

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3**

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

<b>Title - Sujet</b> Propane	
<b>Solicitation No. - N° de l'invitation</b> 01586-120306/A	<b>Date</b> 2013-01-04
<b>Client Reference No. - N° de référence du client</b> 01586-120306	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$CAL-127-6037
<b>File No. - N° de dossier</b> CAL-2-35078 (127)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-02-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ray, Jane	<b>Buyer Id - Id de l'acheteur</b> cal127
<b>Telephone No. - N° de téléphone</b> (403)292-5318 ( )	<b>FAX No. - N° de FAX</b> (403)292-5786
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF AGRICULTURE AND AGRI-FOOD RESEARCH SUBSTATION ATTN: IAN WALKER ONEFOUR Alberta T0K 1R0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Solicitation No. - N° de l'invitation

01586-120306/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal127

Client Ref. No. - N° de réf. du client

01586-120306

File No. - N° du dossier

CAL-2-35078

CCC No./N° CCC - FMS No/ N° VME

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**List of Annexes:**

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

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

### 2. Summary

A Regional Individual Standing Offer (RISO) for the supply and delivery of Liquefied Petroleum Gas (bulk Propane), as required, to Agriculture and Agri-Food Canada (AAFC), Research Substation, located at: Onefour, Alberta, SW 15- 2- 4- W4 (approximately 6 km from the U.S. Border with Montana and 20 km from the Saskatchewan Border), during the period of the Standing Offer, in accordance with the list of tanks and locations specified in Annex "A".

The period of the Standing Offer is from the date of issuance to 28 February 2014, with an option to extend for one (1) additional one (1) year period from 1 March 2014 to 28 February 2015.

The requirement is subject to the provisions of 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 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services-Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.1 SACC Manual Clauses

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

### 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.

#### 2.1 Document required for Offers Evaluation Purposes

The Offeror must provide the following documents with its offer:

1. Refinery Rack price documentation.

Failure to submit the document(s) as required above will result in the offer being deemed non-responsive.

### 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 Alberta.

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

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **1. Offer Preparation Instructions**

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

Section I: Financial Offer (1 hard copy)

Section II: 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 should:

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

## Section I: 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.

### 1.2 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 \_\_\_\_\_

- (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 II: 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.

#### 1.1 Financial Evaluation

The estimated quantities listed herein are for evaluation purposes only and will not form part of any resulting Standing Offer.

The aggregate offer price will be calculated using the following formula and the prices quoted at Annex "B", Basis of Payment (note: \$ per litre plus (+) rack price is defined as unit price):

- I. Unit price for Item 1 (x) times 90, 000L;  
 Plus ii. Unit price for Item 2;  
 Plus iii. Unit price for Item 3;

Equals (=) the aggregate offer price for the period from date of standing offer issuance to 28 February 2014.

This evaluation method will also be applied to the one (1) option year, and totaled for an overall aggregate offer price.

**1.2.1 SACC Manual Clause - M0222T (2010-01-11), Evaluation of Price****2. Basis of Selection****2.1 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

**PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation 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**

**1.1.1** By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive.

Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html) form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

## **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**

#### **2.1.1 Federal Contractors Program - over \$25,000 and below \$200,000** (to be completed by Offeror)

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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 a 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.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows: To be completed by offeror:

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 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;
- d. ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

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

## **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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D ". If some data are 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 quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

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The data must be submitted to the Standing Offer Authority no later than 15 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 and providing services against the Standing Offer is for one year from date of issuance to 28 February 2014.

#### **3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, from 1 March 2014 to 28 February 2015, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **4. Authorities**

#### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Jane Ray, Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
1650-635 8th Ave SW  
Calgary, AB T2P 3M3

Telephone: 403-292-5318

Facsimile: 403-292-5786

E-mail address: jane.ray@pwgsc-tpsgc.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: To be announced

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer.

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#### 4.3 Technical Authority

The Technical Authority for the Contract is: To be announced.

The Technical Authority named above 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 Technical Authority, however the Technical 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.

#### 4.4 Offeror's Representative (to be completed by Offeror)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

#### 5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer is: Agriculture and Agri-Food Canada.

#### 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, or an electronic version.

#### 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 (2012-11-19), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's offer dated\_\_\_\_\_.

## 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 Alberta.

## 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. 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 (2012-11-19), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

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### **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 - Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as per the call up, as specified in Annex "B", Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is 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 Single Payment**

H1000C (2008-05-12), Single Payment

#### **4.3 SACC Manual Clauses**

A9117C (2007-11-30), T1204-Direct Request by customer Department  
C2000C (2007-11-30), Taxes - Foreign-based Contractor  
C2505C (2008-05-12), Propane - Provincial Fuel Tax Excluded

#### **4.4 Payment by Credit Card**

The following credit cards are accepted: TBD and TBD.

### **5. Invoicing Instructions**

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

Each invoice must be supported by:

- (a) Refinery Rack Price Documentation as at delivery date;
- (b) provide metered delivery slips for each individual propane tank delivery; and
- (c) provide a copy of the Call-up Against the Standing Offer and any other documents as specified in the contract.

**5.2** 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.

## 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.

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

A9068C (2010-01-11), Government Site Regulations

B7500C (2006-06-16), Excess Goods

D3015C (2007-11-30), Dangerous Goods/Hazardous Products

**ANNEX "A"****REQUIREMENT**

A Regional Individual Standing Offer (RISO) for the supply and delivery of Liquefied Petroleum Gas (bulk Propane), as required, to Agriculture and Agri-Food Canada (AAFC), Research Substation, located at: Onefour, Alberta, SW 15 - 2 - 4- W4 (approximately 6 km from the U.S. Border with Montana and 20 km from the Saskatchewan Border), during the period of the Standing Offer, in accordance with the list of tanks and locations specified in Annex "A".

