



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Propane	
Solicitation No. - N° de l'invitation H3501-112536/A	Date 2012-05-28
Client Reference No. - N° de référence du client H3501-11-2536	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-007-9435	
File No. - N° de dossier EDM-1-34833 (007)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-09	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Anthony, Mary	Buyer Id - Id de l'acheteur edm007
Telephone No. - N° de téléphone (780) 497-3588 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: VARIOUS NORTHERN AND CENTRAL ALBERTA DELIVERIES SEE HEREIN	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include Requirement, the Basis of Payment, the Site Maps and the Insurance Requirements.

2. Summary

For the supply, delivery and off-loading of Liquefied Petroleum Gas (Propane), used for heating, in accordance with CGSB Spec - 3.14-2006 into Contractor and Crown owned tanks for Health Canada Facilities and Residences on First Nation Reserves in Northern Alberta in accordance with the list of tanks and locations detailed herein.

Presently, Health Canada contracts propane from one (1) company to supply and service eight (8) locations in northern Alberta and one (1) location in central Alberta. In the nine (9) First Nation communities, fifty four (54), 1,000 US gallon tanks and one (1), 2,900 US gallon tank are owned by the company who supplies the propane; four (4), 20,000 US gallon tanks, located at Fox Lake Nursing Station, are owned by Health Canada.

The present propane company goes into these remote and semi-isolated communities on a regular basis to supply propane to our buildings and facilities. There is a "check and fill as required" arrangement for Health Canada buildings and facilities, so the propane levels are checked on a regular basis and topped up as needed ensuring **supply is maintained at all times**.

The yearly consumption of propane for these health facilities averages 305,000 litres per year.

Two communities have limited roadway access:

- Fox Lake has winter road (ice road) access for approximately three (3) months of the year, therefore the present tank sizing at Fox Lake accommodates two to three fills per year, as required (usually once as soon as the ice road is thick enough and once just prior to the ice road thawing).

- Garden River has year round road access, however, access is weather dependent, tank sizing is appropriate.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clause

B1000T (2007-11-30), Condition of Material

2. Submission of Bids

Bids 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 bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the

Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separate sections as follows:

Section I: Technical Bid - 2 hard copies
 Section II: Financial Bid - 1 hard copy
 Section III: Certifications - 1 hard copy

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use 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 Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

1.2 SACC Manual Clause

C3011T (2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation**1.1.1. Mandatory Technical Criteria**

- Ability to preform the full scope of the work described in Annex A, Requirement.

1.2 Financial EvaluationWith reference to Annex B, Basis of Payment:

1. The estimated usages listed herein will be used for evaluation purposes only and will not form part of any resulting contract.
2. For items 1, 4, 7, 10, 13, 16, 19, 22, & 25: The posted Rack Rate on May 29, 2012 will be added to the Mark-Up to form the Unit Price. The Unit Price will be multiplied by the Estimated Usage, times three (years) to equal the Extended Total.
3. For items 2, 5, 8, 11, 14, 17, 20, 23, & 26: The Unit Price/tank/month, times the number of tanks will be multiplied by the Estimated Usage to equal the Extended Total.
4. For items 3, 6, 9, 12, 15, 18, 21, 24, & 27: The Unit Price/tank will be multiplied by the Estimated Usage to equal the Extended Total.
5. The aggregate of the Extended Totals for items 1 to 27 inclusive will equal the Total Assessed Bid Price.

1.2.1 Mandatory Financial Criteria

- Provision of pricing as per Annex B, Basis of Payment.

