

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet RMSO - Propane OCPR - Propane	
Solicitation No. - N° de l'invitation E6HAL-210002/A	Date 2021-04-07
Client Reference No. - N° de référence du client E6HAL-21-0002	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-409-11264
File No. - N° de dossier HAL-0-85223 (409)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-05-11 Heure Avancée de l'Atlantique HAA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Taylor, Kathie	Buyer Id - Id de l'acheteur hal409
Telephone No. - N° de téléphone (902)403-4837 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATLANTIC REGIONS, ACQUISITIONS DSS 942 CALL-UP HALIFAX NOVA SCOTIA B3J3C9 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

Table of Contents

1.1	INTRODUCTION.....	3
1.2	SUMMARY	3
1.3	DEBRIEFINGS	3
1.4	ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)	4
PART 2	- OFFEROR INSTRUCTIONS	4
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
2.5	BID CHALLENGE AND RECOURSE MECHANISMS.....	5
PART 3	- OFFER PREPARATION INSTRUCTIONS.....	6
3.1	OFFER PREPARATION INSTRUCTIONS.....	6
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1	EVALUATION PROCEDURES.....	7
4.2	BASIS OF SELECTION.....	7
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1	CERTIFICATIONS REQUIRED WITH THE OFFER	7
PART 6	- SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS.....	8
PART 7	- STANDING OFFER AND RESULTING CONTRACT CLAUSES.....	8
A.	STANDING OFFER.....	8
7.1	OFFER.....	8
7.2	SECURITY REQUIREMENTS	8
7.3	STANDARD CLAUSES AND CONDITIONS.....	8
7.4	TERM OF STANDING OFFER	9
7.5	AUTHORITIES	9
7.6	IDENTIFIED USERS	10
7.7	CALL-UP PROCEDURES	10
7.8	CALL-UP INSTRUMENT.....	10
7.9	LIMITATION OF CALL-UPS	11
7.10	FINANCIAL LIMITATION.....	11
7.11	PRIORITY OF DOCUMENTS	11
7.12	CERTIFICATIONS	12
7.13	APPLICABLE LAWS.....	12
B.	RESULTING CONTRACT CLAUSES	13
7.1	STATEMENT OF REQUIREMENT	13
7.2	STANDARD CLAUSES AND CONDITIONS.....	13
7.3	TERM OF CONTRACT	13
7.4	PAYMENT	13
7.5	INVOICING INSTRUCTIONS	14
7.13	DISPUTE RESOLUTION.....	15
ANNEX "A"	STATEMENT OF REQUIREMENT	16

Solicitation No. . - N° de sollicitation
E6HAL-210002/A
Client Ref. No. - N° de réf. du client
E6HAL-21-0002

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

Buyer ID - Id de l'acheteur
hal409
CCC No./N° CCC - FMS No./N° VME

ANNEX “B” BASIS OF PAYMENT21

ANNEX “C” INSURANCE REQUIREMENTS20

ANNEX ‘D’ ELECTRONIC PAYMENT INSTRUMENTS21

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

1.2 Summary

To supply propane (HD-5) in bulk in accordance with the specifications listed at Annex A herein. This is a three (3) year Regional Master Standing Offer which with a one year option period that will be used by the various federal government departments in Nova Scotia.

This Standing Offer is for deliveries of propane that do not have a security requirement.

See Annex "A" Statement of Work for full technical details.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), 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](#) (2020-05-28) 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 Canadian General Standards Board

B4003T (2011-05-16)

A copy of the CGSB-3.14-M882 referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: [Canadian General Standards Board](#)

2.1.2 SACC Manual Clauses

A0220T	Evaluation of Price	2014-06-26
C9000T	Pricing	2010-08-16

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:

Bid Receiving Unit
Public Works and Government Services Canada
1713 Bedford Row
Halifax, NS B3J 1T3
Facsimile number: 902-496-5016
ePost: TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@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: 902-496-5016

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **five (5)** 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 Nova Scotia.

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

- (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 Basis of Payment detailed below in Annex B.

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.

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 n/a

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the total lowest aggregate evaluated price including the option year will be recommended for issuance of a standing offer. Offeror must provide pricing on all items. Only one standing offer agreement will be issued.

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.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security provisions associated with the requirement.

