



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Pacific Region

401 - 1230 Government Street

Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

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

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet RMSO Bulk Liquid Propane	
Solicitation No. - N° de l'invitation E6VIC-180002/A	Date 2018-07-12
Client Reference No. - N° de référence du client E6VIC-180002	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-240-7545
File No. - N° de dossier VIC-8-41003 (240)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-14	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Hogg(VIC), Mike	Buyer Id - Id de l'acheteur vic240
Telephone No. - N° de téléphone (250)217-5640 ()	FAX No. - N° de FAX (250)363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA RM 401 1230 GOVERNMENT ST VICTORIA British Columbia V8W3X4 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

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

TABLE OF CONTENTS

TITLE:

Supply and delivery of liquified petroleum gas (Propane in bulk and filled cylinders);
Rentals or lease of propane cylinders or tanks; and
Repairs and maintenance of propane tanks including testing and remarking of cylinders and/or
tanks at regular intervals.

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Security Requirement
- 1.4 Debriefings

PART 2 - OFFEROR INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Offers
- 2.3 Improvement of Requirement During Solicitation Period
- 2.4 Enquiries - Request for Standing Offers
- 2.5 Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1 Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1 Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - INSURANCE REQUIREMENTS

- 6.1 Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 7.1 Offer
- 7.2 Security Requirement
- 7.3 Standard Clauses and Conditions
- 7.4 Term of Standing Offer

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

-
- 7.5 Authorities
 - 7.6 Identified Users
 - 7.7 Call-up Instrument
 - 7.8 Limitation of Call-ups
 - 7.9 Priority of Documents
 - 7.10 Certifications
 - 7.11 Applicable Laws

B. RESULTING CONTRACT CLAUSES

- 7.1 Requirement
- 7.2 Security Requirements
- 7.3 Standard Clauses and Conditions
- 7.4 Term of Contract
- 7.5 Payment
- 7.6 Invoicing Instructions
- 7.7 Insurance Requirements
- 7.8 SACC Manual Clauses

LIST OF ANNEXES:

- Annex A - Requirement
- Annex B - Basis of Payment
- Annex C - Insurance Requirements
- Annex D - Standing Offer Usage Report (sample reporting form)
- Annex E - Security Requirements
- Annex F - Information Requested with Offer

PART 1 - GENERAL INFORMATION

Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

1.1 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: |

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

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.

1.2 Summary

For the Supply and delivery of liquified petroleum gas (Propane in bulk and filled cylinders) ; Rental or lease of propane cylinders or tanks; and Repairs and maintenance of propane tanks including testing and remarking of cylinders and/or tanks at regular intervals as set out in the RFSO.

The total area of coverage is comprised of eleven (11) geographic regions as defined in Annex A-1.

PWGSC intends to issue one Standing Offer for each geographical region listed in Annex A-1. An Offeror may bid on one or more Regions. Should one Offeror provide the lowest evaluated price on an aggregate basis for multiple geographic regions, PWGSC will issue a single standing offer to that Offeror indicating all applicable regions. Only the region(s) offered by the Supplier in its Offer will be included in the resulting Standing Offer.

A maximum of eleven (11) Standing Offers may be issued as a result of this Request for Standing Offer.

Estimated usages are provided at Annex "B" Proposed basis of payment for evaluation purposes only. Actual usage will vary.

As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

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 Canadian Free Trade Agreement (CFTA).

For Region 11 - Yukon only:

Depending on the final delivery destination, the requirement may be subject to the provisions of one or more of the following Comprehensive Land Claims Agreements:

- Champagne and Aishihik First Nations Final Agreement
- Carcross/Tagish First Nation Final Agreement
- First Nation of Nacho Nyak Dun Final Agreement
- Inuvialuit Final Agreement
- Gwich'in Comprehensive Land Claim Agreement
- Kwanlin Dun First Nation Final Agreement
- Kluane First Nation Final Agreement

- Little Salmon/Carmacks First Nation Final Agreement
- Selkirk First Nation Final Agreement
- Tr'ondek Hwech'in Final Agreement
- Ta'an Kwach'an Council Final Agreement
- Teslin Tlingit Council Final Agreement
- Vuntut Gwich'in First nation Final Agreement.

1.3 Security Requirement

There is no security requirement associated with the issuance of the resulting Standing Offer. However, the delivery and installation of the goods procured under this Standing Offer may be subject to security requirements. Any security requirements will be identified in, and the appropriate clauses incorporated into the resulting call-up.

1.4 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

2.1 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
(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2017-04-24 Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: the words “departments and agencies” and “Canada”
Insert: Authorized User

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

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

2.1.1 Canadian General Standards Board - Standards

A copy of the standards referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: [Canadian General Standards Board](#)

2.1.2 SACC Manual Clauses

A9020C (2006-06-16), Cylinder Hook-up
B1000T (2014-06-26), Condition of Material
M0019T (2007-05-25), Firm Price and/or Rates

2.2 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.

2.3 Improvement of Requirement During Solicitation Period

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

Should bidders consider that the specifications or Statement of Work or Basis of Payment contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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.

2.5 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 British Columbia.

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

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy and 1 soft copy on CD, DVD or USB)
Section II: Financial Offer (1 hard copy and 1 soft copy on CD, DVD or USB)
Section III: Certifications (1 hard copy and 1 soft copy on CD, DVD or USB)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only as in Annex B. No prices must be indicated in any other section of the offer. The Offeror must complete Annex B in Microsoft Excel file extension .xls on CD or DVD or USB that must be readable and editable by the Standing Offer Authority.

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.

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.

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria - AT SOLICITATION CLOSING

Each offer received will be evaluated to determine whether it meets the mandatory requirements listed below. Failure to meet any of the mandatory requirements at solicitation closing will render your submission non-responsive and given no further consideration:

Solicitation No. - N° de l'invitation
 E6VIC-180002/A
 Client Ref. No. - N° de réf. du client
 E6VIC-180002

Amd. No. - N° de la modif.
 File No. - N° du dossier

Buyer ID - Id de l'acheteur
 vic240
 CCC No./N° CCC - FMS No./N° VME

	Mandatory Technical Criteria:	COMPLY	NOT COMPLY	Identify pg # or reference # in their Offer where the information can be found
M1.	Offerors must submit their Emergency Response Assistance Plan (ERAP) number			
M2.	<p>Offerors must submit a copy of their carrier profile under the BC National Safety Code, including proof of their security clearance. The minimum rating allowed is "Acceptable - no verification".</p> <p>The submission of a security clearance certificate and a security clearance issued by other Canadian jurisdictions to replace the carrier profile of the BC National Security Code will be accepted if the Offeror resides outside of British Columbia.</p>			
M3.	<p>Document attesting to the price of the occasional wholesale refinery:</p> <p>Offerors must include with their bid a supporting document issued by the producer or propane distributor stating the price of the occasional wholesale tire in effect on any day of the week preceding the bid closing date. The occasional wholesale price is only the price paid by the supplier to the propane producer. Public Works and Government Services Canada reserves</p>			

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

4.1.2 Financial Evaluation

4.1.2.1 The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, delivered Incoterms 2000 Delivered Duty Paid (DDP) destination address, Canadian customs duties and excise taxes included.