1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest Total Assessed Bid Price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

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

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program - Certification - \$200,000 or more

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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder 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 the 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

1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- an individual;
- an individual who has incorporated;
- a partnership made of former public servants; or
- a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? **Yes () No () (Contractor to fill in)**

If so, the Bidder must provide the following information:

- name of former public servant;
- date of termination of employment or retirement from the Public Service.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

PART 6- RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Requirement

The Contractor must provide the items detailed under the Requirement at Annex A.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2035 (2012-03-02) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The period of the contract will be from September 1, 2012 to August 31, 2015 inclusive.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Mary Anthony

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

5th Floor, Telus Plaza North, 10025 Jasper Avenue, Edmonton, Alberta

Telephone: (780) 497-3588

Facsimile: (780) 497-3510

E-mail address: mary.anthony@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Project Authority

The Project Authority for the Contract is: *(to be inserted at time of award)*

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative *(Contractor to fill in)*

Name:

Title:

Company Name:

Address:

Telephone

Facsimile:

E-mail address:

5. Payment

5.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ *(to be inserted at time of award)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$_____ *(to be inserted at time of award)*. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

1. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

5.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor (if applicable)

6. 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.

One invoice, for all services specified in the contract (including tank rental), must be issued per month, per Community/Location(s).

Every monthly invoice, per Community/Location must show:

- (a) client name and reference number (CRN);
- (b) contract number and financial codes;
- (c) the date of each delivery;
- (d) a copy of the Rack Rate Certification for the day of each delivery shown on the invoice;
- (e) name and address of the Community/Location(s), (i.e., Fox Lake, Alberta);
- (f) building name/type, (i.e., health centre, residence, garage);
- (g) printed meter slips for each delivery of petroleum products shown on the invoice;
- (h) tank serial number;
- (i) amounts consumed;
- (j) tank rental amount, if applicable;
- (k) the amount invoiced (exclusive of the Goods and Services Tax (GST));
- (l) contractor shall invoice on a separate account set up for this contract, no other account invoices shall be included;
- (m) any carry-over balance for each Community/Location(s) must be shown separately (i.e., statement) from the monthly invoices and must reference the original invoice number.

Invoices must be distributed as follows:

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

7. Certifications

7.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

9. Priority of Documents

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

- the Articles of Agreement;
- 2035 (2012-03-02) General Conditions - Higher Complexity - Services;
- Annex A, Requirement;
- Annex B, Basis of Payment;
- Annex C, Site Maps;
- Annex D, Insurance Requirements;
- the Contractor's bid dated _____. (*insert date of bid*)

10. SACC Manual Clauses

A9041C (2008-05-12), Salvage
A9068C (2011-01-11), Site Regulations
B1501C (2006-06-16), Electrical Equipment
B7500C (2006-06-16), Excess Goods

11. Insurance Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

ANNEX A REQUIREMENT

For the supply, delivery and off-loading of Liquefied Petroleum Gas (Propane), used for heating, in accordance with CGSB Spec - 3.14-2006 into Contractor and Crown owned tanks for Health Canada Facilities and Residences on First Nation Reserves in northern and central Alberta in accordance with the list of tanks and locations detailed herein. The period of the contract will be from September 1, 2012 to August 31, 2015 inclusive with the option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions.

Background

Presently, Health Canada contracts propane from one (1) company to supply and service eight (8) locations in northern Alberta and one (1) location in central Alberta. In the nine (9) First Nation communities, fifty four (54), 1,000 US gallon tanks and one (1), 2,900 US gallon tank are owned by the company who supplies the propane; four (4), 20,000 US gallon tanks, located at Fox Lake Nursing Station, are owned by Health Canada.

The present propane company goes into these remote and semi-isolated communities on a regular basis to supply propane to our buildings and facilities. There is a "check and fill as required" arrangement for Health Canada buildings and facilities, so the propane levels are checked on a regular basis and topped up as needed ensuring **supply is maintained at all times**.

The yearly consumption of propane for these health facilities averages 305,000 litres per year.

Two communities have limited roadway access:

- Fox Lake has winter road (ice road) access for approximately three (3) months of the year, therefore the present tank sizing at Fox Lake accommodates two to three fills per year, as required.
- Garden River has year round road access, however, access is weather dependent, tank sizing is appropriate.

