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## Definitions

In this Request for Standing Offers, unless the context otherwise requires.

### “Authorized User”

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

### “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.

### “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 Canada 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.

## 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes.

## 1.2 Summary

- 1.2.1 Canada has a requirement to establish a Regional Master Standing Offer (RMSO) for the supply and delivery of bulk liquid propane gas, repairs and, maintenance of propane tanks and the supply and delivery of various size filled portable propane cylinders (as detailed at Annex "A" Statement of Requirement) to Authorized Users.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

Ontario

Only Authorized Users will be authorized to issue call-ups against this RMSO. A list of Authorized Users will be provided at 7.6 Identified Users

Standing Offer will be for a period of 3 years from 1 July 2019 to 30 June 2022. It is estimated that more than one standing offer may be issued. Estimated usages are outlined at Annex "B" - Basis of Payment for current known Users.

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It is the intention of Canada to issue one (1) Standing Offer for each geographic region listed in Annex "B" herein. Should one Bidder provide the lowest evaluated price on an aggregate basis for multiple geographic regions, PWGSC will issue one (1) Standing Offer indicating all applicable issues.

- 1.2.2 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 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.

### 1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

### 1.6 Offer

By submitting an Offer, the Offeror offers to provide and deliver 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.

### 1.7 Disclosure of information – Optional Users

The following definitions apply to this provision only:

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded

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academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as "Deliverables."

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:
  - subsection 2. is deleted entirely and replaced with the following:
    2. epost Connect
      - a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
        - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is:  
  
[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)  
  
or if applicable, the email address identified in the RFSO.
          - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
      - b. To submit an offer using epost Connect service, the Offeror must either:
        - i. send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
        - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
      - c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
      - d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
      - e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
      - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
      - g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
        - i. receipt of a garbled, corrupted or incomplete offer;
        - ii. availability or condition of the epost Connect service;
        - iii. incompatibility between the sending and receiving equipment;
        - iv. delay in transmission or receipt of the offer;
        - v. failure of the Offeror to properly identify the offer;

- vi. illegibility of the offer;
- vii. security of offer data; or,
- viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Offerors must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

## 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Public Works and Government Services  
Kingston Procurement  
86 Clarence Street, 2nd Floor  
Kingston, Ontario, K7L 1X3  
Fax: (613) 545-8067

[TPSGC.orrceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orrceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)  
(email address for epost Connect service)

Bids will be not be accepted if emailed directly to this email address.

This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

## 2.3 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.

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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.

## **2.4 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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.

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

### **3.1 Offer Preparation Instructions**

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments 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 and additional information 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

Each offer received will be evaluated to determine whether it meets the mandatory requirements listed below. Offers which fail to meet any of the mandatory requirements will be considered non-responsive and given no further consideration.

M1.	Offerors must submit their Emergency Response Assistance Plan (ERAP) number with their bid.
M2.	Offerors must submit a copy of their Commercial Vehicle Operator's Registration (CVOR) Abstract with their bid. A Safety Fitness Certificate and safety rating issued by other Canadian jurisdictions, in lieu of requiring an Ontario CVOR certificate and safety rating will be acceptable if Offeror is resident outside Ontario.
M3.	Offerors must submit proof of Driver Training Certification for Transportation of Dangerous Goods.
M4.	Offerors must submit proof of Carrier Safety Rating - no less than Satisfactory-unaudited will be acceptable.
M5.	Offerors must provide the Web site for the proposed Refinery that lists the historical Gate Price information in support of the Gate Price provided herein.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Incoterms 2000 "DDP Delivered Duty Paid" – as per location identified in the call-up, Canadian customs duties and excise taxes included.

Financial offers will be evaluated on an aggregate basis based on the estimated usages provided in Annex "B" – Basis of Payment. Each geographic region listed in Annex "B" will be evaluated separately.

Offerors must provide pricing for all items in each Section of the geographic area(s) they want to be considered for (reference Annex "B" Basis of Payment). If any items are provided by the Offeror at "no cost" Offeror must indicate \$0 or NIL in the pricing columns. **Offerors must not leave any Unit Price blank.**

Offers will be selected on an aggregate basis based on the estimated usages provided in Annex "B" – Basis of Payment, for each of the six geographic regions. For each geographic region, the evaluated price on an aggregate basis still shall be calculated as follows:

- 1) The Offeror's unit price for propane will be calculated as follows:  
Refinery Gate Price = \$\_\_\_\_\_ + Offeror's firm mark up = \$\_\_\_\_\_ = Offeror's Unit Price \$\_\_\_\_\_

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For the purpose of evaluation only, the Refinery Gate Price in effect April 15, 2019 will be used to calculate the Offeror's Unit Price.

- 2) Canada shall multiply the Offeror's unit prices by the estimated quantities stated in the Pricing Sections outlined at Annex "B" - Basis of Payment to determine the extended prices.
- 3) The extended prices of items 1, 2, 3, 4 and 5 of each Pricing Section shall be added together to create the evaluated price on an aggregate basis. Items 6, 7 & 8 of each Pricing Section will not be included in the evaluation process but will be included in any resultant standing offer.

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection – Multiple Items**

- 4.2.1.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.
- 4.2.1.2 It is the intention of Canada to issue One (1) Standing Offer for each geographic area, listed in Annex "B" attached hereto, to satisfy this requirement. Should one (1) bidder provide the lowest evaluated price on an aggregate basis for multiple geographic regions, PWGSC will issue one (1) standing offer indicating all applicable regions.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **6.2 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.

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### Definitions and Interpretation

**a) Definitions:** In this Standing Offer, a capitalized term shall have the meaning attributed to that term in *General Conditions 2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

**b) Other Interpretative Provisions,** unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

#### **Key Terms**

##### **Definitions**

In this 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, authorized to make call-ups against the Standing Offer.

