

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 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
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Propane	
Solicitation No. - N° de l'invitation W168A-13S001/A	Date 2013-11-06
Client Reference No. - N° de référence du client DND	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-101-9989
File No. - N° de dossier EDM-3-36116 (101)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-17	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Clarke-Davies, Brodie	Buyer Id - Id de l'acheteur edm101
Telephone No. - N° de téléphone (780)497-3956 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB/ASU Wainwright DENWOOD Alberta T0B1B0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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, the Delivery and Service Locations, the Standing Offer Reporting, and Insurance Requirements.

2. Summary

For the supply of all labour, tools, materials, equipment, transportation and supervision necessary for the delivery of bulk liquefied petroleum gas (propane) in accordance with the Canadian Standards Board Specifications CAN/CGSB 3-14-M88 (current edition) into Crown-owned storage tanks and rental of 1000 gallon tanks to include delivery and off-loading, as required by the Department of National Defence (DND), Western Area Training Centre, Denwood (Wainwright), Alberta.

The Offeror is responsible for any repairs required to restore the tanks to good workable condition providing that the repairs are not due to misuse of equipment. If repairs are required due to misuse of equipment, the Department of National Defence will be responsible for the repair of the 1000 US gallon propane tank.

Delivery, off-loading, installation, blocking of the tanks and removal at the end of rental period are responsibility of the offeror.

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) 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

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

2. Submission of Offers

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

3. Enquiries - Request for Standing Offers

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

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

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of 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: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

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

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

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

To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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:

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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 III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

The offeror must offer all line items listed at Annex B – Basis of Payment.

1.2 Financial Evaluation

1.2.1 SACC Manual Clause M0222T (2013-04-25)

1.2.2 Lowest Aggregate Evaluated Price for each offer will be calculated as follows:

For item 1: The posted Rack Rate on November 1, 2013 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.

For items 2: The Unit Price/tank/month, times the number of tanks will be multiplied by the Estimated Usage to equal the Extended Total.

The aggregate of the Extended Totals for items 1 and 2 inclusive will equal the Total Assessed Bid Price.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's website](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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.

PART 6 - SECURITY, FINANCIAL AND 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 E.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

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

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 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 against the Standing Offer is for three (3) years from date of issue.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Brodie Clarke-Davies
Public Works and Government Services Canada
Acquisitions Branch
Western Region
5th floor Telus Plaza North
10025 Jasper Avenue
Edmonton, Alberta T5J 1S6
Telephone: (780) 497-3956
Fax: (780) 497-3510
Email: Brodie.Clarke-Davies@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 Determined**

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

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

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 and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____
Title: _____
Telephone: _____
Fax: _____
Email: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, locations in Denwood, (Wainwright), Alberta.

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 \$ 40,000.00 (Applicable Taxes included).

8. Priority of Documents

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

- a) The call up against the Standing Offer, including any annexes;
- b) The articles of the Standing Offer;
- c) The general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) The general conditions 2010A (2013-04-25), General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Delivery and Service Locations;
- h) Annex D, Standing Offer Reporting;
- i) Annex E, Insurance Requirements
- j) The Offeror's offer dated _____

9. 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 the Province of 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 (2013-04-25) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2013-04-25), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

The Offeror must make deliveries within seventy-two (72) hours of a call-up.

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit, as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

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

4.3 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-Based Contractor

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

2. Invoices must be distributed as follows:

a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. SACC Manual Clauses

A9006C (2012-07-16), Defence Contract

D3014C (2007-11-30), Transportation of Dangerous Goods/Hazardous Products

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

B7500C (2006-06-16), Excess Goods

Annex A

Requirement

For the supply of all labour, tools, materials, equipment, transportation and supervision necessary for the delivery of bulk liquefied petroleum gas (propane) in accordance with the Canadian Standards Board Specifications CAN/CGSB 3-14-M88 (current edition) into Crown-owned storage tanks and rental of 1000 gallon tanks to include delivery and off-loading, as required by the Department of National Defence (DND), Western Area Training Centre, Denwood (Wainwright), Alberta and in accordance with the terms and conditions contained herein.

On-site delivery and/or service locations are attached at Annex "C" to this Request for Standing Offer.

The Offeror is responsible for any repairs required to restore the tanks to good workable condition providing that the repairs are not due to misuse of equipment. If repairs are required due to misuse of equipment, the Department of National Defence will be responsible for the repair of the 1000 US gallon propane tank.

Delivery, off-loading, installation, blocking of the tanks and removal at the end of rental period are responsibility of the offeror.

A. Delivery

- 1) The Offeror must provide delivery within **two (2) working days** after receipt of a call-up placed by the Site Authority or designated representative.

MEET _____ **CANNOT MEET** _____

- 2) The Offeror must provide delivery within **twenty four (24) hours** after receipt of a call-up placed by the Site Authority or designated representative **during DND's exercise periods.**

MEET _____ **CANNOT MEET** _____

B. Name of the Manufacturing Plant (distribution point) that will be servicing this location.

Contact

Telephone #

Facsimile #

C. Delivery Standards

Methods of delivery shall conform to the National Standard of Canada standard CAN/CGA-B1429.2-M95 of the Canadian Gas Association, as amended to date.

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.
- Requirement must be in accordance with the Canadian Standards Board Specifications (CAN/CGSB 3-14-M88, current edition) for all three (3) years.
- The firm unit annual price for the rental of 1000 US Gallon tanks must include all costs for delivery, off-loading, installation, blocking of the tanks and removal at the end of rental period.

Liquefied Petroleum Gas (Propane) offered herein is in accordance with the rack rate on the day of each delivery.

The period of the Standing Offer will be for three (3) years, from date of issue.

- a) The mark-up applied will remain firm.
- b) The rack rate will fluctuate.
- c) The rack rate on the day of each delivery, will apply.
- d) The rack rate must be supported by refinery rack rate documentation for each delivery.
- e) The unit prices for the rental of the tank(s) will remain firm.
- f) The unit prices for the installation of tank(s) will remain firm.

ITEM	DESCRIPTION	ESTIMATED ANNUAL USAGE	RACK RATE (as of Nov 30, 2013)	MARK UP	FIRM UNIT PRICE YEAR 1 (Rack Rate + Mark-up)	FIRM UNIT PRICE YEAR 2	FIRM UNIT PRICE YEAR 3	EXTENDED PRICE
1	Propane Bulk	150,000 litres	\$_____/Litre	\$_____/Litre	\$_____/Litre			\$_____
2	Rental 1000 US Gallon Tanks	20 units	N/A	N/A	\$_____ Per tank annually	\$_____ Per tank annually	\$_____ Per tank annually	\$_____

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The information below will be used for evaluation purposes:

The estimated quantities above are used for evaluation purposes only and will not form part of any resultant standing offer.

The Offeror must supply the following with their offer submission:

- 1) Refinery Rack Rate as of November 30, 2013 \$_____ per litre
- 2) Refinery used: _____
- 3) Refinery Rack Rate Notification documentation from the refinery

Annex C

Delivery and Service Locations

Delivery is to be made by metered tank trucks into government tanks at the following locations:

ITEM	LOCATION	BUILDING NUMBER IN EXISTENCE	DELIVERY TYPE	TANK SIZE
A	Range 1		Bulk Delivery	1 x 1137 L Tank
B	Range 2		Bulk Delivery	1 x 1137 L Tank
C	Range 4/5	Bldg 447	Bulk Delivery	1 x 1137 L Tank
D	Range 6		Bulk Delivery	1 x 1137 L Tank
E	Range 8		Bulk Delivery	1 x 1137 L Tank
F	Range 10		Bulk Delivery	1 x 1137 L Tank
G	Range 11	Bldg 449	Bulk Delivery	1 x 2275 L Tank
H	Range 13	Bldg 450	Bulk Delivery	1 x 1137 L Tank
I	Range 16	Tower	Bulk Delivery	1 x 1137 L Tank
		Pers Bldg	Bulk Delivery	1 x 2275 L Tank
J	Range 19	Bldg 451	Bulk Delivery	1 x 1137 L Tank
K	Range 21	Bldg 453	Bulk Delivery	1 x 250 L Tank
		Stand Up Tank	Bulk Delivery	1 x 250 L Tank
		Pers Bldg	Bulk Delivery	1 x 1137 L Tank
L	Range 22		Bulk Delivery	1 x 2275 L Tank
M	Air Strip #21	Crash Shed	Bulk Delivery	1 x 4550 L Tank
		Pers Bldg	Bulk Delivery	1 x 4550 L Tank
N	Range 136		Bulk Delivery	1 x 500 L Tank
O	Gas Hut	Training Area	Bulk Delivery	1 x 500 L Tank
P	Building 576	FD MSA Trailers	Bulk Delivery	1 x 2000 L Tank
Q	BP6 (behind range control)	CMTC Tpt Trailer	Bulk Delivery	1 x 2000 L Tank

Annex D**Standing Offer Reporting Form**

Each Usage Report is to be comprised of data from completed Call Ups,

The first due date is _____ and reports are due every THREE (3) months thereafter.

The Offeror hereby offers to provide information on completed Callups as per the format below:

Supplier Name: Supplier Contact: Phone Number:	
Standing Offer Number:	
Reporting Period:	
Standing Offer Authority:	

Department (name and location)	Call up Number	Call-up date	Dollar Value (w/GST)

(A) Total Dollar Value (w/GST) for all Call-ups this <u>Reporting period:</u>	
(B) Total Number of Call-Ups to date:	
(C) Total Dollar Value (w/GST) for all Call-ups to date:	

The data must be submitted by Email on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority at **WST.PA-EDM@pwgsc-tpsgc.gc.ca**.

ANNEX E

INSURANCE REQUIREMENTS

1. 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. 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. 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.

3. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
- (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.