Delivery and Service Requirements/Standards

1. The contract will cover all aspects of propane product, delivery and equipment charges.
2. Due to the fact that the tanks are located in remote and semi-isolated areas in northern Alberta the contractor must determine the fill schedules and ensure that the tanks are supplied with propane on a regular basis to prevent any loss of utilities due to non supply. The contractor must ensure that no tank level is allowed to fall below 15% capacity.
3. If removal, replacement and hook up of tanks is required, it will be the contractor's responsibility, and it will be imperative to co-ordinate this with the existing contractor to avoid any disruption of service. Supplier must accommodate pump out and utilization of propane supply from existing tanks.
4. Existing tanks have tank pads, underground piping and related infrastructure running from propane tanks to the building. These must be utilized in the contract.
5. Thermal blankets supplied by Health Canada are on every tank and must be utilized within the contract.

-
6. The contractor will be responsible for the electrical hook-ups and obtaining any permits required for the proposed work.
 7. Metered Trucks:
 - a) Delivery trucks must be equipped with meters capable of giving printed meter slips;
 - b) The contractor must provide printed meter slips for each delivery of petroleum products, copies of these meter slips must be sent to Health Canada with the corresponding invoices;
 - c) Quantities must be measured in litres;
 8. Methods of delivery must conform to the Standards of Canadian Underwriters Association for the storage and handling of liquefied petroleum gases as contained in the Canadian Underwriters Association pamphlet No. 58, as most recently amended.
 9. Tanks must be in accordance with National Fire Prevention (NFPA) Standards for Canada. The contractor will be responsible for testing and legal remarking of Contractor owned tanks at (5) year intervals in accordance with the Canada Gas Association National Standards of Canada.
 10. The Supplier must insure that all installations conform to the Canadian Gas Association Propane Installation code CAN/CGAa-B149.2-M91, as most recently amended.
 11. Methods of delivery must conform to the National Standard of Canada CAN/CGA-B149.2-M95 of the Canadian Gas Association, as most recently amended.
 12. The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c.H-3 and regulation(s) there under in accordance with the said Act and regulation(s) accompanied by the Material Safety Data Sheet(s), as most recently amended.
 13. Propane tank dispenser, attachments, fittings, valves, tanks, and all related equipment must be CSA and ULC approved as well as conform to the Canadian Gas Association standards and all applicable legislation, as most recently amended.
 14. Health Canada has the option to add and remove locations within northern Alberta, as required. New locations will have the underground piping and related infrastructure running from the building, already in place. Any deletions or additions to the contract must be authorized in writing by the Contracting Authority.

Service Locations:

NOTE: Tanks, not cylinders or bottles are used, therefore no camlock type required.

	Community/Location(s)	GPS	# OF TANKS	TANK SIZE (US GALLONS)	Remoteness	Owned by	Purpose
1	Fox Lake, Alberta	N.W. 1/4 section 13, Township 109, Range 04, West of 5th Meridian					
	a. Duplex #1 Unit 2&3		3	1000	Remote Isolated	Contractor	Heating
	b. House Unit 1		2	1000	Remote Isolated	Contractor	Heating
	c. Duplex #2 Unit 8 & 9		3	1000	Remote Isolated	Contractor	Heating
	d. Nursing Station	N58 27.884, W114 31.990 '	4	20000	Remote Isolated	Crown	Heating
	e. Garage		2	1000	Remote Isolated	Contractor	Heating
	f. Duplex #3 Unit 4&5		2	1000	Remote Isolated	Contractor	Heating
	g. Duplex #4 Unit 6		2	1000	Remote Isolated	Contractor	Heating
2	Garden River, Alberta	S.W. 1/4, Section 07, Township 112, Range 23, west of 4th Meridian					
	a. Shed		1	1000	Remote Isolated	Contractor	Heating
	b. Triplex #1 Unit 1, 2 & 3	N58 42.638', W113 52.609'	3	1000	Remote Isolated	Contractor	Heating
	c. Health Centre	N58 42.545', W113 52.263'	7	1000	Remote Isolated	Contractor	Heating
	d. Triplex #2 Unit 4, 5 & 6	N58 42.562', W113 52.933'	3	1000	Remote Isolated	Contractor	Heating
	e. Garage	N58 42.545', W113 52.263'	1	1000	Remote Isolated	Contractor	Heating
3	John D'Or, Alberta	N.W. 1/4 section 29, Township 109, Range 07, West of 5th Meridian					
	a. Health Centre	N58 29.682, W115 08.680	4	1000	Semi Isolated	Contractor	Heating
	b. Garage	N58 29.682, W115 08.680	2	1000	Semi Isolated	Contractor	Heating
	c. Triplex	N58 29.682, W115 08.680	3	1000	Semi Isolated	Contractor	Heating
	d. House, Unit 8 & 9	N58 30.082, W115 08.680	1	1000	Semi Isolated	Contractor	Heating
	e. Duplex #1, Unit 4 & 5	N58 30.082, W115 08.680	2	1000	Semi Isolated	Contractor	Heating
	f. Duplex #2, Unit 6 & 7	N58 30.082, W115 08.680	2	1000	Semi Isolated	Contractor	Heating
4	Atikameg, Alberta	S.E. 1/4, Section 03, Township 80, Range 11, West of					