##### **“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.

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**“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;

**“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

**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”.

**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.

**7.1 Offer**

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

**7.2 Security Requirements**

**7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex E;

b) *Industrial Security Manual* (Latest Edition).

### 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) (<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

2009 (2018-07-16) General Conditions - Standing Offers - Goods or Services – Authorized Users, apply to and form part of the Standing Offer.

**The following section(s) from General Conditions 2009 apply to Federal Identified Users only:**  
Section 11 – Integrity Provisions

#### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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 in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: February 1 to April 30
- second quarter: May 1 to July 31
- third quarter: August 1 to October 31
- fourth quarter: November 1 to January 31

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 July 2019 to 30 June 2022.

### 7.5 Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: David Barltrop  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch

Solicitation No. - N° de l'invitation  
E6TOR-18RM06/A  
Client Ref. No. - N° de réf. du client  
E6TOR-18-RM06

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-8-50238

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

Directorate: Ontario Region  
Address: 86 Clarence St., 2<sup>nd</sup> Floor

Telephone: 613 536 4994  
Facsimile: 613 545 8067  
E-mail address: [David.Bartrop@tpsgc-pwgsc.gc.ca](mailto:David.Bartrop@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

### **Contracting Authorities**

If a call-up is issued by:

#### **Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

#### **Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

### **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 Offeror's Representative (To be completed by the offeror)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

### **7.6 Identified Users**

#### **Federal Identified Users**

The Federal 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.

#### **Provincial/Territorial Identified Users**

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The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- Government of Ontario
  - City of Toronto, ON
  - Northumberland County, ON
  - Peterborough County, ON

#### **Disclosure of information – Optional Users**

“**Optional Users**” are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

“**MASH entities**” are municipal, academic institutions, schools and hospital sectors of a province. They 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.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

#### **7.7 Call-up Procedures**

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

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Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## 7.8 Call-up Instrument

### 7.8.1 Federal Identified User

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

### 7.8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## 7.9 Limitation of Call-ups

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## Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

## Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

### 7.10 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 (2018-07-16) - Standing Offers - Goods or Services – Authorized Users;
- d) the General Conditions [2015A](#) (2018-07-16) – Goods – Authorized Users (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex E, Security Requirements Check List;
- h) Annex C, Insurance Requirements;
- i) the Offeror's offer dated \_\_\_\_\_.

### 7.11 Certifications and Additional Information

#### 7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### 7.12 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

### 7.13 Transition to an e-Procurement Solution (EPS)

Solicitation No. - N° de l'invitation  
E6TOR-18RM06/A  
Client Ref. No. - N° de réf. du client  
E6TOR-18-RM06

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-8-50238

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

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During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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 provide the items detailed in the call-up against the Standing Offer.

#### **Definitions and Interpretation**

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex X or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2015A (2018-07-16), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

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**The following sections of 2015A apply to Federal Identified Users only:**

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Section 16 Interest on Overdue Accounts, of 2015A (2018-07-16), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

**7.2.2 SACC Manual Clauses**

D2000C          Marking          2007-11-30

**7.3 Term of Contract**

**7.3.1 Period of the Contract**

The period of the Contract is from date of Contract plus two (2) months inclusive.

**7.3.2 Delivery Date**

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

**7.4 Payment**

**7.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in in Annex "B" Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**7.5.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

**7.4.3 Single Payment**

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

**7.4.4 SACC Manual Clauses**

M3501C	Price Adjustment-Petroleum Products	2008-05-12
C2505C	Propane-Provincial Fuel Tax Excluded	2008-05-12

**7.4.5 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

*[Note to Offerors: Canada will insert or delete text, as per the Offer (Annex F), at time of issuance]*

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **7.5 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.6 Insurance Requirements**

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

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

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

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**ANNEX "A"**

**REQUIREMENT**

**Requirement:**

For the supply and delivery of (a) bulk liquid petroleum gas (propane) (b) other propane goods and services as identified in Annex "B" for various Users and locations within the Ontario Region, excluding National Capital Region Area on an as and when requested or **keep full basis**. This requirement will be required in all six (6) geographic areas listed below.

**Geographic Regions:**

- |                |   |
|----------------|---|
| <b>Area 1.</b> | <b>BARRIE &amp; GREATER TORONTO including CITY OF TORONTO</b>                     |
| <b>Area 2.</b> | <b>PETAWAWA &amp; PEMBROOKE AREAS</b>   |
| <b>Area 3.</b> | <b>PARRY SOUND, NORTH BAY, SUDBURY &amp; S.S. MARIE AREAS</b>                     |
| <b>Area 4.</b> | <b>BELLEVILLE, KINGSTON, CORNWALL, PETERBOROUGH COUNTY, NORTHUMBERLAND COUNTY</b> |
| <b>Area 5.</b> | <b>RICHMOND ONTARIO - DWYER HILL TRAINING CENTER (DND)</b>                        |
| <b>Area 6.</b> | <b>HAMILTON, LONDON &amp; NIAGARA AREAS</b>                                       |

The six areas above represent the geographic regions where government departments are currently located that require bulk propane, portable propane cylinders and/or related services.

In the event that, during the standing offer period, other Federal Government Departments are identified, the Crown may negotiate with those Offeror(s) that hold standing offers in the area nearest to the new User. The decision to add the new User to these standing offer(s) shall be subject to the agreement of both parties and shall be confirmed through a formal revision to the Regional Master Standing Offer. Current Users are the Department of National Defence (CFB Borden, CFB Trenton, CFB Kingston, CFB Petawawa, Dwyer Hill Training Centre Richmond Ontario); Correctional Services Canada (Collins Bay Institution, Frontenac Institution, Millhaven Institution, Bath Institution, Joyceville Institution, Pittsburgh Institution, Warkworth Institution, Gravenhurst Institution, Grand Valley Institution); Fisheries and Oceans, Parry Sound Ontario; Canadian Forest Service (Great Lakes Forestry Centre) and Department of Natural Resources (Pembroke Ontario – Algonquin Radio Observatory); and Parks Canada (Georgian Bay and Ontario Region).