4.1.2.2 METHOD OF CALCULATION FOR EVALUATION PURPOSES:

Offers will be evaluated on an aggregate basis based on the estimated usages provided in Annex "B" - Proposed basis of payment. Each geographic region will be evaluated separately.

Offerors should provide pricing for all items in each Section of the geographic region in Annex "A-1" for which they want to be considered. If any items are provided by the Offeror at "no cost" or free, the Offeror must indicate either \$0 or NIL in the pricing columns. Offerors must not leave any Unit Price blank. Specified items that are not individually priced in Annex "B" will be given the following values for evaluation purposes only, where applicable:

The greater of \$1.00 or the average price proposed for that item by other compliant offers.

For each geographic region, the evaluated price on an aggregate basis will be calculated as follows:

- 1) The Offeror's unit price for propane will be calculated as outlined in Annex "B" Basis of Payment:
- 2) Canada will multiply the Offeror's Unit Prices by the estimated quantities indicated in Annex "B" Basis of Payment to determine each evaluation subtotal.
- 3) The evaluation subtotals will then be added together to create a total evaluated price on an aggregate basis.
- 4) The extended prices as outlined in paragraphs 1, 2, 3, 4, 5 and 7 of Annex B, specifically pricing totals D through I, will then be added together to reach a final aggregate evaluated price for all years.

4.2 Basis of Selection

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 aggregate price on a Region-by-Region basis will be recommended for issuance of a standing offer.

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 cooperate 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.

5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.1.1 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.

5.1.2 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

6.1 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

7.1 Offer

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

7.1.2 Price Adjustment - Petroleum Products

1) The prices detailed in the Standing Offer are subject to upward or downward adjustment to allow for:

a) Changes due to the adjustment of prices of petroleum products which are the direct result of increased or decreased prices imposed by the petroleum producer or distributor. A copy of the notification of the initiator of price increases or decreases must be provided to the standing offer in a monthly summary or whenever there is an increase or decrease in propane prices by the petroleum producer or distributor, supported by the Rack Price documentation in effect on the date of delivery.

-
- b) imposition of any new or changes to any existing levies, tariffs or fees of whatsoever nature applicable to any petroleum product, authorized, imposed or agreed to by Canada or any provincial government or by any Governmental Regulatory Authority.
- 2) The Standing Offer will not be revised to reflect the actual price of the increase or decrease at time of delivery. The Offeror must submit to the PWGSC Standing Offer Authority copies of all Price adjustment notifications forwarded to the Supplier from the petroleum producer or distributor of propane. The Offeror must invoice at only those prices specified in the Offeror's notification, supported by the Rack price documentation in effect on date of delivery.

7.2 Security Requirement

There is no security requirement associated with the issuance of a Standing Offer. However, the delivery and installation of the goods procured under this Standing Offer may be subject to security requirements. Any security requirements will be identified in, and the appropriate clauses incorporated into the resulting call-up.

7.3 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.

7.3.1 General Conditions

Standard Instructions, Clauses and Conditions Appendix B to Policy Notification 131 - Canadian Collaborative Procurement Initiative (CCPI) – General Condition 2009

General Conditions 2009 – Standing Offers – Goods or Services – Authorized Users

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

2009 01 Interpretation

In the Standing Offer, unless the context otherwise requires,

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User as specified in the Standing Offer and authorized to make call-ups against the Standing Offer;

"Call-up"

means an order issued by an Authorized User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between the Authorized User and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister;

"Federal Identified User"

means any Federal Government Department, agency or Crown corporation listed in

Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11;
"Offeror"

means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Authorized Users under the Standing Offer;

"Provincial/Territorial Identified User"

means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Standing Offer;

"Standing Offer"

means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority"

means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to permit Authorized Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Authorized Users.

2009 02 General

The Offeror acknowledges that a standing offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit Authorized Users to procure or contract for any goods, services or both listed in the Standing Offer. The Offeror understands and agrees that Authorized Users have the right to procure the goods, services or both specified in the Standing Offer by means of any other contract, standing offer or contracting method.

2009 03 Standard Conditions and Clauses

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c.16, the clauses and conditions identified in the Standing Offer by number, date and title are incorporated by reference and form part of the Standing Offer and any contract resulting from the Standing Offer as though expressly set out in the Standing Offer and resulting contract

2009 04 Offer

1. The Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when Authorized Users may request those goods or services or combination of goods and services, in accordance with the conditions listed at subsection 2 below.

2. The Offeror understands and agrees that:

a. a call-up against the Standing Offer will form a contract only when those goods or services or combination of goods and services have been requested, provided that the Call-up is made in accordance with the provisions of the Standing Offer;

b. Canada's liability is limited to that which arises from Call-ups against the Standing Offer made by Federal Identified Users only and within the period specified in the Standing Offer;

c. Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada. By issuing a call-up against the Standing Offer, the Provincial/Territorial Identified User accepts all responsibilities and

liabilities associated with the issuance and management of the call-up;

- d. Canada may require that the purchase of goods or services or combination of goods and services listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will provide the Offeror at least three months' notice before imposing such a requirement;
- e. the Standing Offer cannot be assigned or transferred in whole or in part;
- f. the Standing Offer may be set aside by Canada at any time

2009 05 Call-ups

If applicable, the Authorized Users will use the form included in the Standing Offer to order goods or services or combination of goods and services. Requests for goods or services or combination of goods and services may also be initiated through telephone calls, facsimiles, emails, etc. or by using acquisition cards (Visa or Master Card).

Call-ups ordered and paid for with acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.

2009 06 Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than 30 days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The 30 days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

2009 07 Revision

The period of the Standing Offer may only be extended, or its usage increased, by the Standing Offer Authority issuing a revision to the Standing Offer in writing.

2009 08 Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by Canada.

2009 09 Disclosure of Information

The Offeror agrees to the disclosure of its standing offer unit prices or rates by Canada, and further agrees that it will have no right to claim against Canada, the Authorized Users, their employees, agents or servants, in relation to such disclosure.

2009 10 Publication of Standing Offer Information

1. The Offeror agrees that Canada may publish certain information related to the Standing Offer or a catalogue. The Offeror agrees to the disclosure of the following information included in the Standing Offer:
 - a. the conditions of the Standing Offer;
 - b. the Offeror's procurement business number, its name, the name, address, telephone number, fax number and e-mail address of its representative;
 - c. the Offeror's profile and its level of security clearance;
 - d. the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
2. Canada will not be liable for any errors, inconsistencies or omissions in any published information. If the Offeror identifies any error, inconsistency or omission, the Offeror agrees to notify the Standing Offer Authority immediately.

