US gallon (water volume) liquid nitrogen storage system in accordance with Annex A, Requirement.</p>	<p>\$_____ / per annum</p>
<p><b>Year 4 – Option Year</b> Lease of one 6,000 US gallon (water volume) liquid nitrogen storage system in accordance with Annex A, Requirement.</p>	<p>\$_____ / per annum</p>
<p><b>Year 5 – Option Year</b> Lease of one 6,000 US gallon (water volume) liquid nitrogen storage system in accordance with Annex A, Requirement.</p>	<p>\$_____ / per annum</p>
<p><b>EVALUATION TOTAL Year 1 + Year 2 + Year 3 + Year 4 + Year 5</b></p>	<p>\$</p>

Solicitation No. - N° de l'invitation  
23295-190825/A  
Client Ref. No. - N° de réf. du client  
23295-190825

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41277

Buyer ID - Id de l'acheteur  
edm014  
CCC No./N° CCC - FMS No./N° VME

---

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

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

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

## ANNEX "D"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No. - N° de l'invitation  
 23295-190825/A  
 Client Ref. No. - N° de réf. du client  
 23295-190825

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 EDM-8-41277

Buyer ID - Id de l'acheteur  
 edm014  
 CCC No./N° CCC - FMS No./N° VME

**ANNEX "E"**

**STANDING OFFER USAGE REPORT**

**Quarterly Usage Report Schedule:**

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

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

<b>Supplier Name</b>	<b>Standing Offer Name</b>
<b>Standing Offer Number</b>	<b>Reporting Period</b>
<b>Standing Offer Authority</b>	Christopher Lau

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

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

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

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