**Tasks:**

1. To supply Liquefied Petroleum Gas (Propane) in bulk, for both supplier and client owned tanks in accordance with Standard CAN/CGSB-3.14-M88.
2. Offerors **must** provide proof of the following:
  - (a) ERAP number (Emergency Response Assistance Plan);
  - (b) CVOR Abstract (Commercial Vehicle Operators Registration);
  - (c) Proof of Carrier Safety Rating no less than Satisfactory-unaudited;

- 
- (d) Driver Training Certification for Transportation of Dangerous Goods.
3. Successful Offeror must schedule a visit to each client site upon receipt of the initial call-up and provide a schedule for the following:
    - a) supply and install replacement tanks and equipment to replace current supplier owned tanks and cylinders at no charge to the Crown;
    - b) provide Safety Inspection Report and recommendations for each site at no charge to the Crown;
  4. Replace and maintain supplier owned Cylinders and Tanks during the standing offer period. Offeror will supply and install all fittings, adapters and minor accessories at no charge to the Crown. Upon expiration of the Standing Offer, tank removal by the supplier will be done at no charge to the Crown. The supplier shall reimburse the Crown for any unused fuel at the expiration of the Standing Offer.
  5. Delivery is required within 24 hours of call-up for regular requirements.
  6. All work shall 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 rates provided in Annex "B" Basis of Payment.
  7. The response time for emergency requirements must be within 4 hours of call-up by the institution.
  8. A 24 hour emergency service sticker is to be attached to all propane supply installations.
  9. Client owned Cylinders and Tanks: ALL service work is to be approved prior to the work being completed. The approval will be provided by the Client Authority.
  10. Delivery trucks must be equipped with meters capable of giving printed meter slips and the Contractor is to provide printed meter slips for each delivery of petroleum products.
  11. Hydrostatic test of pressure vessels shall be in accordance with the latest edition of ASME Boiler and Pressure Vessel Code, Section V111, Division 1. The Contractor shall submit the testing procedures to the owner (Consignee) for approval before commencement of work. The owner or its representative shall witness the test if deemed necessary.

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## ANNEX "B"

### BASIS OF PAYMENT

#### A. Pricing Instructions

All prices are to be quoted as per the units outlined in Annex "B" - Basis of Payment. The units of issue and the Basis of Payment as stated in this Document are not to be altered in any way or the Offerors proposal shall be considered non-responsive. The Offeror is to complete all parts of the Basis of Payment for each location they want to be considered and costs shall not appear in any other area of the Offerors proposal except in Annex "B" - Basis of Payment section of the Document. All pricing will be Incoterms 2000 "DDP Delivered Duty Paid" - as per location identified in the call-up.

#### B. Offeror unit price will be calculated as follows:

Refinery Gate Price = \$\_\_\_\_\_ + Offerors firm mark up price = \$\_\_\_\_\_ = Offerors Unit Price  
\$\_\_\_\_\_

For the purpose of evaluation only, all Offerors will quote using the refinery gate price for the following date: **April 15, 2019**. Once a Standing Offer is issued, the prices posted on the Refinery website will be used for all invoicing.

- 1) The Refinery Gate Price will be supported with evidence from the refinery and the refinery web site will be included to enable each client to track all price fluctuations. For the purpose of determining the adjustment in unit price, the average change in the Refinery Gate, notifications from one or more of the following refineries shall apply:

BP Canada Energy Company  
Esso Imperial Oil  
Petro-Canada  
Shell Canada

#### C. Escalation Conditions:

The net prices quoted herein are subject to revision upwards or downwards to cover changes in costs as they occur after issue of Standing Offer.

- #### D.
- Offerors are requested to submit a list of all of their Dealer locations within each Geographic Area. Also confirm if portable cylinders may be obtained at these locations in the event a client is in transit to a job location and may require propane cylinders.

#### E. Demurrage Charges

All demurrage charges, caused by the Contractor's action or omission, shall be defrayed by the Contractor at no cost to Canada.

- #### F.
- No additional surcharges, environmental fees and and tank rental fees will be accepted. All pricing will be as identified below.

#### G. Estimates Provided:

Quantities specified in the Basis of Payment are only an approximation of requirements given in good faith.

- #### H.
- Offerors must provide pricing for all items in Annex "B" - Basis of Payment in each of the geographic regions they wish to be considered. If any items are provided by the Offeror at "no cost" Offeror must indicate \$0.00 or NIL in the pricing columns. **Offerors must not leave any Unit Price blank.**

**REGION 1 - BARRIE & GREATER TORONTO AREA including CITY OF TORONTO**

**PRICING SECTION "1"**

**NOTE:** Items 1, 2, 3, 4 & 5 **MUST** be addressed for each geographic area that Offerors wish to be considered. **Do not leave any of these Unit Prices blank.** Eg. If the item or service is free, insert \$0.00 under Unit Price where applicable.

**1. Offerors unit price for bulk propane will be calculated as follows.**

Refinery Gate Price = \$ \_\_\_\_\_  
 + Offerors firm mark up = \$ \_\_\_\_\_  
 = Offerors Unit Price = \$ \_\_\_\_\_

Refinery Gate Price for **April 15, 2019**, must be used to calculate the Offerors Unit Price. Offerors **MUST** include the refinery web site that lists historical Gate Price information in support of the Gate Price provided herein.

Offerors firm mark up cost is to include all expenses associated with the supply and delivery of propane (per litre) and will remain firm for each year listed throughout the standing offer period as outlined below.

