

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

**Public Works and Government Services / Travaux
publics et services gouvernementaux**
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

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

Title - Sujet GAS, PROPANE	
Solicitation No. - N° de l'invitation E6TOR-12RM11/C	Date 2013-04-02
Client Reference No. - N° de référence du client E6TOR-12RM11	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-620-6091
File No. - N° de dossier KIN-2-38181 (620)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-13	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Porter, Marta M.	Buyer Id - Id de l'acheteur kin620
Telephone No. - N° de téléphone (613)547-7587 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES 86 Clarence Street, 2nd Floor Kingston, ON K7L 1X3	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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This bid solicitation cancels and supersedes previous bid solicitation number E6TOR-12RM11/B dated January 11, 2013 with a closing of February 20, 2013 at 2:00 pm.

PART 1 - GENERAL INFORMATION

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: includes the certifications 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 and any other annexes.

2. Summary

To establish a Regional Master Standing Offer (RMSO) for the supply and delivery of various size filled portable propane cylinders (as detailed at Annex "A" Statement of Requirement) for various clients and locations within Ontario on an as and when requested basis for a period of 3 years from date of issue to 20 February, 2016. It is estimated that more than one standing offer may be issued. Estimated usages are outlined at Annex "B" - Basis of Payment for current known Users.

It is the intention of Canada to issue one (1) Standing Offer for each geographic region listed in Annex "B" herein. Should one Bidder provide the lowest evaluated price on an aggregate basis for multiple geographic regions, PWGSC will issue one (1) Standing Offer indicating all applicable issues.

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The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

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 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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 Ontario.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

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- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.
- (c) Each of the five (5) specified geographic areas will be evaluated separately. Therefore, a proposal may be submitted for any of the five (5) geographic areas.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Each offer received will be evaluated to determine whether it meets the mandatory requirements listed below. Offers which fail to meet any of the mandatory requirements will be considered non-responsive and given no further consideration.

M1.	Offerors must submit their Emergency Response Assistance Plan (ERAP) number with their bid.
M2.	Offerors must submit a copy of their Commercial Vehicle Operator's Registration (CVOR) Abstract with their bid. A Safety Fitness Certificate and safety rating issued by other Canadian jurisdictions, in lieu of requiring an Ontario CVOR certificate and safety rating will be acceptable if Offeror is resident outside Ontario.
M3.	Offerors must submit proof of Driver Training Certification for Transportation of Dangerous Goods.
M4.	Offerors must submit proof of Carrier Safety Rating - no less than Satisfactory-unaudited will be acceptable.

1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Incoterms 2000 "DDP Delivered Duty Paid" - as per location identified in the call-up, Canadian customs duties and excise taxes included.

2. Basis of Selection

It is the intention of the Crown to evaluate this requirement as follows:

Step 1: - Compliance with Mandatory criteria

Each offer received will be evaluated to determine that it meets the Mandatory requirements as listed above under 1.1.1 Mandatory Technical Criteria. Offers which fail to meet any of the mandatory requirements will be considered non-responsive and given no further consideration. The offers which meet the Mandatory requirements will proceed to Step 2.

Step 2: - Price Evaluation

Offers meeting requirements of step 1 above will then be evaluated for price.

Offerors must provide pricing for all items in Pricing Section "1" of each of the geographic area(s) they want to be considered for (reference Annex "B" Basis of Payment).

Offers will be selected on an aggregate basis based on the estimated usage's provided in Annex "B" Basis of Payment, for each of the five geographic areas. The aggregate offer price shall be calculated as follows:

1. Canada shall multiply the Offeror's unit prices by the estimated quantities stated in the Pricing Section "1" outlined at Annex "B" Basis of Payment to determine each Offeror's estimated Bid Evaluation Price.
2. In Pricing Section 1 Item 1 (1.1 - 1.3) will be added together to create the aggregate bid evaluation price.

As a result, up to one Standing Offer may be issued for each geographic area.

Step 3: - Conditions Precedent to Issue of the Standing Offer

The successful Offers will be given written notification to provide the information required in Part 5 - Mandatory Certifications Required Precedent to Issuance of a Standing Offer, by a specified date and time, unless the information has already been provided in the RFSO submission. Should the Offeror fail to provide all the information required by the date and time specified, the offer will be considered non-responsive and given no further consideration. The compliant Offeror with the next lowest Total Aggregate Bid Price will be notified. This process will be repeated until the Conditions Precedent to issue has been met.

Step 4: - Issuance of Standing Offer

Upon compliance with the Conditions Precedent to Issue, it is the intention of the Crown to issue Standing Offers as outlined above.

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, 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.

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

-
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- A. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- B. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- C. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- D. () is subject to FCP, and has a valid certificate number as follows: _____ **(e.g. has not been declared an ineligible contractor by HRSDC).**

Further information on the FCP is available on the HRSDC Web site.

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PART 6 - INSURANCE REQUIREMENTS

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 C.

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

1. Offer

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

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>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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 "A". 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: Date of Issue to 21 May;

2nd quarter: 22 May to 21 August;

3rd quarter: 22 August to 21 November;

4th quarter: 22 November to 21 February.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issue to 20 February, 2016.

4. Authorities

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4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Marta Porter
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence Street
Kingston, ON K7L 1X3
Telephone: 613-547-7587
Facsimile: 613-545-8067
E-mail address: marta.porter@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.

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.

4.3 Offeror's Representative *(To be completed by the Offeror)*

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

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

5. 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.I, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2010A (2013-03-21), Goods and Services (Medium Complexity);
- (e) Annex "A", Statement of Requirement;
- (f) Annex "B", Basis of Payment;
- (g) Annex "C", Insurance Requirements;
- (h) the Offeror's offer _____.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

10. 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 Ontario.

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.

1. Statement of Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2013-03-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A, 2013-03-21 General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

2.2 SACC Manual Clauses

D2000C Marking 2007-11-30

3. Term of Contract**3.1 Delivery Date**

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

4. Payment**4.1 Basis of Payment**

The Basis of Payment attached hereto as Annex "B" shall be used to price any call-up(s) made pursuant to this Standing Offer.

In consideration of the Offeror satisfactorily completed all of its obligations under the call-up, the Offeror will be paid the firm price as stipulated in the call-up, calculated with Annex "B", Goods and Services Tax (GST) and or Harmonized Sales Tax (HST), extra if applicable.

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

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

4.4 SACC Manual Clauses

M3501C	Price Adjustment-Petroleum Products	2008-05-12
C2505C	Propane-Provincial Fuel Tax Excluded	2008-05-12

4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. 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.

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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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7. SACC Manual Clauses

A9062C	Canadian Forces Site Regulations	2011-05-16
B1505C	Shipment of Hazardous Materials	2006-06-16
D3010C	Dangerous Goods/Hazardous Products	2012-07-16
D3014C	Transportation of Dangerous Goods/Hazardous Products	2007-11-30
C5103C	Demurrage Charges	2008-05-12

ANNEX "A"**STATEMENT OF REQUIREMENT****Requirement:**

For the supply and delivery of various size filled portable propane cylinders as identified in Annex "B" for various Users and locations within the Ontario Region, excluding National Capital Region Area on an as and when requested basis. This requirement will be required in all five (5) geographic areas listed below.

Geographic Regions:

Area 1.	BARRIE & GREATER TORONTO
Area 2.	PETAWAWA & PEMBROOKE AREAS
Area 3.	PARRY SOUND, NORTH BAY, SUDBURY & S.S. MARIE AREAS
Area 4.	BELLEVILLE, KINGSTON & CORNWALL AREAS
Area 5.	RICHMOND ONTARIO - DWYER HILL TRAINING CENTER (DND)

The five areas above represent the geographic regions where government departments are currently located that require portable propane cylinders.

In the event that, during the standing offer period, other Federal Government Departments are identified, the Crown may negotiate with those Offeror(s) that hold standing offers in the area nearest to the new User. The decision to add the new User to these standing offer(s) shall be subject to the agreement of both parties and shall be confirmed through a formal revision to the Regional Master Standing Offer. Current Users are the Department of National Defence (CFB Borden, CFB Trenton, CFB Kingston, CFB Petawawa, Dwyer Hill Training Centre Richmond Ontario); Correctional Services Canada (Collins Bay Institution, Frontenac Institution, Kingston Penitentiary, Millhaven Institution, Bath Institution, Joyceville Institution, Pittsburgh Institution, Warkworth Institution, Gravenhurst Institution, Grand Valley Institution); Fisheries and Oceans, Parry Sound Ontario; Canadian Forest Service (Great Lakes Forestry Centre) and Department of Natural Resources (Pembroke Ontario - Algonquin Radio Observatory); and Parks Canada (Georgian Bay and Ontario Region).

Tasks:

1. To supply various size filled portable propane cylinders.
2. Offerors **must** provide proof of the following:
 - (a) ERAP number (Emergency Response Assistance Plan);
 - (b) CVOR Abstract (Commercial Vehicle Operators Registration);
 - (c) Proof of Carrier Safety Rating no less than Satisfactory-unaudited;
 - (d) Driver Training Certification for Transportation of Dangerous Goods.

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3. Successful Offeror must schedule a visit to each client site upon receipt of the initial call-up and provide a schedule for the following:
 - a) supply and install replacement tanks and equipment to replace current supplier owned tanks and cylinders at no charge to the Crown;
 - b) provide Safety Inspection Report and recommendations for each site at no charge to the Crown;
 4. Replace and maintain supplier owned Cylinders and Tanks during the standing offer period. Offeror will supply and install all fittings, adapters and minor accessories at no charge to the Crown. Upon expiration of the Standing Offer, tank removal by the supplier will be done at no charge to the Crown. The supplier shall reimburse the Crown for any unused fuel at the expiration of the Standing Offer.
 5. Delivery is required within 24 hours of call-up for regular requirements.
 6. All work shall be performed, carried out and completed by fully licensed personnel in accordance with all legal regulation and by-laws applicable to the work at the rates provided in Annex "B" Basis of Payment.
 7. The response time for emergency requirements must be within 4 hours of call-up by the institution.
 8. A 24 hour emergency service sticker is to be attached to all propane supply installations.
 9. Hydrostatic test of pressure vessels shall be in accordance with the latest edition of ASME Boiler and Pressure Vessel Code, Section V111, Division 1. The Contractor shall submit the testing procedures to the owner (Consignee) for approval before commencement of work. The owner or its representative shall witness the test if deemed necessary.

ANNEX "B"**BASIS OF PAYMENT****A. Pricing Instructions**

All prices are to be quoted as per the units outlined in Annex "B" - Basis of Payment. The units of issue and the Basis of Payment as stated in this Document are not to be altered in any way or the Offerors proposal shall be considered non-responsive. The Offeror is to complete all parts of the Basis of Payment, Pricing Section "1" for each location they want to be considered and costs shall not appear in any other area of the Offerors proposal except in Annex "B" - Basis of Payment section of the Document. All pricing will be Incoterms 2000 "DDP Delivered Duty Paid" - as per location identified in the call-up.

B. Escalation Conditions:

The net prices quoted herein are subject to revision upwards or downwards to cover changes in costs as they occur after issue of Standing Offer.

- C.** Offerors are requested to submit a list of all of their Dealer locations within each Geographic Area. Also confirm if portable cylinders may be obtained at these locations in the event a client is in transit to a job location and may require propane cylinders.

D. Demurrage Charges

All demurrage charges, caused by the Contractor's action or omission, shall be defrayed by the Contractor at no cost to Canada.

- E.** No additional surcharges, environmental fees and and tank rental fees will be accepted. All pricing will be as identified below.

F. Estimates Provided:

Quantities specified in the Basis of Payment are only an approximation of requirements given in good faith.

- G.** Offerors must provide pricing for all items in Annex "B" Pricing Section 1 in each of the geographic regions they wish to be considered.

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 Client Ref. No. - N° de réf. du client
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Amd. No. - N° de la modif.
 File No. - N° du dossier
 KIN-2-38181

Buyer ID - Id de l'acheteur
 kin620
 CCC No./N° CCC - FMS No/ N° VME

REGION 1 - BARRIE & GREATER TORONTO AREA

NOTE: Offerors must provide pricing for all items in Annex "B" Pricing Section 1 in each of the geographic regions they wish to be considered.

PRICING SECTION "1"

1. Deliver full propane cylinders and pick up of empty cylinders

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
1.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.

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REGION 2. PETAWAWA & PEMBROOKE AREAS

NOTE: Offerors must provide pricing for all items in Annex "B" Pricing Section 1 in each of the geographic regions they wish to be considered.

PRICING SECTION "1"

1. Deliver full propane cylinders and pick up of empty cylinders

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
1.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.

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REGION 3 - PARRY SOUND, NORTH BAY, SUDBURY & S.S. MARIE AREAS

NOTE: Offerors must provide pricing for all items in Annex "B" Pricing Section 1 in each of the geographic regions they wish to be considered.

PRICING SECTION "1"

1. Deliver full propane cylinders and pick up of empty cylinders

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
1.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.

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REGION 4 - BELLEVILLE, KINGSTON & CORNWALL AREAS

NOTE: Offerors must provide pricing for all items in Annex "B" Pricing Section 1 in each of the geographic regions they wish to be considered.

PRICING SECTION "1"

1. Deliver full propane cylinders and pick up of empty cylinders

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
1.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.

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REGION 5 - RICHMOND HILL - DWYER HILL TRAINING CENTER (DND)

NOTE: Offerors must provide pricing for all items in Annex "B" Pricing Section 1 in each of the geographic regions they wish to be considered.

PRICING SECTION "1"

1. Deliver full propane cylinders and pick up of empty cylinders

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
1.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.
1.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$ _____/cyl.	\$ _____/cyl.	\$ _____/cyl.

ANNEX "C"**INSURANCE REQUIREMENTS****1. 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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement

2. 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.

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- 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. **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.

3. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution 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 \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Contractors Pollution 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: 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.
 - d. 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.