6.2 Insurance Requirements

Fully detailed in Annex C

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Requirement at Annex "A".

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, 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.
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 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 30 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for a period of three years from date of issue.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **one year** under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kathie Taylor
Title: A/Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Atlantic Region
Address: 1713 Bedford Row
Halifax, Nova Scotia
B3J 1T3
Telephone: 902-403-4837

Solicitation No. - N° de sollicitation
E6HAL-210002/A
Client Ref. No. - N° de réf. du client
E6HAL-21-0002

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

Buyer ID - Id de l'acheteur
hal409
CCC No./N° CCC - FMS No./N° VME

Facsimile: 902-496-5016
E-mail: kathie.taylor@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.

7.5.2 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.

7.5.3 Offeror's Representative – Bidders to Complete

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

Procurement Business Number (PBN): _____

Procurement Business Number

Suppliers are required to have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

7.7 Call-up Procedures

The identified user will issue a call-up against a standing offer each time goods/services are required.

7.8 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.

7.9 Limitation of Call-ups

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

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ To Be Determined ([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.

7.11 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 (2020-05-28), Goods (Medium Complexity);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ .

7.12 Certifications

7.12.1 Compliance

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

7.13 Applicable Laws

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

7.14 Price Adjustment – Petroleum Products

SACC Manual Clause M3501C (2008-04-12) Price Adjustment – Petroleum Products

1. The prices detailed in the Standing Offer are subject to upward or downward adjustment to allow for:
2.
 - a. changes due to price adjustment in petroleum products that are a direct result of increased or decreased prices imposed by the petroleum producer. A copy of the Offeror's notification of price increase or decrease from the petroleum producer must be provided to the Standing Offer Authority; and/or
 - b. imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any petroleum product, authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority.
2. The Standing Offer will be revised to reflect the actual price of the increase or decrease at the **first and fifteenth day of each month**. The Offeror must not invoice at prices other than those specified in the Standing Offer.

7.15 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.

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 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010A (2020-05-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be completed within 48 hours of a call-up unless otherwise stated.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.4.2 Limitation of Price

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

7.4.3 Single Payment

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

7.4.4 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:

The original and one (1) copy must be forwarded to the address shown on the call-up document for certification and payment.

7.6 Insurance – Commercial General Liability Insurance

See Annex C for Insurance Requirements

7.7 Canadian General Standards Board

SACC Manual Clause B4003T (2011-05-16) General Standards Board CGSB-3.14-M882

7.8 Shipment of Dangerous Goods/Hazardous Products

SACC Manual Clause B1505C (2016-01-28) Shipment of Dangerous Goods/Hazardous Products

The Contractor must label and ship dangerous goods/hazardous products falling within the [*Transportation of Dangerous Goods Act*](#), 1992, c.34 and the [*Hazardous Products Act*](#), R.S.C. 1985, c. H-3 and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

7.9 Supply of Propane

The Contractor agrees to supply, deliver and sell to Canada, as required, during the period and in accordance with the terms of the contract, the Propane, provided the total cumulative quantity of the gas does not exceed the "Total Estimated Consumption" of each Supply Period, as specified in the Annex B.

Canada shall have an option to purchase, during the contract period, for any additional requirement of Propane, which may be required. This option will be exercised by means of a written request by the Contracting Authority. All terms and conditions of the contract, including price, will apply to this option.

7.10 Quantity of Propane

The contractor hereby acknowledges and agrees that the "Total estimated Consumption" specified in Annex "B" are the estimates only, constituting an approximation made in good faith of the potential requirements of Canada. Such estimates neither express nor imply any obligation on the part of Canada to accept or purchase such quantities or any quantity whatsoever. Canada will have the right to accept only the quantity that will actually be required.

7.11 Loss of gases

Loss of gases due to failure of supplier equipment, shall be at the contractor's expense.

7.12 Contractor Owned Storage Tank

The Contractor warrants that the tank and the auxiliary equipment supplied under this contract when installed are in good working order. The Contractor, at his own expenses, shall make any necessary

adjustments, repairs or replacements to maintain the tank and the equipment in good working order for the duration of the contract. The Contractor shall replace, without charge to the client, any product lost as a result of any deficiencies present in the tank when installed or when conducting preventive maintenance during the life of the contract.