**Additional Information:**

All propane tanks are owned by AAFC.

**Requirements:**

- Offeror must have a head office or regional office located within a 400 km radius from the Agriculture and Agri-Food Canada, Onefour Research Substation, Onefour, AB.
- Offeror must have more than one delivery truck within this 400 km radius in the event the dispatched delivery truck experiences mechanical breakdown.

**Delivery and Service Requirements/Standards**

1. Tanks identified herein as "DO NOT FILL" are not to be filled without prior authorization from the Technical Authority;
2. Auto fill delivery service will be required. Offeror must ensure that no tank level is allowed to fall below 15% capacity.
3. A separate meter slip is required for each individual tank delivery;
4. Delivery trucks must be equipped with meters capable of giving printed meter slips; and
5. Methods of delivery must conform to all current Federal and Provincial propane related regulations.

**TANK LOCATIONS AND SIZE**

Item #	LOCATION	QUANTITY of TANKS	SIZE
1	NE of Weigh shed	1	1,893 L
2	Big tank North of Office	1	18,925 L
3a.	#20 Fire Hall	1	946 L
3b.	#20 Fire Hall	1	1,893 L
4a.	#2 Shop	1	3785 L
4b.	#2 Shop	1	1,893 L
5	#97 House Trailer	1	1,893 L
6	#7E Duplex	1	1,893 L
7	#7W Duplex	1	1,893 L
8	#95 House	1	1,893 L
9	#96 House	1	1,893 L
10	Cow Camp (6 miles from main sub-station)	5	1,893 L

**ANNEX "B"****BASIS OF PAYMENT**

- GST is to be excluded from prices quoted herein.
- GST, if applicable, to be shown as a separate item on the invoice.
- Offeror's invoicing to include Refinery Rack Price Documentation as at delivery date.

Provincial fuel tax is not applicable to propane when used for heating or power generation purposes and is excluded from the Contract Price.

The fixed markup price per litre shall include all delivery and offloading charges to the various tanks at the Onefour Research Substation, Onefour, Alberta, located approximately 6 km from the U.S. Border with Montana and 20 km from the Saskatchewan border.

Calculation for payment of price per litre of propane will be Refinery Rack Price plus Markup (Rack + \$ per Litre).

**The information below will be used for evaluation purposes for Tables 1 and 2,  
Offeror to supply with bid submissions the following:**

-Refinery Rack Price as of January 10, 2013: \$ \_\_\_\_\_/L

-Refinery used: \_\_\_\_\_

-Refinery Rack Price Documentation to be attached to bid.

**Table 1. For the standing offer from date of standing offer issuance to 28 February 2014.**

<b>Item #</b>	<b>DESCRIPTION</b>	<b>EST. QUANTITY</b>	<b>PRICING</b>
<b>1</b>	For the supply and bulk delivery of Propane in accordance with Annex "A".  Markup per litre for propane (inclusive of all delivery charges and expenses.) The markup price is in addition to the Refinery Rack Price on the delivery date of a "Call-up against a Standing Offer":	90,000 L	\$ _____/L
<b>2</b>	Transportation Fee		\$ _____/delivery
<b>3</b>	Hazardous Material Fee		\$ _____/delivery

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**Table 2. For the option period 1 March 2014 to 28 February 2015.**

<b>Item #</b>	<b>DESCRIPTION</b>	<b>EST. QUANTITY</b>	<b>PRICING</b>
<b>1</b>	For the supply and bulk delivery of Propane in accordance with Annex "A".  Markup per litre for propane (inclusive of all delivery charges and expenses.) The markup price is in addition to the Refinery Rack Price on the delivery date of a "Call-up against a Standing Offer":	90,000 L	\$_____/L
<b>2</b>	Transportation Fee		\$_____/delivery
<b>3</b>	Hazardous Material Fee		\$_____/delivery

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**ANNEX "C"****INSURANCE REQUIREMENTS****Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) Notice of Cancellation: The 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) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor
- (o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

### **Automobile Liability Insurance**

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

## Environmental Impairment Liability Insurance

1. The Contractor must obtain Storage Tank Third Party 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 Storage Tank Third Party 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.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract. (Contracting officers must insert the applicable options below and renumber accordingly.)
  - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

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.

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**ANNEX "D"****STANDING OFFER USAGE REPORT****Return to:**

Facsimile: (403) 292-5786

E-mail: wst-pa-cal@pwgsc-tpsgc.gc.ca

**The usage reports must be submitted no later than fifteen (15) calendar days after the end of the refresh period.**

**SUPPLIER:****STANDING OFFER NO:**

01586-120306 PROPANE

**DEPARTMENT OR AGENCY:**

Agriculture and Agri-Food Canada, Onefour, Alberta

**REPORTING****PERIOD:**

[ ] 1st quarter: April 1 to June 30; [ ] 2nd quarter: July 1 to September 30;  
[ ] 3rd quarter: October 1 to December 31; [ ] 4th quarter: January 1 to March 31.

Call-up No.	Description	Value of each call-up (GST included)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Total Dollar Value Call-ups for this reporting period:</b>		

**NIL REPORT:** We have not done any business with the Federal government for this period [ ]

**PREPARED BY:**

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_