2009 11 Integrity Provisions - Standing Offer

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the Request for Standing Offers on its closing date are incorporated into, and form a binding part of the Standing Offer and any resulting contracts. The Offeror must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.htm>

2009 12 Access to Information

Records created by the Offeror, and under the control of the Authorized Users, are subject to federal or provincial/territorial access to information and privacy laws as applicable. The Offeror acknowledges the responsibilities of the Authorized Users under these laws and must, to the extent possible, assist the Authorized Users in discharging these responsibilities. Furthermore, the Offeror acknowledges that section 67.1 of the Access to Information Act, R.S.C. 1985, c.A-1, or its equivalent at the provincial/territorial level, provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act, or its equivalent at the provincial/territorial level, is guilty of an offence and is liable to imprisonment or a fine, or both.

2009 13 Default by the Offeror

1. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, set aside the standing offer. The set aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
2. If the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately set aside the standing offer

2009 14 Code of Conduct for Procurement – Standing Offer

The Offeror agrees to comply with the Code of Conduct for Procurement and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

7.3.2 Standing Offer Reporting - Periodic Usage Report

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 ; October 1 to December 31

2nd quarter: January 1 to March 31.

3rd quarter:;April 1, to June 30

4th quarter: July 1 to September 30

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

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from date of issuance of Standing Offer to _____ inclusive.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Mike Hogg
Public Works and Government Services Canada
Pacific Region, Acquisitions
401 - 1230 Government St
Victoria, BC V8W 3X4
TELEPHONE: 250-217-5640
FACSIMILE: 250-363-0395
E-MAIL: Mike.Hogg@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 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.

7.5.3 Supplier's Representatives (To be completed by Offeror)

1. The Supplier's representatives listed below must be available to Canada at all times during Normal Business Hours to carry out the responsibilities listed below.

Information from the Supplier's offer will be added by the Standing Offer Authority to the table below upon issuance of the Standing Offer.

A	For General Inquiries regarding the Standing Offer, how to contact Authorized Dealers if any, etc.
	Name:
	Telephone No.:
	E-mail:
B	For Receiving Call-ups against the resulting Standing Offer (only this contact will be used by Canada):
	Name:
	Telephone No.:
	E-mail:

7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11, located in British Columbia and the Yukon.

7.7 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 only.

Payment by credit card does not constitute authorization or confirmation of the Work.

7.8 Limitation of Call-ups

7.8.1) Requirements below \$100,000.00 :

For individual requirements below \$100,000.00, the Identified User is permitted to issue individual Call-ups below this value, inclusive of all taxes.

7.8.2) Requirements estimated at \$100,000.00 or more:

Only the PWGSC Standing Offer Authority, on behalf of a client, is permitted to issue Call-ups for individual requirements estimated at \$100,000.00 or more, inclusive of all taxes.

The requirement must be submitted to Public Works and Government Services Canada (PWGSC) on either:

- i. a completed PWGSC 9200 form "Requisition for Goods and Services" to PWGSC for processing ; or
- ii. a completed PWGSC 942 form "Call-up Against a Standing Offer" on which the Client must sign the signature block in the bottom left corner of the PWGSC 942 form indicating that they have certified, pursuant to subsection 32 (1) of the Financial Administration Act, that the funding for the requirement is available. The PWGSC 942 form must then be submitted to PWGSC for signature, indicating the PWGSC Contracting Officer's approval on behalf of the Minister. PWGSC will then forward the authorized PWGSC 942 order to the RMSO Offeror.

7.8.3) Call-up Limitation Summary Table:

<u>Identified Users' Call-up Limitation</u>	<u>PWGSC's Call-up Limitation</u>
below \$100K	\$100K and over

7.9 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 2009, General Conditions - Standing Offers - Goods or Services;
- d. the general conditions 2015A, General Conditions - Goods (Medium Complexity);
- e. Annex A, Requirement;
- f. Annex B, Basis of Payment;
- g. Annex C, Insurance Requirements ;
- h. Annex D, Standing Offer Usage Report;
- i. Annex E, Security Requirements ;
- j. the Offeror's offer dated _____.

7.10 Certifications

7.10.1 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 Contractor 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.

7.11 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 _____ (to be inserted at contract award).

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.

7.1 Requirement

The Contractor must perform the Work detailed in the call-up against the Standing Offer.

7.1.1 Testing and Remarking of Cylinders/Tanks

The Contractor is responsible for the testing and remarking of cylinders and/or tanks at five-year intervals starting from the date of manufacture, in accordance with standard CSA B149.2-10 or most recent edition.

7.1.2 SACC Manual Clause B1505C (2016-01-28, Shipment of Dangerous Goods/Hazardous Products

7.2 SECURITY REQUIREMENT (Applies if article 7.2.1 a. or b. is checked)

or NO SECURITY REQUIREMENT

7.2.	<p>Security Requirement (<i>Applies if article 7.2.1.a. or b. is checked</i>)</p> <p><i>Identified Users are to choose ONE of the following for article 7.2.</i></p> <p>There is no security requirement attached to the requirement. <i>(If no security requirement, then delete 7.2.1, and no requirement for any of the further identified items.)</i></p> <p>OR</p> <p>There is a security requirement attached to the requirement.</p>
7.2.1	<p>The applicable security requirement(s) is (are) set out in the Security Requirement Check List attached as Annex E of this call-up The Contractor must fulfill the security requirements by meeting the terms below (<i>the checked article applies</i>).</p>
a.	<p>Contractor may be escorted; possession of security clearance not required.</p> <p>Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.</p>
b.	<p>Possession of security clearance(s) is required.</p> <p>The Contractor must meet the security clearance requirements contained in the clausings in Annex B herein.</p>

(IDENTIFIED USERS will include the Security Requirement article below if Section 7.2, article 7.2.1.b. herein applies to resulting Call-up. IDENTIFIED USERS may modify the provisions of the sub-articles to correspond to their specific needs.

The Contractor must also provide the information at article 4. below at the time indicated in article 3.