Except as otherwise provided, there shall be no additional charges for:

- (a) Maintenance regardless of when performed
- (b) Replacement parts unless such parts are required due to the fault or negligence of the Government.

Any changes to the supplier of the equipment shall not interfere with nor interrupt delivery of the Propane to meet the requirements of (ACC).

7.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

STATEMENT OF REQUIREMENT

BACKGROUND

Liquefied petroleum gas (propane), grade 1, in accordance with the Canadian General Standards Board standard CAN/CGSB-3.14-2006 (01 June 2006), in bulk, to be delivered to Federal Government departments located within Nova Scotia, on an as-and-when-requested basis, during the three-year period of the Standing Offer

REQUIREMENT

The offeror is to supply the following, on an as needed and when requested basis, to various federal government department locations throughout Nova Scotia:

Delivery trucks shall be equipped with meters capable of giving printed meter slips;

The Contractor shall provide printed meter slips for each delivery of petroleum products;

Meters shall be measured in litres.

Methods of delivery must conform to the Canadian Standard Association standard CAN/CA-B149.2-10 of the Canadian Gas Association, as amended to date.

Propane in bulk, measured in price per litre, including delivery

Bidder is required to fill out the following information:

Contact Phone number of Propane Producer: _____

Address: _____

Legal Name of your Propane Producer: _____

The contractor is to provide and maintain an individual contact throughout the entire period of this Standing Offer. If the individual contact is no longer available, the contractor must provide a replacement contract person.

Bidder certifies that this proposal meets all of the above requirements.

Signature: _____ **Date:** _____

Annex B

Basis of Payment

Example Only - chart to be filled out below		
Propane supplied in bulk or to fill cylinder		Price per litre
A	Price paid per litre of propane to bidder's propane producer on 15 April 2021 .	<u>\$0.50</u>
B	Bidder's markup on the price (A) including all costs and profit offered to Canada	<u>\$0.10</u>
C	Total price offered to the Crown (A) + (B) =	<u>\$0.60</u>
Price for Evaluation:	(C) Bulk Price per litre (Including all Delivery Costs) X 800,000 litres X 3 years	\$.60 X 800,000 X 3
Total:		<u>\$1,440,000.00</u>

Financial Evaluation - Bidder is required to fill out this chart:		
Propane supplied in bulk or to fill cylinder		Price per litre
A	Price paid per litre of propane to bidder's propane producer on 15 April 2021 :	\$ _____
B	Bidder's markup on on the price (A) including all costs and profit offered to the crown:	\$ _____
C	Total price offered to the crown (A) + (B) =	\$ _____
Price for Evaluation:	(C) X Bulk Price per Litre Including All Costs and Profit X 800,000 Litres X 3 years	\$ _____ * 800,000 * 3
Total***		\$ _____

***RECOMMENDATION FOR STANDING OFFER ISSUANCE WILL BE BASED ON THIS TOTAL

Please note that the option year, if exercised, will use the same pricing format as above.

STORAGE TANKS

PRICING SCHEDULE

Contractor Owned-Storage Propane Tank

Please include prices for all that apply

For tank rental prices below only, the Bidder certifies that the prices proposed below:

- a. are not in excess of the lowest price charged anyone else, including the Bidder's most favoured Customer, for the like quality and quantity, time, place and method of delivery of the goods;
- b. do not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale/lease of goods of like quality and quantity, time, place and method of delivery of the goods.

Storage Propane Tank Size "gallon"	Year 1	Year 2	Year 3	Year 4 (Option)
57	\$ _____	\$ _____	\$ _____	\$ _____
120	\$ _____	\$ _____	\$ _____	\$ _____
500	\$ _____	\$ _____	\$ _____	\$ _____
1000	\$ _____	\$ _____	\$ _____	\$ _____

(This table will not be included in the evaluation criteria).

Annex C

Commercial 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:
3.
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - n. 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

Solicitation No. - N° de sollicitation
E6HAL-210002/A
Client Ref. No. - N° de réf. du client
E6HAL-21-0002

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

Buyer ID - Id de l'acheteur
hal409
CCC No./N° CCC - FMS No./N° VME

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.

Solicitation No. . - N° de sollicitation
E6HAL-210002/A
Client Ref. No. - N° de réf. du client
E6HAL-21-0002

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

Buyer ID - Id de l'acheteur
hal409
CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

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)