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Community/Location(s)	GPS	# OF TANKS	TANK SIZE (US GALLONS)	Remoteness	Owned by	Purpose
	5th Meridian					
a. Health Centre	N55 54.475', W115 38.394'	3	1000	Semi Isolated	Contractor	Heating
5 Woodland Cree, Alberta	N.E. 1/4, Section 23, Township 86, Range 16, West of 5th Meridian					
a. Health Centre	N56 28.151', W116 23.943'	1	2900	Semi Isolated	Contractor	Heating
6 North Tallcree, Alberta	N.W. 1/4 section 29, Township 104, Range 10, West of 5th Meridian					
a. Health Centre	N58 01.896, W115 36.305'	2	1000	Semi Isolated	Contractor	Heating
7 South Tallcree, Alberta	S.W. 1/4 section 1, Township 103, Range 9, West of 5th Meridian					
a. Health Centre	N57 54.624, W115 21.068	2	1000	Semi Isolated	Contractor	Heating
8 Loon River, Alberta	S.W. 1/4, Section 17, Township 87, Range 9, West 5 Meridian					
a. Health Centre	N56 32.096, W115 23.476'	2	1000	Semi Isolated	Contractor	Heating
9 Bighorn, Alberta	S.E. 1/4 Section 14, Township 17, Range 4, West of the 5th Meridian					
a. Health Centre	N.E. Sec 19 TWP 39 Range 16, W5M	2	1000	Not isolated	Contractor	Heating

Total 1,000 (US) gallon tanks = 54
Total 20,000 (US) gallon tanks = 4
Total 2,900 (US) gallon tanks = 1

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ANNEX B

BASIS OF PAYMENT

- GST and fuel taxes are to be excluded from prices quoted herein.
- GST and fuel taxes, if applicable, will be shown as a separate item on the invoice.
- Provincial fuel tax rates on propane or butane, if not for use as motive fuel, are not applicable and should be deleted from the pricing below.

Adjustment in the Price during the Period of the Contract

Pricing for Items 1-27 shall be in effect for the entire Contract Period subject to adjustment by reason only of:

A change in any tax or levy or the imposition of a new tax or levy pursuant to any federal or territorial statute or regulation or municipal by-law, which directly affects the cost to the Offeror of supplying Liquefied Petroleum Gas (Propane) pursuant to this Contract and which is effective after the date of submissions of the Offerors Proposal. The Offeror shall forward to the Contracting Authority a certified statement showing the increase or decrease in the cost to the Offeror that is directly attributable to the change in or imposition of a new tax or levy and the date the change becomes effective.

Any price adjustment may be verified by Government audit. Any payments made to the Offeror before completion of the audit shall be regarded as interim payments only and shall be adjusted to the extent necessary to reflect the results of the audit. If there has been any overpayment, it shall be refunded to Canada within 30 days.

The Parties acknowledge that the taxes and levies referred to are separate and distinct from the taxes imposed directly on the sale of Liquefied Petroleum Gas (Propane) such as Goods and Services Tax (GST) and Territorial Fuel Tax.

For the period from September 1, 2012 to August 31, 2015 inclusive:

- The mark-up applied to each location will remain firm;
- The rack rate will fluctuate;
- The rack rate on the day of each delivery, will apply;
- The rack rate must be supported by refinery rack rate documentation for each day of delivery;
- The unit prices for the rental of tanks will remain firm;
- The unit prices for the installation of tanks will remain firm.

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Year 4 (Optional Period): For the period from September 1, 2015 to August 31, 2016 inclusive:

- The mark-up applied to each location will remain firm;
- The rack rate will fluctuate;
- The rack rate on the day of each delivery, will apply;
- The rack rate must be supported by refinery rack rate documentation for each day of delivery;
- The unit prices for the rental of tanks will remain firm;
- The unit prices for the installation of tanks will remain firm.

Year 5 (Optional Period): For the period from September 1, 2016 to August 31, 2017 inclusive:

- The mark-up applied to each location will remain firm;
- The rack rate will fluctuate;
- The rack rate on the day of each delivery, will apply;
- The rack rate must be supported by refinery rack rate documentation for each day of delivery;
- The unit prices for the rental of tanks will remain firm;
- The unit prices for the installation of tanks will remain firm.

The information below will be used for evaluation purposes:

The Estimated Annual Usage is for evaluation purposes only and is based on the average consumed over one cold winter and one milder winter.

Offeror must supply the following with bid submission:

- Refinery Rack Rate as of May 29, 2012: \$ _____/litre
- Refinery used: _____
- Refinery Rack Rate Notification documentation from the refinery.

Note: NA = Not Applicable

Item	Description of Requirements	Rack Rate	Mark -Up	Unit Price	Estimated Usage	Extended Total
1	Bulk delivery of propane to locations in Fox Lake, Alberta area, in accordance with list of tanks and locations as detailed on Annex A.	\$ _____/ Litre	\$ _____/ Litre	\$ _____/ Litre (rack rate+ mark-up)	121,000 litres x 3 years	\$ _____
2	Rental of tanks in Fox Lake location in accordance with the Requirement listed in Annex A - 14 tanks (1,000 US gallons each)	NA	NA	\$ _____/ tank/month x 14 tanks	36 months	\$ _____
3	Installation of tanks in Fox Lake location accordance with the Requirement listed in Annex A	NA	NA	\$ _____/ tank	14 tanks	\$ _____
4	Bulk delivery of propane to locations in Garden River, Alberta area, in accordance with list of tanks and locations as detailed on Annex A.	\$ _____/ Litre	\$ _____/ Litre	\$ _____/ Litre (rack rate+ mark-up)	55,000 litres x 3 years	\$ _____
5	Rental of tanks in Garden River location in accordance with the Requirement listed in Annex A - 15 tanks (1,000 US gallons each)	NA	NA	\$ _____/ tank/month x 15 tanks	36 months	\$ _____
6	Installation of tanks in Garden River location accordance with the Requirement listed in Annex A	NA	NA	\$ _____/ tank	15 tanks	\$ _____
7	Bulk delivery of propane to locations in John D'Or, Alberta area, in accordance with list of tanks and locations as detailed on Annex A.	\$ _____/ Litre	\$ _____/ Litre	\$ _____/ Litre (rack rate+ mark-up)	34,000 litres x 3 years	\$ _____
8	Rental of tanks in John D'Or location in accordance with the Requirement listed in Annex A - 14 tanks (1,000 US gallons each)	NA	NA	\$ _____/ tank/month	36 months	\$ _____