Security Requirement

1. Conditions
 - a. the Contractor must hold a valid organization security (DOS) clearance as indicated in Annex B;
 - b. the Contractor's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Annex B.
2. For additional information on security requirements, Offerors should refer to the Canadian Industrial Security Directorate (CID), Industrial Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.
3. The conditions in article 1 above must be met by the Contractor before the award of a contract/call-up. Offerors are reminded to obtain the required security clearance promptly. Any delay in the award of a contract/call-up to allow the successful Supplier to obtain the required clearance will be at the entire discretion of the Project Authority identified in Part 7A, Article 7.5.2.
4. Offerors are to supply the following information, as a minimum, to demonstrate compliance with the Security Requirement.
 - a. The Offeror's valid DOS clearance number issued by CISD;
 - b. The names of all individuals who will require access to classified or protected information, assets or sensitive work sites. It is desirable to also include their date of birth, their middle name, and their security clearance number issued by CISD.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

7.3.1 General Conditions

Appendix B to Policy Notification 131 - Canadian Collaborative Procurement Initiative (CCPI) – General Condition 2015a

General Conditions 2015A – Goods - Authorized User - (Medium Complexity)

The following general conditions are to be used when an Authorized User (Federal Identified User and Provincial/Territorial Identified User) is authorized/permitted access to PWGSC procurement documents.

These general conditions are to be used for medium complexity competitive or non-competitive requirements. Commercial goods are defined as off-the-shelf commercial products, off-the-shelf electrical and electronics products, off-the-shelf commercial spare parts with military specifications, standard information management/information technology requirements.

2015A 01 Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"Articles of Agreement"

means the clauses and conditions incorporated in full text or incorporated by reference from the

Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"Authorized User"

means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Contract;

"Authorized User's Property"

means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

"Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"Contract"

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contracting Authority"

means the person designated by that title in the Contract, or by notice to the Contractor, to act as the Authorized User's representative to manage the Contract;

"Contractor"

means the person, entity or entities named in the Contract to supply goods, services or both to the Authorized User;

"Contract Price"

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Cost"

means cost determined according to [Contract Cost Principles 1031-2](#) as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"Federal Identified User"

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11;

"Party"

means the Authorized User, the Contractor or any other signatory to the Contract and "Parties" means all of them;

"Provincial/Territorial Identified User"

means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"

on Page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Work"

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

2015A 02 Standard Clauses and Conditions

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16, the

clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

2015A 03 Powers of Authorized User

All rights, remedies, powers and discretions granted or acquired by the Authorized User under the Contract or by law are cumulative, not exclusive.

2015A 04 Status of the Contractor

The Contractor is an independent contractor engaged by the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Authorized User. The Contractor is responsible for all deductions and remittances required by law in relation to its employees

2015A 05 Condition of Material

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

2015A 06 Time of the Essence

It is essential that the Work be delivered within or at the time stated in the Contract

2015A 07 Excusable Delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - a. is beyond the reasonable control of the Contractor;
 - b. could not reasonably have been foreseen;
 - c. could not reasonably have been prevented by means reasonably available to the Contractor;and
 - d. occurred without the fault or neglect of the Contractor, will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
5. If the Contract is terminated under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. The Authorized User will pay the Contractor:

- a. the value, of all completed parts of the Work delivered to and accepted by the Authorized User, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- b. the Cost to the Contractor that the Authorized User considers reasonable in respect of anything else delivered to and accepted by the Authorized User.

The total amount paid by the Authorized User under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

2015A 08 Inspection and Acceptance of the Work

All the Work is subject to inspection and acceptance by the Authorized User. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized User will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

2015A 09 Warranty

1. Despite inspection and acceptance of the Work by or on behalf of the Authorized User without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by the Authorized User to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Authorized User must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by the Authorized User. If, in the opinion of the Authorized User, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.
3. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
 - a. the warranty period remaining, including the extension, or
 - b. 90 days or such other period as may be specified for that purpose by agreement between the Parties.

2015A 10 Invoice Submission

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the Authorized User, item or reference numbers, deliverable/description of the Work, contract number, [Authorized Users \(client\)](#)

- Reference Number (CRN).** Procurement Business Number (PBN), and financial code(s);
- b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2015A 11 Taxes

1. Authorized Users are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use the Authorized User's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency

Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, the Authorized User must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

2015A 12 Transportation Costs

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

2015A 13 Transportation Carriers' Liability

The Authorized User's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the Authorized User (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

2015A 14 Shipment Documentation

For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In

addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

2015A 15 Payment Period

1. The Authorized User's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 16.
2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

2015A 16 Interest on Overdue Accounts*

*This clause is applicable where payment of interests of overdue accounts is not prohibited by law in an Authorized User's jurisdiction.

1. For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association (Payments Canada);

"date of payment"

for a Federal Identified User means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

for a Provincial/Territorial Identified User means the date of the negotiable instrument drawn by the appropriate authorities of the province/territory to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable.
3. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. The Authorized User will not pay interest on overdue advance payments.

2015A 17 Audit

The amount claimed under the Contract is subject to an audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract

2015A 18 Compliance with Applicable Laws

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.
2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.
- 3.

2015A 19 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to the Authorized User after delivery and acceptance by or on behalf of the Authorized User.
2. However if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by the Authorized User belongs to the Authorized User upon such payment being made. This transfer of ownership does not constitute acceptance by the Authorized User of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the Authorized User in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
4. Upon transfer of ownership to the Work or any part of the Work to the Authorized User, the Contractor must, if requested by the Authorized User, establish to the Authorized User's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the Authorized User may require.

2015A 20 Authorized User's Property

The Contractor must take reasonable and proper care of all Authorized User's property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

2015A 21 Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

2015A 22 Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon any Authorized User.

2015A 23 Default by the Contractor

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada or any other

- applicable provincial law, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Authorized User gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
 4. Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to the Authorized User, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfilment of the Contract.
 5. Subject to the deduction of any claim that the Authorized User may have against the Contractor arising under the Contract or out of the termination, the Authorized User will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the Contracting Authority considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the Authorized User pursuant to a direction under subsection 4 and accepted by the Authorized User.

2015A 24 Termination for Convenience

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor agrees that it will only be paid the following amounts:
 - a. on the basis of the Contract Price, for any part of the Work completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
 - b. the Cost incurred by the Contractor for any part of the Work commenced, but not completed, prior to the date of the termination notice, plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual [section 10.65 Calculation of profit on negotiated contracts](#). The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay

immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

2015A 25 Right of Set-off

Without restricting any right of set-off given by law, the Authorized User may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Authorized User by the Contractor under the Contract or under any other current contract. The Authorized Users may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Authorized Users by the Contractor which, by virtue of the right of set-off, may be retained by the Authorized Users.

2015A 26 Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract

2015A 27 Contingency Fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement).

2015A 28 International Sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Authorized User any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for convenience in accordance with section 24.

2015A 29 Integrity Provisions – Contract

The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at Ineligibility and Suspension Policy.

2015A 30 Entire Agreement

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

2015A 31 Code of Conduct for Procurement – contract

The Contractor agrees to comply with the Code of Conduct for Procurement and to be bound by its

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

terms for the period of the Contract.

7.4 Term of Contract

7.4.1 Delivery Date

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

7.4.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) [destination address specified in call-up] Incoterms 2000 for shipments from a commercial contractor.

