



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions\Travaux  
publics et Services gouvernementaux Canada  
See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA  
Ontario

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

The referenced document is hereby revised; unless  
otherwise indicated, all other terms and conditions of  
the Offer remain the same.

Ce document est par la présente révisé; sauf  
indication contraire, les modalités de l'offre demeurent  
les mêmes.

**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 / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Compressed Gas and Welding Supplies	
<b>Solicitation No. - N° de l'invitation</b> E6TOR-20RM10/A	<b>Date</b> 2021-07-07
<b>Client Reference No. - N° de référence du client</b> E6TOR-20-RM10	<b>Amendment No. - N° modif.</b> 003
<b>File No. - N° de dossier</b> KIN-0-54245 (945)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-945-8402	
<b>Date of Original Request for Standing Offer</b> 2021-05-28 <b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-07-23</b> Heure Avancée de l'Est HAE	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gillis, Melanie	<b>Buyer Id - Id de l'acheteur</b> kin945
<b>Telephone No. - N° de téléphone</b> (613) 328-2654 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Various Federal Departments and agencies within Ontario.	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

N° de l'invitation - Sollicitation No.  
E6TOR-20RM10/A  
N° de réf. du client - Client Ref. No.  
E6TOR-20RM10

N° de la modif - Amd. No.  
003  
File No. - N° du dossier  
KIN-0-54245

Id de l'acheteur - Buyer ID  
kin945  
N° CCC / CCC No./ N° VME - FMS

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Amendment 003 is being issued in order to address the following.

Q.1 Can the hardgood items be removed from the RFQ or deemed optional? It is not possible to provide three years of pricing on filler metals and other items in the current climate.

A.1 Items listed in Annex B, Appendix 1 are a firm requirement.

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Q.2 Are we able to negotiate some of clauses such as 1.6, 6.1 / Annex G and exclusionary clause to mutually agreeable terms?

A.2 Terms and conditions for clauses 1.6 and 6.1 are non-negotiable.

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Q.3 Can more detailed information be provided on the number locations that participate in the standing offer?

A.3 It is available for all federal government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11 to participate. See [link](#) for complete listing.

Provincial users are listed in Part 7A, 7.6.

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Q.4 Can you provide the amount of cylinders held by each location or a total amount of cylinders? Geographical Area function is not working in the Excel document can this be fixed? We would like to know how many cylinders are required for the scope of this standing offer.

A.4 The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this Pricing Basis does not represent a commitment by Canada that Canada's future usage of the services/items described in the Request for Standing Offer will be consistent with this data.

Geographical Area function in the Excel document works as intended.

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Q.5 Can the submission deadline be extended for 2 additional weeks – July 23<sup>rd</sup>, 2021?

A.5 Solicitation period extended to July 23<sup>rd</sup>, 2021

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Q.6 Will the supplier awarded the standing offer be provided with a list of eligible locations?

A.6 Standing offer is available to all federal government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11. See [link](#) for complete listing.

Provincial users are listed in Part 7A, 7.6.

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Q.7 Grade 5.0 Liquid argon is not part of our standard offer. Is liquid Argon grade 4.8 acceptable?

A.7 All items listed in Annex B, Appendix 1 are firm requirements.

- Q.8 Our company suggests using ICC (individual cylinder control technology) to help manage inventory instead of conducted a yearly inventory of cylinders as requested in clause E.2. A detailed report by ship-to location can be made available to Public Works and Government Services Canada to that effect. Please confirm this would be acceptable?

E.2 Yearly Inventory of cylinders - for the Department of National Defence, Royal Military College (RMC), Kingston, Ontario As and when requested, the Offeror may be requested to provide a yearly inventory count of cylinders on site at the Royal Military College, by conducting an annual audit most likely coinciding with the anniversary of the contract start date, to verify individual customer account balances, and then base individual customer account lease renewal billing on the audit.

- A.8 Management and audit of cylinders will be as per Annex B, E.2
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E.2 Yearly Inventory of cylinders - for the Department of National Defence, Royal Military College (RMC), Kingston, Ontario

As and when requested, the Offeror may be requested to provide a yearly inventory count of cylinders on site at the Royal Military College, by conducting an annual audit most likely coinciding with the anniversary of the contract start date, to verify individual customer account balances, and then base individual customer account lease renewal billing on the audit.

- Q.9 Our company can not promise delivery within 24 hours of receipt of call-up. Delivery time depends on the products ordered and the delivery location. Can you modify/remove this clause?

ANNEX "A" REQUIREMENT 1. Supply and delivery of compressed gases and associated welding supplies as detailed in Annex B, C and D. 2. All gas cylinders supplied must be fitted with and conform to the most recent Canadian Gas Association (CGA) standards. 3. Cylinders must be equipped with valves sealed with Teflon tape as opposed to using thread sealing compound, i.e. pipe dope. 4. It is anticipated that weekly delivery may be requested. Delivery must take place within 24 hours of receipt of call-up.

- A.9 As per Annex A, 4. Delivery must take place within 24 hours of receipt of call-up.
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- Q.10 Our company invoice rental monthly and does not use a demurrage charge as mentioned in C1. Would you consider changing the monthly rental to reflect our company's rental structure?

Cylinder Demurrage Bidders are to quote on the following two methods detailed at C.1 and C.2 below. Both methods will be included in the evaluation. The client has the option to use either one of the following demurrage options: C.1 Demurrage Charges: Per Day - The Offeror owned cylinders are loaned free of charge for a period of thirty days, after which time a charge per cylinder per diem applies. Cylinders are to be returned to the Offeror's nearest warehouse, transportation charges included. It is anticipated that usage may range anywhere between 1 to 400 cylinders per day per client.

- A.10 Invoicing as per call-up per Annex B, C.1.
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- Q.11 Our company can invoice Annually. However this is not the most effective way for Public Works and Government Services Canada to manage their cylinders rental costs.

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C.2 Demurrage Charges: Annual Prepaid Leasing - Annual Prepaid Leasing Plan based on annual demurrage. Cylinders may be rented for a twelve (12) month period on a flat rate to be fixed by the Offeror, based on the average monthly holding during the period. Lease plans for approximately the following cylinders, per client. a. 1 - 50 cylinders /year b. 51 - 100 cylinders /year c. 101 - 150 cylinders /year d. 151 - 200 cylinders /year e. 201 - 250 cylinders /year f. 251 - 300 cylinders /year g. 301 - 350 cylinders /year h. 351 - 400 cylinders /year C.2.1 For evaluation purposes the sum total of all annual prepaid leasing categories will be used.

A.11 Invoicing as per call-up per Annex B, C.2.

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Q.12 Our company cannot agree to this clause as is. Is the government willing to make optional users mutually agreeable?

1.5 Disclosure of information – Optional Users The following definitions apply to this provision only: “Optional Users” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer. “MASH entities” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

A.12 These terms and conditions are non-negotiable.

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Q.13 T&C's for this EPS solution are not included in this RFQ and will have to be negotiated between our company and Public Works and Government Services Canada

1.6 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.

7.13 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.

A.13 There are no terms and conditions to be provided for anticipated migration to an EPS, there is nothing to negotiate.

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**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED**