

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 W0134-14CYLV/A	Date 2014-03-26
Client Reference No. - N° de référence du client DND	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-015-10154
File No. - N° de dossier EDM-3-36327 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-06	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Major, Andrea	Buyer Id - Id de l'acheteur edm015
Telephone No. - N° de téléphone (780)497-3779 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE WCE Contracts 4 Wing Cold Lake PO Box 6550 Stn Forces COLD LAKE Alberta T9M2C6 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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TITLE: PROPANE**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 and any other annexes.

2. Summary

For the supply, delivery and off-loading of liquified petroleum gas (propane) used for heating in accordance with the CAN/CGSB 3.14-2013 into contractor owned rented tanks to the Department of National Defence (DND), 4 Wing Cold Lake, Cold Lake Alberta and Primrose Lake Evaluation Range (PLER), approximately 40 km north of the base as required by the

Department of National Defence and in accordance with the terms and conditions contained in the PWGSC Request for a Standing Offer document.

The requirement will also include the supply and installation of rental tanks (1000 lb, 500 lb and 250 lb) on multiple locations throughout the DND base for the period of the standing offer agreement.

Offerors must be able to provide delivery within 24 hours of request, Monday through Friday, except statutory holidays.

The Offeror will be responsible for the delivery and pick up of the tanks, including off-loading, on-loading and any required initial installation at site and for all maintenance and repairs of the tanks during the rental period. The Offeror must remove all tanks from the sites at the end of the rental period at no cost to the Canada.

One standing offer will be issued as a result of this solicitation for a term of three years from August 1, 2014 to July 31, 2017.

The estimated propane usage is 200,000 litres/year.

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

The offeror must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 (2014-03-01).

3. Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

4. Debriefings

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 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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: 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)

(<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 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:

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**

Compliant with the Requirement in Annex A.

1.2 Financial Evaluation

With 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 evaluation purposes, the mark-up/discount will be added/subtracted to the evaluation rack rate price of \$0.32 CAD/L to form the net price. This price is for evaluation purposes only as pricing will comply with Annex B- Basis of Payment, rack rate on date of delivery.
3. The aggregate of the unit prices for items 1 to 6 inclusive will equal the Total Assessed Bid Price.

1.2.1 SACC Manual Clause M0222T (2013-04-25), Evaluation of Price.

1.2.2 The Total Assessed Offer Price will be calculated in the following method:

1. The unit price after discount/mark-up will be extended by its applicable estimated yearly usage to obtain a total line item price.
2. The sum of the total line item prices will equal the Assessed Offer Price for the respective year.
3. The Aggregate Total of all three (3) years will equal the Total Assessed Offer Price.

2. Basis of Selection

2.1 SACC Manual Clause M0031T (2007-05-25), Basis of Selection- Mandatory Technical Criteria Only

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to co-operate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions 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" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada -Labour's website.

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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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 F .

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 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 SACC Manual Clause

M3000C (2006-08-15), Price Lists

2.3 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 F. 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 from August 1, 2014 to July 31, 2017.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Andrea Major
Public Works and Government Services Canada
Acquisitions Branch
Address: 5th Floor, Telus Plaza North, 10025 Jasper Avenue, Edmonton, AB T5J 1S6

Telephone: (780) 497-3779
Facsimile: (780) 497-3510
E-mail address: andrea.major@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 Standing offer authority, he is responsible for any contractual issues relating to individual call ups made against the Standing Offer by any Identified User.

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4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

5. Identified Users

The Identified User authorized to make call ups against the Standing Offer is: Department of National Defence (Alberta) delegated representatives as stated on PWGSC-TPSGC 942 form or electronic document..

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 electronic document.

7. Limitation of call ups

Individual call ups against the Standing Offer must not exceed \$40, 000.00 (Applicable Taxes included).

8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*to be determined at Standing Offer issue*) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2014-03-01), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Fuel Tank Locations;
- h) Annex D, Exemption Certificate;

- i) Annex E, Standing Offer Reporting;
- j) Annex F, Insurance;
- k) the Offeror's offer dated _____.

10. Certifications

10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

11. 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 (2014-03-01) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2014-03-01), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

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 Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in items 2-7, Annex B- Basis of Payment. 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 Standing offer authority before their incorporation into the Work.

4.2 Ceiling Price

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, plus a profit as determined in accordance with item 1, in the Basis of Payment in Annex B, to a ceiling price of \$ _____ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

4.3 Single Payment

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

4.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

4.5 SACC Manual Clauses

M3501C (2008-05-12), Price adjustment - Petroleum Products;
C2000C (2007-11-30), Taxes- Foreign-based Contractor.

5. Invoicing Instructions

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

One invoice, for all services specified in the standing offer (including tank rental), must be issued for each call-up

Every invoice 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) building name/type;
- (f) printed meter slips for each delivery of petroleum products shown on the invoice;
- (g) amounts consumed;
- (h) tank rental amount, if applicable;
- (i) the amount invoiced (exclusive of the Goods and Services Tax (GST));
- (j) contractor shall invoice on a separate account set up for this contract, no other account invoices shall be included;
- (k) any carry-over balance for each Location(s) must be shown separately (i.e., statement) from the monthly invoices and must reference the original invoice number

6. Insurance

The Contractor must comply with the insurance requirements specified in Annex F . 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". 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*

A9019C (2011-05-16), Hazardous Waste Disposal;
A9039C (2008-05-12), Salvage;
A9062C (2011-05-16), Canadian Forces Site Regulations;
B1505C (2006-06-16), Shipment of Hazardous Materials;
B7500C (2006-06-16), Excess Goods;
D3010C (2012-07-16), Dangerous Goods/Hazardous Products;
D3015C (2007-11-30), Dangerous Goods/Hazardous Products.

ANNEX A REQUIREMENT

For the supply, delivery and off-loading of liquified petroleum gas (propane) used for heating in accordance with the CAN/CGSB 3.14-2013 into contractor owned rented tanks to the Department of National Defence (DND), 4 Wing Cold Lake, Cold Lake, Alberta and Primrose Lake Evaluation Range (PLER), approximately 40 km north of the base as required by the Department of National Defence and in accordance with the terms and conditions contained in the PWGSC Request for a Standing Offer document.

The requirement will also include the supply and installation of rental tanks (1000 lb, 500 lb and 250 lb) on multiple locations throughout the DND base for the period of the Standing Offer Agreement.

Offerors must be able to provide delivery within 24 hours of request, Monday through Friday, except statutory holidays.

The Offeror will be responsible for the delivery and pick up of the tanks, including off-loading, on-loading and any required initial installation at site and for all maintenance and repairs of the tanks during the rental period. The Offeror must remove all tanks from the sites at the end of the rental period at no cost to Canada.

One standing offer will be issued as a result of this solicitation for a term of three years from August 1, 2014 to July 31, 2017.

Product, Use of Pending Approval

If it is determined, following acceptance and during use, that the product does not meet the specification, the Offeror agrees to pay 25 per cent of the price of the product used and to accept return of the balance at its own expense and refund any payments made therefor.

Liquefied Petroleum Gas

Provincial fuel tax rates of propane or butane are not applicable and should be deleted from the Proposed Basis of Payment listed as Annex B. **If used as motive fuel, an exemption certification, attached as Annex D, is to be provided by the Department of National Defence at time of call up or invoice relating to the propane sold.**

Petroleum Products, Supply of

Name and address of supplying agency:

ANNEX B BASIS OF PAYMENT

Pricing Formula for the Period: August 01, 2014 - July 31, 2017

- The "Unit Price" is to be firm, F.O.B. Destination including all delivery charges to the various locations, as detailed herein, GST & Fuel Taxes, if applicable extra.
- 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.

For the period from August 01, 2014 to July 31, 2017 inclusive:

- 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 mark-up/discount applied to each location will remain firm;
- The unit prices for the rental of tanks will remain firm;
 - The unit prices for the installation and removal of tanks will remain firm.

Item	Description	Estimated Yearly Usage	Rack Rate	Less Discount/plus Mark-up	Unit Price after Discount / Mark-up
1	Propane, Bulk (CAN/CGSB-3.14-2013) delivered to various tanks and locations detailed in Annex "C" Fuel Tank Locations Cost Prices in accordance with the current RACK RATE at the time of Call up:	200,000 L	\$_____/L	\$_____/L	\$_____/L
2	Annual rental of tanks (1000 lb)	26 Tanks			\$_____/tank
3	Annual rental of tanks (500 lb)	5 Tank			\$_____/tank
4	Annual rental of tanks (250 lb)	4 Tanks			\$_____/tank
5	Delivery of rental tanks, if applicable.	35 Tanks			\$_____/tank
6	Installation, set up, blocking charges of rental tanks, if applicable.	35 Tanks			\$_____/tank
Assessed Offer Price - Year 1					\$

Pricing Formula for the Period: August 01, 2015 - July 31, 2016

	Description	Estimated Yearly Usage	Rack Rate	Less Discount/plu s Mark-up	Unit Price after Discount/ Mark-up
1	Propane, Bulk (CAN/CGSB-3.14-2013) delivered to various tanks and locations detailed in Annex "C" Fuel Tank Locations Cost Prices in accordance with the current RACK RATE at the time of Call up:	200,000 L	\$_____/L	\$_____/L	\$_____/L
2	Annual rental of tanks (1000 lb)	26 Tanks			\$_____/ tank
3	Annual rental of tanks (500 lb)	5 Tank			\$_____/ tank
4	Annual rental of tanks (250 lb)	4 Tanks			\$_____/ tank
Assessed Offer Price - Year 2					\$

Pricing Formula for the Period: August 01, 2016 - July 31, 2017

Item	Description	Estimated Yearly Usage	Rack Rate	Less Discount /plus Mark-up	Unit Price after Discount / Mark-up
1	Propane, Bulk (CAN/CGSB-3.14-2013) delivered to various tanks and locations detailed in Annex "C" Fuel Tank Locations Cost Prices in accordance with the current RACK RATE at the time of Call up:	200,000 L	\$_____/L	\$_____/L	\$_____/L
2	Annual rental of tanks (1000 lb)	26 Tanks			\$_____/ tank
3	Annual rental of tanks (500 lb)	5 Tank			\$_____/ tank
4	Annual rental of tanks (250 lb)	4 Tanks			\$_____/ tank
5	Removal of tanks at end of Standing Offer	35 Tanks			\$_____/ tank
Assessed Offer Price - Year 3					\$

Total Assessed Offer Price

Assessed Offer Price - Year 1	\$
Assessed Offer Price - Year 2	\$
Assessed Offer Price - Year 3	\$
Total Assessed Offer Price	\$

Tax Changes:

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 Contractor of supplying Liquefied Petroleum Gas (Propane) at Edmonton, Alberta pursuant to this Standing Offer and which is effective after the date of submissions of the Contractor's proposal. The Contractor shall forward to the Minister a certified statement showing the increase or decrease in the cost to the Contractor that is directly attributable to the change in or imposition of a new tax or levy.

Any price adjustments made during the period of the Standing Offer Agreement may be verified by Government audit. Any payments made to the Contractor 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 promptly refunded to Canada.

Solicitation No. - N° de l'invitation

W0134-14CYLV/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm015

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

EDM-3-36327

Special Offers

In addition to the above pricing, special offering due to year end surplus manufacturing runs, special job lots, sales, etc. to be made available as they occur if of lessor cost than under the above pricing arrangement

ANNEX C

FUEL TANK LOCATIONS

Item	Location	Tank Size
4 Wing Cold Lake Buildings		
1	Bldg 658	1 x 1000 lb.
2	Bldg 69-A	2 x 1000 lb.
3	Bldg 104B/127	1 x 1000 lb.
4	Bldg 181	2 x 1000 lb.
5	Bldg 175 Pod Shop	2 x 1000 lb.
6	Bldg 723 Firehall Garage	2 x 1000 lb.
7	Bldg 152 Gas Hut	1 x 1000 lb.
8	Bldg 610 OD Ranch	1 x 500 lb.
9	Trailers at 419 Site	2 x 250 lb.
10	Trailer Near B648 Medley Terminal	2 x 250 lb.
11	Trailer Near B69 (Med Trailer)	1 x 1000 lb.
PLER Range Buildings		
1	Bldg 319	1 x 1000 lb.
2	Bldg 320	2 x 1000 lb.
3	Bldg 325	2 x 500 lb.
4	Bldg 344	2 x 1000 lb.
5	Bldg 346	2 x 1000 lb.
6	Bldg 376	1 x 1000 lb.
7	Bldg 379	1 x 1000 lb.
8	Bldg 392	1 x 500 lb.
9	Bldg 393	1 x 1000 lb.
10	Bldg 398	1 x 1000 lb.
11	Bldg 417	1 x 1000 lb.
12	Bldg 420	2 x 2000 lb. (client owned tanks, no need for tank rental)
13	Bldg 421	1 x 1000 lb.
14	Bldg 422	1 x 500 lb.
15	Bldg 423	1 x 1000 lb.

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Annex D Exemption Certificate

Fuel Tax on LPG purchased in Alberta for use as a motive fuel

In accordance with the Alberta Fuel Tax Act, Propane Producers and Distributors, dated January 1997, paragraph 6, Propane paid for directly by the Government of Canada (not by a government employee) is not subject to fuel tax. The Government of Canada includes all federal government departments, and a number of agencies and Crown Corporations.

The Department of National Defence is to provide the following exemption certificate on the Contract (Call up form PWGSC 942 "Call up Against a Standing Offer") or invoice relating to the propane sold. Tax must be included in the price of any propane sold to a purported government entity that did not produce an exemption certificate if it can be used for motive purposes in Alberta.

"This is to certify that the propane ordered/purchased hereby is being purchased by the Department of National Defence which is part of the Government of Canada or is a tax-free Government of Canada agency, and is therefore not subject to Alberta fuel tax."

Signature

Date

ANNEX E STANDING OFFER REPORTING

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

The first due date is _____, and reports are due every _____ months thereafter.

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

Supplier Name		Contact Name / Number:	
Standing Offer Number:		Period Covered	

Department	Call up Number	Dollar Value (GST Included)

(A) Total Dollar Value Callups for this Reporting period:	
(B) Accumulated Callup totals to date:	
(A+B) Total Accumulated Callups:	

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**

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Annex F Insurance

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) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents

O) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

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. The policy must include the following:

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.