7.4.3 SACC Manual Clauses

D2000C (2007-11-30), Marking
D3010C (2016-01-28), Delivery of Dangerous Goods / Hazardous Products
D3015C (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

7.5 Payment

7.5.1 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 specified in Annex B. 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.

7.5.2 Single Payment

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

7.5.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0710C (2007-11-30), Time and Contract Price Verification

7.5.4 Overtime - Fixed Time Rate

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Project Authority. Payment for authorized overtime will be calculated in accordance with the Basis of Payment in Annex "B".

7.5.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

OR

No credit cards are accepted.

Credit cards may be accepted as a method of payment only. Payment by credit card does not exempt Identified Users from authorizing or confirming the Work as per Part 7A, Article 7.7. Only requirements authorized or confirmed as per Part 7A, Article 7.7 will be allowable under the terms and conditions of this Standing Offer.

7.6 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.

Each invoice MUST be accompanied by the following documentation:

- a. Copy of time sheets to support the claimed working time.
- b. documents showing the Rack Price on the date of delivery.
- c. real firm price on date of delivery.
- d. slips of delivery-related counters for each delivery to a propane tank.
- e. PWGSC copy of form PWGSC-942 "Call to the Standing Offer" and any other documents specified in the contract.

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 Call-up for certification and payment and addressed care of: *to be specified in the contract.* with telephone number: *to be specified in the contract.*

7.7 Insurance - Specific 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. 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.

7.8 SACC Manual Clauses

A9019C (2011-05-16), Hazardous Waste Disposal
A9062C (2011-05-16) Canadian Forces Site Regulations
A9068C (2010-01-11) Government Site Regulations

ANNEX "A" - REQUIREMENT

Requirement:

Supply and delivery of liquified petroleum gas (Propane in bulk and filled cylinders) ; Rental or lease of propane cylinders and tanks; and Repairs and maintenance of propane tanks including testing and re-marking of cylinders and/or tanks at regular intervals as set out in the RFSO, to any authorized representative of a government department, agency or Crown corporation located in British Columbia and the Yukon on an "as and when requested" or keep full basis.

Deliverables and Tasks:

1. To supply Liquefied Petroleum Gas (Propane) in bulk on an "as and when requested" or "keep full" basis , for both contractor and client owned tanks in accordance with current standard CAN/CGSB-3.14-2013 "Propane for Fuel Purposes", or most recent edition.
2. The Contractor must schedule a visit to client site upon receipt of the initial call-up and perform the following:
 - a. supply and install replacement tanks and equipment to replace current contractor owned tanks and cylinders at no charge to the Crown other than monthly rental charges;
 - b. provide Safety Inspection Report and recommendations for each site at no charge to the Crown.
 - c. Prepare a written inventory of tanks, and any other supplies and equipment that the Offeror will be providing, including Crown-owned tanks that will be regularly filled on a keep full basis, broken down by location and federal government department. A copy of this inventory shall be provided to both the Project Authority(s) and the Standing Offer Authority.
3. Replace and maintain contractor owned Cylinders and Tanks during the period of the standing offer. Contractor will supply and install all fittings, adapters and minor accessories at no charge to the Crown. Upon expiry of the Standing Offer, tank removal by the contractor will be done at no charge to the Crown. The contractor must reimburse the Crown for any unused fuel upon expiry of the Standing Offer.
4. Delivery:
 - i. Method of delivery shall conform to the National Standard of CAN/CGA B149.2-M95 of the Canadian Gas Association, as amended to date.
 - ii. Delivery for regular requirements must be within a maximum of 48 hours upon receipt of form PWGSC-TPSGC 942, Call-Up Against a Standing Offer duly authorized or on a full capacity basis with prior authorization made on the same document or on a "keep full" basis, as pre-authorized using the same document. When a call-up is issued for a period of time for a "keep full" requirement by an authorized user, it is the responsibility of the supplier to establish a delivery schedule so as to ensure that the minimum required volumes are maintained.
 - iii. Response time for urgent requirements must be within 24 hours of receipt of a call-up from the Identified User.

Solicitation No. - N° de l'invitation
E6VIC-18002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

-
- iv. Any request for routine repair and service will be available within two normal working days.
 - v. The Contractor must be available from Monday to Friday between 0700h and 1700h for the delivery of propane and repairs and maintenance. The Contractor must also be available on a 24 hour basis "including Saturdays, Sundays, and Holidays" as and when requested either by a signed form PWGSC-TPSGC 942, Call-Up Against a Standing Offer or verbally from authorized personnel.
5. All work must be performed, carried out and completed by fully licensed personnel in accordance with all legal regulation and by-laws applicable to the Work at the firm rates provided in Annex "B" Basis of Payment.
 6. For propane cylinders and tanks belonging to the customer, all services must be approved prior to commencement of the Work. Approval will be given by the Project Authority.
 7. Delivery trucks must be equipped with meters capable of printing delivery notes, and the Contractor shall provide printed delivery notes with each delivery of petroleum products.
 8. Hydrostatic test of pressure vessels must be in accordance with the latest edition of ASME Boiler and Pressure Vessel Code, Section V111, Division 1. The Contractor must submit the testing procedures to the owner (Consignee) for approval before commencement of work. The owner or its representative must witness the test if deemed necessary.
 9. Contractor will be responsible for all electrical hookups and obtaining any permits required for the proposed work, if applicable.
 10. All pads are the Crown's responsibility.
 11. For the Yukon, all fixed tanks must be supplied vaporizers.
 12. Any underground piping which may run from propane tanks to the building is the Crown's responsibility.

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

ANNEX "A-1" - Geographical Regions

INSTRUCTIONS TO OFFERORS

The Offeror must indicate which of the following geographic regions they are bidding on in their Offer in Annex "A-1" below, by checking off the Region where it is capable of providing the requirement as set in this document. Any Region that an Offeror checks below should be supported by information that appears in its bid.