Item	Description of Requirements	Rack Rate	Mark -Up	Unit Price	Estimated Usage	Extended Total
				x 14 tanks		
9	Installation of tanks in John D'Or location accordance with the Requirement listed in Annex A	NA	NA	\$ ____/ tank	14 tanks	\$ ____
10	Bulk delivery of propane to locations in Atikameg, Alberta area, in accordance with list of tanks and locations as detailed on Annex A.	\$ ____/ Litre	\$ ____/ Litre	\$ ____/ Litre (rack rate+ mark-up)	36,000 litres x 3 years	\$ ____
11	Rental of tanks in Atikameg location in accordance with the Requirement listed in Annex A - 3 tanks (1,000 US gallons each)	NA	NA	\$ ____/ tank/month x 3 tanks	36 months	\$ ____
12	Installation of tanks in Atikameg location accordance with the Requirement listed in Annex A	NA	NA	\$ ____/ tank	3 tanks	\$ ____
13	Bulk delivery of propane to locations in Woodland Cree, Alberta area, in accordance with list of tanks and locations as detailed on Annex A.	\$ ____/ Litre	\$ ____/ Litre	\$ ____/ Litre (rack rate+ mark-up)	52,000 litres x 3 years	\$ ____
14	Rental of tanks in Woodland Cree location in accordance with the Requirement listed in Annex A - 1 tank (2,900 US gallons)	NA	NA	\$ ____/ tank/month	36 months	\$ ____
15	Installation of tanks in Woodland Cree location accordance with the Requirement listed in Annex A	NA	NA	\$ ____/ tank	1 tank	\$ ____
16	Bulk delivery of propane to locations in North Tallcree, Alberta area, in accordance with list of tanks and locations as detailed on Annex A.	\$ ____/ Litre	\$ ____/ Litre	\$ ____/ Litre (rack rate+ mark-up)	14,000 litres x 3 years	\$ ____
17	Rental of tanks in North Tallcree location in accordance with the Requirement listed in Annex A - 2 tanks (1,000 US gallons each)	NA	NA	\$ ____/ tank/month x 2 tanks	36 months	\$ ____
18	Installation of tanks in North Tallcree location accordance with the Requirement listed in Annex A	NA	NA	\$ ____/ tank	2 tanks	\$ ____
19	Bulk delivery to of propane to locations in South Tallcree, Alberta area, in accordance with list of tanks and locations as detailed on Annex A.	\$ ____/ Litre	\$ ____/ Litre	\$ ____/ Litre (rack rate+ mark-up)	19,000 litres x 3 years	\$ ____
20	Rental of tanks in South Tallcree location in	NA	NA	\$ ____/ tank/month	36 months	\$ ____

Item	Description of Requirements	Rack Rate	Mark -Up	Unit Price	Estimated Usage	Extended Total
	accordance with the Requirement listed in Annex A - 2 tanks (1,000 US gallons each)			x 2 tanks		
21	Installation of tanks in South Tallcree location accordance with the Requirement listed in Annex A	NA	NA	\$ ____/ tank	2 tanks	\$ ____
22	Bulk delivery of propane to locations in Loon River, Alberta area, in accordance with list of tanks and locations as detailed on Annex A.	\$ ____/ Litre	\$ ____/ Litre	\$ ____/ Litre (rack rate+ mark-up)	14,000 litres x 3 years	\$ ____
23	Rental of tanks in Loon River location in accordance with the Requirement listed in Annex A - 2 tanks (1,000 US gallons each)	NA	NA	\$ ____/ tank/month x 2 tanks	36 months	\$ ____
24	Installation of tanks in Loon River location accordance with the Requirement listed in Annex A	NA	NA	\$ ____/ tank	2 tanks	\$ ____
25	Bulk delivery of propane to locations in Big Horn, Alberta area, in accordance with list of tanks and locations as detailed on Annex A.	\$ ____/ Litre	\$ ____/ Litre	\$ ____/ Litre (rack rate+ mark-up)	10,000 litres x 3 years	\$ ____
26	Rental of tanks in Big Horn location in accordance with the Requirement listed in Annex A - 2 tanks (1,000 US gallons each)	NA	NA	\$ ____/ tank/month x 2 tanks	36 months	\$ ____
27	Installation of tanks in Big Horn location accordance with the Requirement listed in Annex A	NA	NA	\$ ____/ tank	2 tanks	\$ ____
Total Assessed Bid Price = The aggregate of the extended totals for items 1-27 inclusive:						\$ ____

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ANNEX C SITE MAPS

Will be provided upon request. Please contact the Contracting Authority identified on Page 1 of the solicitation at least 10 calendar days prior to solicitation closing.

ANNEX D INSURANCE REQUIREMENTS

1.0 COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The 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. r.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.

2.0 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.

3.0 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.