**2. Bulk Propane plus service and labour as follows:**

Item	Description	Unit of Issue	Estimated Yearly Usage	Refinery Gate Price (as of Apr 15/19)	Offerors Firm Mark Up	Offerors Unit Price
2.1	GAS, Liquefied Petroleum, CGSB 3 GP 10 A (Bulk Propane)	Litre	75,000 Litres	\$ _____/L	\$ _____/L	\$ _____/L

**3. Service Call - first hour of on-site productive labour (if/as requested):**

Item	Time	Service Provider	Est. Yearly Usage	Price/Call Year 1	Price/Call Year 2	Price/Call Year 3
3.1	During regular working hours 0800 to 1600 Monday to Friday	Tradesperson	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.2	During regular working hours 0800 to 1600 Monday to Friday	Helper	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.3	Outside regular working hours 0800 to 1600 Monday to Friday	Tradesperson	1 Call	\$_____/call	\$_____/call	\$_____/call
3.4	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	1 Call	\$_____/call	\$_____/call	\$_____/call
3.5	Outside regular working hours - Sat., Sun. & Stat Holidays	Tradesperson	1 Call	\$_____/call	\$_____/call	\$_____/call
3.6	Outside regular working hours - Sat., Sun. & Stat Holidays	Helper	1 Call	\$_____/call	\$_____/call	\$_____/call

**4. Additional Direct Hourly Labour rate - in addition to above Initial Rates for Service Call above**

Item	Time	Service Provider	Est. Yearly Usage	Price Per Hour Year 1	Price Per Hour Year 2	Price Per Hour Year 3
4.1	During regular working hours, 0800 to 1600 Monday to Friday	Tradesperson	10 hours	\$_____/hr	\$_____/hr	\$_____/hr
4.2	During regular working hours 0800 to 1600 Monday to Friday	Helper	10 hours	\$_____/hr	\$_____/hr	\$_____/hr
4.3	Outside regular working hours 0800 to 1600 Monday to Friday	Tradesperson	5 hours	\$_____/hr	\$_____/hr	\$_____/hr
4.4	Outside regular working hours	Helper	5 hours	\$_____/hr	\$_____/hr	\$_____/hr

	0800 to 1600 Monday to Friday					
4.5	Outside regular working hours - Sat., Sun. & Stat Holidays	Tradesperson	2 hours	\$_____/hr	\$_____/hr	\$_____/hr
4.6	Outside regular working hours - Sat., Sun. & Stat Holidays	Helper	2 hours	\$_____/hr	\$_____/hr	\$_____/hr

**5. Deliver full propane cylinders and pick up of empty cylinders**

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
5.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
5.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
5.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
5.4	Portable Cylinder Tanks - Propane filled	1000 gallon cylinder	1	\$_____/gallon x 1000 gallon = Unit Price Per Cylinder	\$_____/gallon x 1000 gallon = Unit Price Per Cylinder	\$_____/gallon x 1000 gallon = Unit Price Per Cylinder

**6. Other Related Services:**

Item	Description	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
6.1	Hydrostatic testing incl. washing, drying and valving	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.2	Washing, drying and valving only	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.3	Scraping, Painting and Stencilling	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.4	Sandblasting	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.5	Replacing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.6	Repairing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.

**7. Crown Owned Tank Replacement Parts:**

Material and replacement parts and all other items available and not listed above, 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 \_\_\_\_\_% H.S.T. Extra.

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Current Manufacturer's Published Retail Price Lists are to be supplied to the Consignee in Canadian Dollars.

**8. Loss of Supplier owned cylinders:**

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

- a) Cylinders of 6 cubic metres (200 cubic feet) and OVER \$\_\_\_\_\_per cylinder
- b) Cylinders UNDER 6 cubic meters (200 cubic feet) and OVER 2.77 cubic metres (100 cubic feet) \$\_\_\_\_\_per cylinder
- c) Cylinders UNDER 2.77 cubic metres (100 cubic feet): \$\_\_\_\_\_per cylinder

**REGION 2. PETAWAWA & PEMBROOKE AREAS**

**PRICING SECTION "2"**

**NOTE: Items 1, 2, 3, 4 & 5 MUST be addressed for each geographic area that Offerors wish to be considered. Do not leave any of these Unit Prices blank. Eg. If the item or service is free, insert \$0.00 under Unit Price where applicable.**

**1. Offerors unit price for bulk propane will be calculated as follows:**

Refinery Gate Price = \$ \_\_\_\_\_  
+ Offerors mark up = \$ \_\_\_\_\_  
= Offerors Unit Price \$ \_\_\_\_\_

Refinery Gate Price for **April 15, 2019**, must be used to calculate the Offerors Unit Price. Offer's MUST include the web site link from the refinery that lists historical Gate Price information in support of the Gate Price provided herein.

Offerors mark up cost is to include all expenses associated with the supply and delivery of propane (per litre) and will remain firm throughout the standing offer period as outlined below.

**2. Bulk Propane plus service and labour as follows:**

Item	Description	Unit of Issue	Estimated Yearly Usage	Refinery Gate Price (as of Apr 15/19)	Offeror's Mark Up	Offeror's Unit Price
2.1	GAS, Liquefied Petroleum, CGSB 3 GP 10 A (Bulk Propane)	Litre	75,000 Litres	\$_____/L	\$_____/L	\$_____/L

**3. Service Call - first hour of on-site productive labour (if/as requested):**

Item	Time	Service Provider	Est. Yearly Usage	Price/Call Year 1	Price/Call Year 2	Price/Call Year 3
3.1	During regular working hours 0800 to 1600 Monday to Friday	Trades-person	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.2	During regular working hours 0800 to 1600 Monday to Friday	Helper	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.3	Outside regular working hours 0800 to 1600 Monday to Friday	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call
3.4	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	1 Call	\$_____/call	\$_____/call	\$_____/call
3.5	Outside regular working hours - Sat., Sun. & Stat	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call

	Holidays					
<b>3.6</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Helper	1 Call	\$_____/call	\$_____/call	\$_____/call

**4. Additional Direct Hourly Labour rate - in addition to above Initial Rates for Service Call above**

Item	Time	Service Provider	Est. Yearly Usage	Price Per Hour Year 1	Price Per Hour Year 2	Price Per Hour Year 3
<b>4.1</b>	During regular working hours, 0800 to 1600 Monday to Friday	Tradesperson	10 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.2</b>	During regular working hours 0800 to 1600 Monday to Friday	Helper	10 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.3</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Tradesperson	5 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.4</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	5 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.5</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Tradesperson	2 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.6</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Helper	2 hours	\$_____/hr	\$_____/hr	\$_____/hr

**5. Deliver full propane cylinders and pick up of empty cylinders**

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
5.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
5.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
5.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
5.4	Portable Cylinder Tanks - Propane filled	1000 gallon cylinder	1	\$_____/gal lon x 1000 gallon = Unit Price Per	\$_____/gallon x 1000 gallon = Unit Price Per	\$_____/gal lon x 1000 gallon = Unit Price Per

				Cylinder	Cylinder	Cylinder
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**6. Other Related Services**

Item	Description	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
6.1	Hydrostatic testing incl. washing, drying and valving	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.2	Washing, drying and valving only	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.3	Scraping, Painting and Stencilling	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.4	Sandblasting	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.5	Replacing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.6	Repairing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.

**7. Crown Owned Tank Replacement Parts:**

Material and replacement parts and all other items available and not listed above, 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 \_\_\_\_\_% H.S.T. Extra. Current Manufacturer's Published Retail Price Lists are to be supplied to the Consignee in Canadian Dollars.

**8. Loss of Supplier owned cylinders:**

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

- a) Cylinders of 6 cubic metres (200 cubic feet) and OVER \$\_\_\_\_\_/per cylinder
- b) Cylinders UNDER 6 cubic meters (200 cubic feet) and OVER 2.77 cubic metres (100 cubic feet) \$\_\_\_\_\_/per cylinder
- c) Cylinders UNDER 2.77 cubic metres (100 cubic feet): \$\_\_\_\_\_/per cylinder

**REGION 3 - PARRY SOUND, NORTH BAY, SUDBURY & S.S. MARIE AREAS**

**PRICING SECTION "3"**

**NOTE: Items 1, 2, 3, 4 & 5 MUST be addressed for each geographic area that Offerors wish to be considered. Do not leave any of these Unit Prices blank. Eg. If the item or service is free, insert \$0.00 under Unit Price where applicable.**

**1. Offerors unit price for bulk propane will be calculated as follows**

Refinery Gate Price = \$ \_\_\_\_\_  
 + Offerors mark up = \$ \_\_\_\_\_  
 = Offerors Unit Price \$ \_\_\_\_\_

Refinery Gate Price for **April 15, 2019**, must be used to calculate the Offerors Unit Price. Offer's MUST include the web site link from the refinery that lists historical Gate Price information in support of the Gate Price provided herein.

Offerors mark up cost is to include all expenses associated with the supply and delivery of propane (per litre) and will remain firm throughout the standing offer period as outlined below.

**2. Bulk Propane plus service and labour as follows:**

Item	Description	Unit of Issue	Estimated Yearly Usage	Refinery Gate Price (as of Apr 15/19)	Offeror's Mark Up	Offeror's Unit Price
2.1	GAS, Liquefied Petroleum, CGSB 3 GP 10 A (Bulk Propane)	Litre	75,000 Litres	\$_____/L	\$_____/L	\$_____/L

**3. Service Call - first hour of on-site productive labour (if/as requested):**

Item	Time	Service Provider	Est. Yearly Usage	Price/Call Year 1	Price/Call Year 2	Price/Call Year 3
3.1	During regular working hours 0800 to 1600 Monday to Friday	Trades-person	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.2	During regular working hours 0800 to 1600 Monday to Friday	Helper	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.3	Outside regular working hours 0800 to 1600 Monday to Friday	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call
3.4	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	1 Call	\$_____/call	\$_____/call	\$_____/call
3.5	Outside regular working hours, Sat., Sun. & Stat	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call

	Holidays					
<b>3.6</b>	Outside regular working hours, Sat., Sun. & Stat Holidays	Helper	1 Call	\$ _____ / call	\$ _____ / call	\$ _____ / call

**4. Direct Hourly Labour rate - in addition to above Initial Rates for Service Call above**

Item	Time	Service Provider	Est. Yearly Usage	Price Per Hour Year 1	Price Per Hour Year 2	Price Per Hour Year 3
<b>4.1</b>	During regular working hours, 0800 to 1600 Monday to Friday	Tradesperson	10 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.2</b>	During regular working hours 0800 to 1600 Monday to Friday	Helper	10 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.3</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Tradesperson	5 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.4</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	5 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.5</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Tradesperson	2 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.6</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Helper	2 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr

**5. Deliver full propane cylinders and pick up of empty cylinders**

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
5.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$ _____ /cyl.	\$ _____ /cyl.	\$ _____ /cyl.
5.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$ _____ /cyl.	\$ _____ /cyl.	\$ _____ /cyl.
5.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$ _____ /cyl.	\$ _____ /cyl.	\$ _____ /cyl.
5.4	Portable Cylinder Tanks - Propane filled	1000 gallon cylinder	1	\$ _____ /gallon x 1000 gallon = Unit Price Per Cylinder	\$ _____ /gallon x 1000 gallon = Unit Price Per	\$ _____ /gallon x 1000 gallon = Unit Price Per

					Cylinder	Cylinder
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**6. Other Related Services:**

Item	Description	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
6.1	Hydrostatic testing incl. washing, drying and valving	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.2	Washing, drying and valving only	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.3	Scraping, Painting and Stenciling	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.4	Sandblasting	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.5	Replacing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.6	Repairing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.

**7. Crown Owned Tank Replacement Parts:**

Material and replacement parts and all other items available and not listed above, 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 \_\_\_\_\_% H.S.T. Extra. Current Manufacturer's Published Retail Price Lists are to be supplied to the Consignee in Canadian Dollars.

**8. Loss of Supplier owned cylinders:**

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

- a) Cylinders of 6 cubic metres (200 cubic feet) and OVER \$\_\_\_\_\_/per cylinder
- b) Cylinders UNDER 6 cubic meters (200 cubic feet) and OVER 2.77 cubic meters (100 cubic feet) \$\_\_\_\_\_/per cylinder
- c) Cylinders UNDER 2.77 cubic meters (100 cubic feet): \$\_\_\_\_\_/per cylinder

**REGION 4 - BELLEVILLE, KINGSTON & CORNWALL, PETERBOROUGH  
 COUNTY, NORTH UMBERLAND COUNTY**

**PRICING SECTION "4"**

**NOTE: Items 1, 2, 3, 4 & 5 MUST be addressed for each geographic area that Offerors wish to be considered. Do not leave any of these Unit Prices blank. Eg. If the item or service is free, insert \$0.00 under Unit Price where applicable.**

**1. Offerors unit price for bulk propane will be calculated as follows**

Refinery Gate Price = \$ \_\_\_\_\_  
 + Offerors mark up = \$ \_\_\_\_\_  
 = Offerors Unit Price \$ \_\_\_\_\_

Refinery Gate Price for **April 15, 2019**, must be used to calculate the Offerors Unit Price. Offerors should include the web site link from the refinery that lists historical Gate Price information in support of the Gate Price provided herein.

Offerors mark up cost is to include all expenses associated with the supply and delivery of propane (per litre) and will remain firm throughout the standing offer period as outlined below.

**2. Bulk Propane plus service and labour as follows:**

Item	Description	Unit of Issue	Estimated Yearly Usage	Refinery Gate Price (as of Apr 15/19)	Offeror's Mark Up	Offeror's Unit Price
2.1	GAS, Liquefied Petroleum, CGSB 3 GP 10 A (Bulk Propane)	Litre	75,000 Litres	\$_____/L	\$_____/L	\$_____/L

**3. Service Call - first hour of on-site productive labour (if/as requested):**

Item	Time	Service Provider	Est. Yearly Usage	Price/Call Year 1	Price/Call Year 2	Price/Call Year 3
3.1	During regular working hours 0800 to 1600 Monday to Friday	Trades-person	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.2	During regular working hours 0800 to 1600 Monday to Friday	Helper	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.3	Outside regular working hours 0800 to 1600 Monday to Friday	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call
3.4	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	1 Call	\$_____/call	\$_____/call	\$_____/call
3.5	Outside regular working hours,	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call

	Sat., Sun. & Stat Holidays					
<b>3.6</b>	Outside regular working hours, Sat., Sun. & Stat Holidays	Helper	1 Call	\$ _____ / call	\$ _____ / call	\$ _____ / call

**4. Direct Hourly Labour rate - in addition to above Initial Rates for Service Call above**

Item	Time	Service Provider	Est. Yearly Usage	Price Per Hour Year 1	Price Per Hour Year 2	Price Per Hour Year 3
<b>4.1</b>	During regular working hours, 0800 to 1600 Monday to Friday	Tradesperson	10 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.2</b>	During regular working hours 0800 to 1600 Monday to Friday	Helper	10 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.3</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Tradesperson	5 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.4</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	5 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.5</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Tradesperson	2 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.6</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Helper	2 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr

**5. Deliver full propane cylinders and pick up of empty cylinders**

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
5.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$ _____ /cyl.	\$ _____ /cyl.	\$ _____ /cyl.
5.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$ _____ /cyl.	\$ _____ /cyl.	\$ _____ /cyl.
5.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$ _____ /cyl.	\$ _____ /cyl.	\$ _____ /cyl.
5.4	Portable Cylinder Tanks - Propane filled	1000 gallon	1	\$ _____ /gal lon x 1000	\$ _____ /gallo n x 1000 gallon =	\$ _____ /gall on x 1000

		cylinder		gallon = Unit Price Per Cylinder	Unit Price Per Cylinder	gallon = Unit Price Per Cylinder
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**6. Other Related Services**

Item	Description	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
6.1	Hydrostatic testing incl. washing, drying and valving	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.2	Washing, drying and valving only	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.3	Scraping, Painting and Stencilling	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.4	Sandblasting	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.5	Replacing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.6	Repairing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.

**7. Crown Owned Tank Replacement Parts:**

Material and replacement parts and all other items available and not listed above, 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 \_\_\_\_\_% H.S.T. Extra. Current Manufacturer's Published Retail Price Lists are to be supplied to the Consignee in Canadian Dollars.

**8. Loss of Supplier owned cylinders:**

1. In the event of a cylinder being lost or damaged by client (beyond repair), its value shall be deemed to be:
  - a) Cylinders of 6 cubic metres (200 cubic feet) and OVER \$\_\_\_\_\_/per cylinder
  - b) Cylinders UNDER 6 cubic meters (200 cubic feet) and OVER 2.77 cubic metres (100 cubic feet) \$\_\_\_\_\_/per cylinder
  - c) Cylinders UNDER 2.77 cubic metres (100 cubic feet): \$\_\_\_\_\_/per cylinder

**REGION 5 – RICHMOND - DWYER HILL TRAINING CENTER (DND)**

**PRICING SECTION "5"**

**NOTE: Items 1, 2, 3, 4 & 5 MUST be addressed for each geographic area that Offerors wish to be considered. Do not leave any of these Unit Prices blank. Eg. If the item or service is free, insert \$0.00 under Unit Price where applicable.**

**1. Offerors unit price for bulk propane will be calculated as follows**

Refinery Gate Price = \$ \_\_\_\_\_  
 + Offerors mark up = \$ \_\_\_\_\_  
 = Offerors Unit Price \$ \_\_\_\_\_

Refinery Gate Price for **April 15, 2019**, must be used to calculate the Offerors Unit Price. Offerors should include the web site link from the refinery that lists historical Gate Price information in support of the Gate Price provided herein.

Offerors mark up cost is to include all expenses associated with the supply and delivery of propane (per litre) and will remain firm throughout the standing offer period as outlined below.

**2. Bulk Propane plus service and labour as follows:**

Item	Description	Unit of Issue	Estimated Yearly Usage	Refinery Gate Price (as of Apr 15/19)	Offeror's Mark Up	Offeror's Unit Price
2.1	GAS, Liquefied Petroleum, CGSB 3 GP 10 A (Bulk Propane)	Litre	75,000 Litres	\$_____/L	\$_____/L	\$_____/L

**3. Service Call - first hour of on-site productive labour (if/as requested):**

Item	Time	Service Provider	Est. Yearly Usage	Price/Call Year 1	Price/Call Year 2	Price/Call Year 3
3.1	During regular working hours 0800 to 1600 Monday to Friday	Trades-person	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.2	During regular working hours 0800 to 1600 Monday to Friday	Helper	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.3	Outside regular working hours 0800 to 1600 Monday to Friday	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call
3.4	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	1 Call	\$_____/call	\$_____/call	\$_____/call
3.5	Outside regular working hours, Sat., Sun. & Stat Holidays	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call

<b>3.6</b>	Outside regular working hours, Sat., Sun. & Stat Holidays	Helper	1 Call	\$ _____ / call	\$ _____ / call	\$ _____ / call
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**4. Direct Hourly Labour rate - in addition to above Initial Rates for Service Call above**

Item	Time	Service Provider	Est. Yearly Usage	Price Per Hour Year 1	Price Per Hour Year 2	Price Per Hour Year 3
<b>4.1</b>	During regular working hours, 0800 to 1600 Monday to Friday	Tradesperson	10 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.2</b>	During regular working hours 0800 to 1600 Monday to Friday	Helper	10 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.3</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Tradesperson	5 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.4</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	5 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.5</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Tradesperson	2 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr
<b>4.6</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Helper	2 hours	\$ _____ /hr	\$ _____ /hr	\$ _____ /hr

**5. Deliver full propane cylinders and pick up of empty cylinders**

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
5.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$ _____ /cyl.	\$ _____ /cyl.	\$ _____ /cyl.
5.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$ _____ /cyl.	\$ _____ /cyl.	\$ _____ /cyl.
5.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$ _____ /cyl.	\$ _____ /cyl.	\$ _____ /cyl.
5.4	Portable Cylinder Tanks - Propane filled	1000 gallon cylinder	1	\$ _____ /gal lon x 1000 gallon = Unit Price Per Cylinder	\$ _____ /gallo n x 1000 gallon = Unit Price Per Cylinder	\$ _____ /gall on x 1000 gallon = Unit Price Per Cylinder

**6. Other Related Services**

Item	Description	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
6.1	Hydrostatic testing incl. washing, drying and valving	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.2	Washing, drying and valving only	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.3	Scraping, Painting and Stencilling	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.4	Sandblasting	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.5	Replacing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.6	Repairing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.

**7. Crown Owned Tank Replacement Parts:**

Material and replacement parts and all other items available and not listed above, 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 \_\_\_\_\_% G.S.T. Extra. Current Manufacturer's Published Retail Price Lists are to be supplied to the Consignee in Canadian Dollars.

**8. Loss of Supplier owned cylinders:**

1. In the event of a cylinder being lost or damaged by client (beyond repair), its value shall be deemed to be:
  - a) Cylinders of 6 cubic metres (200 cubic feet) and OVER \$\_\_\_\_\_/per cylinder
  - b) Cylinders UNDER 6 cubic meters (200 cubic feet) and OVER 2.77 cubic metres (100 cubic feet) \$\_\_\_\_\_/per cylinder
  - c) Cylinders UNDER 2.77 cubic metres (100 cubic feet): \$\_\_\_\_\_/per cylinder

**REGION 6 – HAMILTON, LONDON & NIAGARA AREAS**

**PRICING SECTION "6"**

**NOTE: Items 1, 2, 3, 4 & 5 MUST be addressed for each geographic area that Offerors wish to be considered. Do not leave any of these Unit Prices blank. Eg. If the item or service is free, insert \$0.00 under Unit Price where applicable.**

**1. Offerors unit price for bulk propane will be calculated as follows**

Refinery Gate Price = \$ \_\_\_\_\_  
 + Offerors mark up = \$ \_\_\_\_\_  
 = Offerors Unit Price \$ \_\_\_\_\_

Refinery Gate Price for **April 15, 2019**, must be used to calculate the Offerors Unit Price. Offerors should include the web site link from the refinery that lists historical Gate Price information in support of the Gate Price provided herein.

Offerors mark up cost is to include all expenses associated with the supply and delivery of propane (per litre) and will remain firm throughout the standing offer period as outlined below.

**2. Bulk Propane plus service and labour as follows:**

Item	Description	Unit of Issue	Estimated Yearly Usage	Refinery Gate Price (as of Apr 15/19)	Offeror's Mark Up	Offeror's Unit Price
2.1	GAS, Liquefied Petroleum, CGSB 3 GP 10 A (Bulk Propane)	Litre	75,000 Litres	\$_____/L	\$_____/L	\$_____/L

**3. Service Call - first hour of on-site productive labour (if/as requested):**

Item	Time	Service Provider	Est. Yearly Usage	Price/Call Year 1	Price/Call Year 2	Price/Call Year 3
3.1	During regular working hours 0800 to 1600 Monday to Friday	Trades-person	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.2	During regular working hours 0800 to 1600 Monday to Friday	Helper	2 Calls	\$_____/call	\$_____/call	\$_____/call
3.3	Outside regular working hours 0800 to 1600 Monday to Friday	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call
3.4	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	1 Call	\$_____/call	\$_____/call	\$_____/call
3.5	Outside regular working hours, Sat., Sun. & Stat Holidays	Trades-person	1 Call	\$_____/call	\$_____/call	\$_____/call

<b>3.6</b>	Outside regular working hours, Sat., Sun. & Stat Holidays	Helper	1 Call	\$_____/call	\$_____/call	\$_____/call
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**4. Direct Hourly Labour rate - in addition to above Initial Rates for Service Call above**

Item	Time	Service Provider	Est. Yearly Usage	Price Per Hour Year 1	Price Per Hour Year 2	Price Per Hour Year 3
<b>4.1</b>	During regular working hours, 0800 to 1600 Monday to Friday	Tradesperson	10 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.2</b>	During regular working hours 0800 to 1600 Monday to Friday	Helper	10 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.3</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Tradesperson	5 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.4</b>	Outside regular working hours 0800 to 1600 Monday to Friday	Helper	5 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.5</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Tradesperson	2 hours	\$_____/hr	\$_____/hr	\$_____/hr
<b>4.6</b>	Outside regular working hours - Sat., Sun. & Stat Holidays	Helper	2 hours	\$_____/hr	\$_____/hr	\$_____/hr

**5. Deliver full propane cylinders and pick up of empty cylinders**

Item	Description	Unit of Issue	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
5.1	Portable Cylinder Tanks - Propane filled	20 lb. cylinder	20	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
5.2	Portable Cylinder Tanks - Propane filled	33 lb. cylinder	540	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
5.3	Portable Cylinder Tanks - Propane filled	100 lb cylinder	30	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
5.4	Portable Cylinder Tanks - Propane filled	1000 gallon cylinder	1	\$_____/gal lon x 1000 gallon = Unit Price Per Cylinder	\$_____/gallo n x 1000 gallon = Unit Price Per Cylinder	\$_____/gall on x 1000 gallon = Unit Price Per Cylinder

**6. Other Related Services**

Item	Description	Est. Yearly Usage	Unit Price Per Cylinder Year 1	Unit Price Per Cylinder Year 2	Unit Price Per Cylinder Year 3
6.1	Hydrostatic testing incl. washing, drying and valving	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.2	Washing, drying and valving only	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.3	Scraping, Painting and Stencilling	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.4	Sandblasting	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.5	Replacing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.
6.6	Repairing Valves	1	\$_____/cyl.	\$_____/cyl.	\$_____/cyl.

**7. Crown Owned Tank Replacement Parts:**

Material and replacement parts and all other items available and not listed above, 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 \_\_\_\_\_% G.S.T. Extra. Current Manufacturer's Published Retail Price Lists are to be supplied to the Consignee in Canadian Dollars.

**8. Loss of Supplier owned cylinders:**

1. In the event of a cylinder being lost or damaged by client (beyond repair), its value shall be deemed to be:
  - a) Cylinders of 6 cubic metres (200 cubic feet) and OVER \$\_\_\_\_\_/per cylinder
  - b) Cylinders UNDER 6 cubic meters (200 cubic feet) and OVER 2.77 cubic metres (100 cubic feet) \$\_\_\_\_\_/per cylinder
  - c) Cylinders UNDER 2.77 cubic metres (100 cubic feet): \$\_\_\_\_\_/per cylinder

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - m. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,

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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.

### **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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - 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

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Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

### **Automobile Liability Insurance**

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



**ANNEX "E"**

**SECURITY REQUIREMENTS CHECKLIST**



Contract Number / Numéro du contrat E6TOR-18RM06
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
 LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE	
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine DND	2. Branch or Directorate / Direction générale ou Direction CANSOFCOM
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail Propane delivery Regional Master Standing Offer (RMSO) - For the supply and delivery of bulk liquid petroleum (propane) and other propane goods and services as identified in the RMSO	
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis	
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès	
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/> Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion	
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> Not releasable / À ne pas diffuser <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'information	
PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> NATO SECRET <input type="checkbox"/> COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>
PROTECTED A / PROTÉGÉ A <input type="checkbox"/> PROTECTED B / PROTÉGÉ B <input type="checkbox"/> PROTECTED C / PROTÉGÉ C <input type="checkbox"/> CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> SECRET <input type="checkbox"/> TOP SECRET <input type="checkbox"/> TRÈS SECRET <input type="checkbox"/> TOP SECRET (SIGINT) <input type="checkbox"/> TRÈS SECRET (SIGINT) <input type="checkbox"/>	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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Contract Number / Numéro du contrat <b>E6TOR-18RM06</b>
Security Classification / Classification de sécurité <b>UNCLASSIFIED</b>

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
 If Yes, indicate the level of sensitivity:  
 Dans l'affirmative, indiquer le niveau de sensibilité:  No / Non  Yes / Oui

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
 Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
 Document Number / Numéro du document:  No / Non  Yes / Oui

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
 Commentaires spéciaux: Access Control is conducted at the site entry point

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
 REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
 If Yes, will unscreened personnel be escorted?  
 Dans l'affirmative, le personnel en question sera-t-il escorté?  
 No / Non  Yes / Oui  
 No / Non  Yes / Oui  
*On DND premises unscreened pers. may only access' public/reception zone* SM

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED Protégé			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support IT																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Solicitation No. - N° de l'invitation  
 E6TOR-18RM06/A  
 Client Ref. No. - N° de réf. du client  
 E6TOR-18-RM06

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 KIN-8-50238

Buyer ID - Id de l'acheteur  
 kin510  
 CCC No./N° CCC - FMS No./N° VME



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PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Maj. Steve Rau		Title - Titre Officer Commanding, Garrison Sqn	Signature 
Telephone No. - N° de téléphone 613-838-4756 ext. 2463	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel stephen.rau@forces.gc.ca	Date 27 Nov 18
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Sasa Medjovic - DSSO - Industrial Security Senior Security Analyst Tel: 813-996-0286		Title - Titre Industrial Security	Signature 
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel E-mail: sasa.medjovic@forces.gc.ca	Date 29 Feb 05
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
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**ANNEX "F" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)