D REGION 1 - Central British Columbia, including but not limited to:

- | | |
|------------------|-----------------|
| - 70 Mile House | - Houston |
| - 100 Mile House | - Lillooet |
| - Alexis Creek | - McBride |
| - Anahim Lake | - New Hazelton |
| - Barkerville | - Prince George |
| - Blue River | - Quesnel |
| - Burns Lake | - Smithers |
| - Clearwater | - Tatla Lake |
| - Clinton | - Valemount |
| - Fort St James | - Vanderhoof |
| - Fraser Lake | - Wells |
| - Granisle | - Williams Lake |
| - Hazelton | |

D REGION 2 - Kootenay Region, including but not limited to:

- | | |
|------------------|----------------------|
| - Cascade | - Midway |
| - Castlegar | - Nakusp |
| - Christina Lake | - Nelson |
| - Cranbrook | - Nelway |
| - Creston | - New Denver |
| - Elkford | - Paterson |
| - Fernie | - Rossland |
| - Fruitvale | - Rykerts |
| - Grand Forks | - Salmo |
| - Invermere | - Trail |
| - Kaslo | - Waneta |
| - Kimberley | - Yoho National Park |
| - Kingsgate | |

D REGION 3 - North Coast, including but not limited to:

- Atlin
- Bella Bella
- Bella Coola
- Dease Lake
- Kitimat
- Klemtu
- Masset
- Namu
- Nass Camp
- Pleasant Camp
- Prince Rupert
- Queen Charlotte City
- Queen Charlotte Islands
- Sandspit
- Stewart
- Terrace

REGION 4 - Northeastern British Columbia, including but not limited to:

- Chetwynd
- Dawson Creek
- Fort Nelson
- Hudson's Hope
- Mackenzie
- Tumbler Ridge
- Fort St John

D REGION 5 - Northern Okanagan/Shuswap, including but not limited to:

- Armstrong
- Ashcroft
- Barriere
- Cache Creek
- Chase
- Enderby
- Glacier National Park
- Golden
- Kamloops
- Kelowna
- Logan Lake
- Lumby
- Lytton
- Merritt
- Mount Revelstoke National Park
- Peachland
- Revelstoke
- Salmon Arm
- Vernon, including local training areas within Vernon Cadet Camp boundaries, and Bennetts Ranch located approx 40km South of Camp and Cherryville Range located approx 54km East of Camp.
- Silver Star

D REGION 6 - South Coast, including but not limited to:

- Bowen Island
- Gibsons
- Pemberton
- Powell River
- Sechelt
- Squamish
- Whistler

D REGION 7 - Southern Gulf Islands, including but not limited to:

- Galiano Island
- Mayne Island
- North Pender Island
- Prevost Island

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

D REGION 8 - Southern Okanagan Valley, including but not limited to:

- Carson
- Chopaka
- Keremeos
- Oliver
- Osoyoos
- Penticton
- Princeton
- Sicamous
- Summerland

D REGION 9 - Vancouver Island, including but not limited to:

- Alert Bay
- Bamfield
- Campbell River
- Chemainus
- Colwood
- Comox
- Cortes Island
- Courtenay
- Duncan
- Gabriola Island
- Ladysmith
- Lake Cowichan
- Lazo
- Nanaimo
- Nootka Island
- Pacific Rim (Tofino)
- Pacific Rim (Ucluelet)
- Pacific Rim National Park Reserve
- Parksville
- Port Alberni
- Port Alice
- Port Hardy
- Port McNeill
- Quadra Island
- Saanich
- Sayward
- Shawnigan Lake
- Sidney
- Sooke
- Tahsis
- Telegraph Cove
- Victoria

D REGION 10 - Vancouver Region, including but not limited to:

- Abbotsford
- Agassiz
- Aldergrove
- Burnaby
- Chilliwack
- Coquitlam
- Cultus Lake
- Delta
- Hope
- Huntingdon
- Langley
- Maple Ridge
- Matsqui
- Mission
- New Westminster
- North Vancouver
- Pitt Meadows
- Port Coquitlam
- Port Moody
- Richmond
- Surrey
- Vancouver
- West Vancouver
- White Rock

D REGION 11 - Yukon Territory

- Whitehorse
- Pelly Xing
- Carcross
- Haines Jct.
- Dawson City
- Ross River
- Mt. Nansen
- Faro
- Carmacks
- Tagish
- Teslin
- Mayo
- Watson Lake

ANNEX "B" - PROPOSED BASIS OF PAYMENT

PRICING INSTRUCTIONS:

- A. Firm unit prices are in Canadian dollars, the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) excluded, delivered Incoterms 2000 Delivered Duty Paid (DDP) destination address specified in the Call-up, and Customs duties and Excise taxes included.
- B. Firm unit prices shall be inclusive of all direct and indirect expenses incurred in performing the Work including but not limited to all labour, fringe benefits, overhead, supervision, tools, equipment, materials, parts, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Supplier such as additional surcharges, transportation of hazardous materials handling fees or environmental fees, and charges for vehicle fueling facilities (fueling equipment such as pump, motor, calculator, hose and hose nozzle), which must meet federal and provincial requirements. No other charges will be accepted.
- C. Service call rates will be paid only on the initial call-out. Should the work carry over to subsequent days, only the hourly labour rates shall be payable.
- D. GST/HST is not to be included in the unit prices. GST/HST will be added as a separate item to any invoice issued against a Call-up.
- E. Provision of pricing as requested in Annex "B":
The Offeror must submit a single pricing sheet for EACH Region that they are bidding on.

The firm unit price shall be calculated as follows:

For ALL Regions that bidding on:

- 1) Distribution Terminal Rack Price ("Rack Price") \$_____/L
- 2) + Offeror's firm mark up price = \$_____
- 3) = Offeror's Firm Unit Price \$_____/L

Details of **Item 1** above:

For the purposes of the evaluation, the Rack Price is solely the price paid by the supplier to the producer or distributor for propane gas on any day of the week preceding the date of bid closing. Offerors must submit with their bid proof from the producer or distributor of propane attesting to the Rack Price in effect on the date set (For e.g., Rack price Pembina Resource Services, petrochemical C3 Taylor residential use or petrochemical C3 for residential use in Fort Saskatchewan).

Details of **Item 2** above:

The markup price by the Supplier includes all direct and indirect expenses incurred in providing the services including but not limited to all labour, fringe benefits, overhead, supervision, tools, equipment, materials, parts, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Supplier such as additional surcharges, transportation of hazardous materials handling fees or environmental fees, and charges for vehicle fueling facilities (fueling equip

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

ment such as pump, motor, calculator, hose and hose nozzle), which must meet federal and provincial requirements.

The price includes all charges for transportation and unloading and for picking up and delivering propane cylinders at destination for filling.

Price adjustments - Bulk propane:

The total propane price per litre (**Item 3** above) indicated herein for bulk propane may be increased or decreased based on changes in the propane price charged to the supplier (**Item 1** above). All such increases and decreases must be substantiated with copies of notifications of increase/decrease provided to the supplier by the producer or distributor of propane.

Purchase prices shall be substantiated with copies of the supplier's or the suppliers' new price lists or copies of invoices indicating the prices charged before and after the fluctuations, as requested.

ESTIMATED USAGE (actual usage will vary):

The estimated annual usages by Region for Bulk Propane is as follows:

Region 1:	10,000 litres	Region 7:	240,000 litres
Region 2:	10,000 litres	Region 8:	10,000 litres
Region 3:	66,000 litres	Region 9:	960,000 litres
Region 4:	130,000 litres	Region 10:	280,000 litres
Region 5:	130,000 litres	Region 11:	540,000 litres
Region 6:	120,000 litres		

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

**OFFERORS ARE TO SUBMIT SEPARATE PRICING SHEET
FOR EACH REGION THEY CHOOSE TO BID ON.**

REGION: _____ *(to be input by Offeror)*

1. Bulk propane pricing as follows:

Item	Description: Liquefied Petroleum Gas (Propane) CAN/CGSB-3.14-2013 Unit of Issue	Firm unit price/litre	Firm unit price/litre	Firm unit price/litre
		Contract Period (YEAR 1)	Contract Period (YEAR 2)	Contract Period (YEAR 3)
		(A)	(B)	(C)
1.	LITRE	\$ _____	\$ _____	\$ _____

EVALUATION: Firm unit price for each contract period multiplied by the estimated annual usage for the region.

(Contract Period (A) x estimated annual use)
+
(Contract period (B) x estimated annual use)
+
(Option Period (C) x estimated annual use)

EQUALS price of bulk propane (D).

Solicitation No. - N° de l'invitation
 E6VIC-180002/A
 Client Ref. No. - N° de réf. du client
 E6VIC-180002

Amd. No. - N° de la modif.
 Vic240
 File No. - N° du dossier

Buyer ID - Id de l'acheteur
 Vic240
 CCC No./N° CCC - FMS No./N° VME

2. **Repairs and maintenance of cylinders and tanks owned by government/agency:**

2a. **Service Call including first hour of on-site productive labour as and when requested:**

Item	Time	Service Provider	Est. annual usage	Firm unit price per call Contract Period (YEAR 1)	Firm unit price per call Contract Period (YEAR 2)	Firm unit price per call Contract Period (YEAR 3)
1	During regular working hours 0800 to 1600 Monday to Friday	Tradesperson	10 calls	\$	\$	\$
2	During regular working hours 0800 to 1600 Monday to Friday	Helper	10 calls	\$	\$	\$
3	Outside regular working hours 0800 to 1600 Monday to Friday	Tradesperson	5 calls	\$	\$	\$
4	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	5 calls	\$	\$	\$
5	Outside regular working hours Sat., Sun & Stat Holidays	Tradesperson	2 calls	\$	\$	\$
6	Outside regular working hours Sat., Sun & Stat Holidays	Helper	2 calls	\$	\$	\$

2b. Additional direct hourly labour rate - in addition to the initial rates for the service call above:

Item	Time	Service Provider	Est. annual usage	Fixed hourly rate Contract Period (YEAR 1)	Fixed hourly rate Contract Period (YEAR 2)	Fixed hourly rate Contract Period (YEAR 3)
1	During regular working hours 0800 to 1600 Monday to Friday	Tradesperson	10 hours	\$ _____	\$ _____	\$ _____
2	During regular working hours 0800 to 1600 Monday to Friday	Helper	10 hours	\$ _____	\$ _____	\$ _____
3	Outside regular working hours 0800 to 1600 Monday to Friday	Tradesperson	5 hours	\$ _____	\$ _____	\$ _____
4	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	5 hours	\$ _____	\$ _____	\$ _____
5	Outside regular working hours Sat., Sun & Stat Holidays	Tradesperson	2 hours	\$ _____	\$ _____	\$ _____
6	Outside regular working hours Sat., Sun & Stat Holidays	Helper	2 hours	\$ _____	\$ _____	\$ _____

EVALUATION: Total firm unit prices in 2a are multiplied by the estimated annual usage for the three years

PLUS: Total fixed hourly rates in 2b multiplied by the estimated annual usage for the three years

EQUALS: Total firm price for the repair and maintenance of cylinders and tanks belonging to the government (E).

3. **Inspection and re-certification service for cylinders or tanks owned by client department/agency:**

Item	Size of cylinder	Contract Period (YEAR 1)	Contract Period (YEAR 2)	Contract Period (YEAR 3)
.1	9 kg (20 lb) cylinder	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.2	16.5 kg (33 lb) cylinder	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.3	45.4 kg (100 lb) cylinder	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder

EVALUATION: For the purposes of evaluation, each of the listed firm unit prices will be multiplied by 20 (the actual need is unknown) for each bottle size for all 3 periods.

EQUALS firm price for inspection and recertification (F).

4. **REPLACEMENT PARTS:**

Material and replacement parts and all other items available and not listed herein, not free issue and not available through other Standing Offers, will be supplied at prices as stated in the Manufacturer's Current Published Retail Price List less a discount of _____%, GST/HST/PST as applicable.

Current Manufacturer's Published Retail Price Lists are to be supplied on request to the Contracting Authority in Canadian Dollars.

EVALUATION: For the purposes of evaluation, an annual replacement cost of \$10,000 will be used less the discount offered.

EQUALS firm price of spare parts (G).

5. Delivery of full propane cylinders and pick up of empty cylinders:

Item	Description	Size of cylinder	Est. annual usage	Contract Period (YEAR 1)	Contract Period (YEAR 2)	Contract (YEAR 3)
.1a	Portable Cylinders - Propane filled	9 kg (20 lb) cylinder	20	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.1b	Cylinder rental, if applicable. (if cylinders cannot be rented, indicate "sale only")	9 kg (20 lb) cylinder		\$ _____/month (if applicable)	\$ _____/month (if applicable)	\$ _____/month (if applicable)
.2a	Portable Cylinder Tanks - Propane filled	16.5 kg (33 lb) cylinder	20	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.2b	Cylinder rental if applicable. (if cylinders cannot be rented, indicate "sale only")	16.5 kg (33 lb) cylinder		\$ _____/month (if applicable)	\$ _____/month (if applicable)	\$ _____/month (if applicable)
.3a	Portable Cylinders - Propane filled	45.4 kg (100 lb) cylinder	10	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.3b	Cylinder rental if applicable. (if cylinders cannot be rented, indicate "sale only")	45.4 kg (100 lb) cylinder		\$ _____/month (if applicable)	\$ _____/month (if applicable)	\$ _____/month (if applicable)

NOTE:

At the end of the term of the standing offer, the standing offer supplier shall be responsible for removing at no charge all cylinders or tanks owned by it and for emptying them and providing a credit to the client department/agency for the propane remaining in the cylinders or tanks. The credit shall be based on the propane price in effect at the time the cylinders or tanks are removed.

EVALUATION: Fixed price for each bottle multiplied by the estimated usage for each of three years, PLUS rental price multiplied by the estimated usage for each of three years. If cylinders cannot be rented, for evaluation purposes the average rental rate provided by other compliant bidders will be used for the cylinder rental only.

EQUALS: Delivery price full propane tanks and leasing (H).

6. **Loss of Supplier-owned cylinders or tanks (or irreparable damage to cylinders or tanks):** (The following section will not be used for evaluation purposes.)

In the event of a cylinder or tank being lost or damaged by client (beyond repair), its value shall be deemed to be:

- .1 Cylinders of 6 cubic meters (200 cubic feet) and OVER \$ _____ per cylinder
- .2 Cylinders UNDER 6 cubic meters (200 cubic feet) and OVER 2.77 cubic meters (100 cubic feet) \$ _____ per cylinder
- .3 Cylinders UNDER 2.77 cubic meters (100 cubic feet) \$ _____ per cylinder

7. **Other Related Services:**

Item	Description	Est. annual usage	Firm unit price Contract Period (YEAR 1)	Firm unit price Contract Period (YEAR 2)	Firm unit price Contract Period (YEAR 3)
.1	Hydrostatic testing including washing, drying and valving	1	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.2	Washing, drying and valving only.	1	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.3	Scraping, Painting and Stencilling	1	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.4	Sandblasting	1	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.5	Replacing Valves	1	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder
.6	Repairing Valves	1	\$ _____/cylinder	\$ _____/cylinder	\$ _____/cylinder

EVALUATION: Firm unit price multiplied by the estimated annual usage for each of the three years.

EQUALS: related services (I).

Solicitation No. - N° de l'invitation
 E6VIC-180002/A
 Client Ref. No. - N° de réf. du client
 E6VIC-180002

Amd. No. - N° de la modif.
 File No. - N° du dossier

Buyer ID - Id de l'acheteur
 VIC240
 CCC No./N° CCC - FMS No./N° VME

8. **Optional items:** (The following section will not be used for evaluation purposes.)

TANK RENTALS:

For this item, Bidders are requested to offer pricing on available sizes and monthly rental rates inclusive of installation, setup, and blocking charges of rental tank; transfer of propane from old to new rental tank if applicable; and the removal of contractor-owned tank(s) at the end of rental period in accordance with the Statement of Work in Annex A.

Description	Size of Tank Available	Firm Unit Price		
		Contract Period (YEAR 1)	Contract Period (YEAR 2)	Contract Period (YEAR 3)
Tank rental	_____	\$ _____ rental price per tank PER MONTH	\$ _____ rental price per tank PER MONTH	\$ _____ rental price per tank PER MONTH
Tank rental	_____	\$ _____ rental price per tank PER MONTH	\$ _____ rental price per tank PER MONTH	\$ _____ rental price per tank PER MONTH
Tank rental	_____	\$ _____ rental price per tank PER MONTH	\$ _____ rental price per tank PER MONTH	\$ _____ rental price per tank PER MONTH
Tank rental	_____	\$ _____ rental price per tank PER MONTH	\$ _____ rental price per tank PER MONTH	\$ _____ rental price per tank PER MONTH

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. 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 acknowledgment 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.
 - 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.
 - g. 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 acknowledgment 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

Solicitation No. - N° de l'invitation
E6VIC-180002
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

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.

Solicitation No. - N° de l'invitation
E6VIC-180002
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

ANNEX "D" - Standing Offer Usage Report (SAMPLE FORM)

Quarterly Usage Report Schedule:

1st quarter: October 1 to December 31 (Due date: January 15th);
2nd quarter: January 1 to March 31 (Due date: April 15th);
3rd quarter: April 1 to June 30 (Due date: July 15th);
4th quarter: July 1 to September 30 (Due date: October 15th)

**REPORT ON THE VOLUME OF BUSINESS
WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES**

SUPPLIER NAME: _____

STANDING OFFER NO: E6VIC-180002/xxx/VIC

DEPARTMENT OR AGENCY: _____

REPORTING PERIOD: _____ to _____, _____
month month year

Dates of call-up Call-up number Region # of Litres \$ Value of Call-up

Total number of call-ups for reporting period:

Total number of litres for reporting period:

Total value of call-ups for reporting period (GST/HST included, as applicable):

[] Check this box if you are submitting a **NIL REPORT** (We have not done any business with Canada under this Contract, for this period).

Solicitation No. - N° de l'invitation
E6VIC-180002
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

The following documentation must be provided to the Consignee Client Department and the Standing Offer Authority with the quarterly reports:

- a. A copy of the monthly summary of refinery price movement and/or supporting documentation from the petroleum producer or distributor for individual price changes for the propane.

OFFEROR'S REPRESENTATIVE NAME (print):

TELEPHONE NO.:

SIGNED:

DATE:

RETURN TO:

ATTN.: MIKE HOGG
Public Works and Government Services Canada
Pacific Region, Acquisitions
Facsimile: 250-363-0395
Telephone: 250-217-5640
Email: mike.hogg@pwgsc.gc.ca

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" - SECURITY REQUIREMENTS

Instructions to Identified user:

Add this Annex E IF there are security requirements. The content of Annex E will be:

- *Only the Security Requirement Check List if Section 7.2 of the contract, article 7.2.1.a is selected. Use clause A below.*
- *The SRCL and the contract clauses from PWGSC-CISD if Section 7.2 of the contract, article 7.2.1.b is selected. Use clause B below.*

A. The security requirements set out in the attached Security Requirements Check List (SRCL) apply to and form part of the Contract.

IDENTIFIED USER to attach the SRCL

B. The security requirements set out in the attached Security Requirements Check List (SRCL) and in the terms below apply to and form part of the Contract.

IDENTIFIED USER to insert the contract clauses provided by CISD and attach the SRCL.

Solicitation No. - N° de l'invitation
E6VIC-180002/A
Client Ref. No. - N° de réf. du client
E6VIC-180002

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
vic240
CCC No./N° CCC - FMS No./N° VME

ANNEX F - INFORMATION REQUESTED WITH BID

Public Works and Government Services Canada requests that Offerors include the following information with their offer at solicitation closing. This list is not exhaustive. It remains the responsibility of the Offeror to follow the instructions contained in the Request for Standing Offer, and provide a comprehensive and sufficiently detailed offer complete with supporting documentation and firm pricing that will allow a complete and timely evaluation of the bid in accordance with all the requirements of the solicitation.

The Offeror should provide the following information with its offer:

- A. a completed and signed copy of the front page of this Request for Standing Offer.
- B. a Procurement Business Number (PBN) (mandatory for Canadian companies only) in accordance with the Standard Instructions 2003-02.

The Offeror's PBN: _____

- C. provision of documentation demonstrating adherence to the Mandatory Technical Criteria as set out in 4.1.1.1, complete with a reference# or pg no. indicating where in their Offer the information can be found.
- D. Identify the Contractor's representative(s) listed under Clause 7.5.3.
- E. in Annex B, submission of firm pricing for all items in the Region(s) that Offeror is bidding on.
- F. 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 .
- G. under the Integrity Provisions in 5.1.1, a complete list of names of all individuals who are currently directors of the Offeror.
- H. if applicable, confirmation that the Offeror currently holds a valid organization security clearance at the level of Reliability Status, issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) as indicated in Part 7A - Standing Offer.