
TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Canadian General Standards Board - Standards
3. Submission of Offers
4. Improvement of Requirement During Solicitation Period
5. Enquiries - Request For Standing Offer
6. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES, AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

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

PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Procedures
7. Call-up Instrument
8. Limitation of Call-ups
9. Priority of Documents
10. Certifications
11. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance Requirements
7. Shipping Instructions - DDP

Solicitation No. - N° de l'invitation

E60HL-130051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl601

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60HL-130051

hl601E60HL-130051

List of Appendices:

Appendix "A" Requirements

Appendix "B" Basis of Payment

Appendix "C" Consumption Report

Appendix "D" DND - Inspection and Supplementary Conditions of Supply

Appendix "E" Environmental Attributes

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus appendices, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B Resulting Contract Clauses:

Part 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Appendices include: Appendix "A", Requirements; Appendix "B", Basis of Payment; Appendix "C", Consumption Report; Appendix "D", DND - Inspection and Supplementary Conditions of Supply; and Appendix "E", Environmental Attributes.

2. Summary

2.1 Requirement

To supply marine fuels to the Department of National Defence (DND), as detailed at Appendix "A" attached hereto; requirements in accordance with the terms and conditions of the Standing Offer, as and when requested by the Identified Users, during the period of June 1, 2013 up to and including May 31, 2015.

More than one Standing Offer may be issued as a result of this Solicitation.

2.2 Code of Conduct and Certifications

Offerors must submit a complete list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

2.3 Destinations

Any resulting Standing Offer may be used for destinations across Canada, including Comprehensive Land Claims Settlement Areas.

2.4 Trade Agreements

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

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2013-01-28) 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: sixty (60) days

Insert: one hundred and twenty (120) days

2. Canadian General Standards Board - Standards

A copy of the CGSB standards referred to herein may be purchased from:

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec

Telephone: 819-956-0425 or 1-800-665-CGSB (Canada only)

Fax: 819-956-5644

E-mail: ncr.cgsb-ongc@tpsgc-pwgsc.gc.ca

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

3. Submission of Offers

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

4. Improvement of Requirement During Solicitation Period

Should Offerors consider that the specifications or Requirement contained in the RFSO could be improved

technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular

Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least **twenty (20)** days before the RFSO closing date. Canada will have the right to accept or reject any or all suggestions.

5. Enquiries - Request For Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such

except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be

distributed to all offerors may not be answered by Canada.

6. 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

To assist Canada in reaching its objectives, offerors should:

- 1) use 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 and Additional Information

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

a. Consolidated Requirements and Zones

The requirements shown at Appendix "A" have been arranged by product type and delivery method within

zones (geographical areas). Where there is more than one individual requirement for a particular product type with the same delivery method within a zone, the quantity of each individual requirement has been consolidated into one requirement. In such instances, the Offeror must quote a price per litre applicable to

the entire consolidated requirement.

An offer contingent on supplying only a portion of a consolidated requirement will result in the offer being declared non-responsive. Any other conditional offers will be declared non-responsive.

b. Alternate Product

i) For “ULS Diesel Fuel Type B Containing Low Levels of Biodiesel Esters (B1-B5) seasonally adjusted CAN/CGSB-3.520-2011 except minimum flash point must be 60°C” in Zones BC301, BC251 and BC281 as stated in Appendix “A”, Canada, at its sole discretion, may consider offers for the following alternate product:

Alternate Product

ULS Diesel Fuel, Type B
containing low levels of
biodiesel esters (B1-B5)
seasonally adjusted, CAN/CGSB-3.520-2011
with a flash point of less than 60°C

If applicable, the Offeror must insert the alternate product description and unit price in Appendix “A”.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Appendices “A” and “B”. The total amount of

Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Offerors are requested to submit an individual unit price for each consolidated requirement (product type with the same delivery method, within a zone (geographical area)) they wish to compete for. Offers are to be based on the corresponding “A” week value identified below.

a. Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate

fluctuation protection will not be considered and will render the offer non-responsive.

b. Unit Price

For all consolidated requirements, the firm unit prices quoted must be in Canadian dollars per litre of fuel and must not exceed four decimal places.

c. Unit Price Adjustments

I. Firm unit prices shown at Appendix “A” will be subject to weekly upward or downward adjustments as detailed at Appendix “B”, Basis of Payment.

II. Price Change Effective Day - Weekly Price Changes:

After the initial price change, which comes into effect on June 1, 2013, all subsequent weekly price changes will come into effect at 12:01 AM on the day selected by the Offeror below.

The Offeror is requested to select the day of the week that their weekly price change comes into effect:

--OBG-- Published Friday	12:01AM Sat.	12:01AM Sun.	12:01AM Mon.	12:01AM Tues.	12:01AM Wed.	12:01AM Thurs.
	_____	_____	_____	_____	_____	_____

In the event that the Offeror fails to select a day in the appropriate space provided above, the Offeror will be requested to provide the information to the Standing Offer Authority within 5 days of the request. Otherwise, the day of the week selected will be Saturday.

III. Reference Marker Price

a. FOR ALL CONSOLIDATED REQUIREMENTS

In their offer, the Offeror must quote their unit price per litre using the following Reference Marker price for January 25, 2013, expressed in Canadian dollars per litre:

"A" date values, "Oil Buyer's Guide" (OBG):

DESIGNATED CENTRE: Vancouver, British Columbia

PRODUCT	VALUE
ULS Diesel	\$0.8490

d. Delivery Charges/Cartage Fees

All applicable delivery charges must be included in the firm unit prices.

e. Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the Standing Offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the Standing Offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES, AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

The offer must provide all of the technical information requested in the Request for Standing Offers to enable full and complete evaluation.

1.1.1 Mandatory Technical Criteria

The goods offered must conform to all aspects of the specifications and standards detailed or referred to herein.

The **Mandatory** technical criteria for the evaluation of each offer are:

- (a) Technical compliance (in accordance with Appendix "A" and "D");

Offers not meeting these mandatory technical criteria will be declared non-responsive.

1.1.2 Alternate Product

i) As stated in Part 3, for "**ULS Diesel Fuel Type B Containing Low Levels of Biodiesel Esters (B1-B5) seasonally adjusted CAN/CGSB-3.520-2011 except minimum flash point must be 60°C**" in Zones BC301, BC251 and BC281 as stated in Appendix "A", Canada, at its sole discretion, may consider offers for the following alternate products:

Alternate Product

ULS Diesel Fuel, Type B
containing low levels of
biodiesel esters (B1-B5)
seasonally adjusted, CAN/CGSB-3.520-2011
with a flash point of less than 60°C*

*If required, only offer(s) for the Alternate Products with the highest flash point will be qualified in Zones **BC301**, **BC251** and **BC281**.

An Alternate Product will only be considered if no responsive offer is received for the requested Product.

1.2 Financial Evaluation

1.2.1 The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Provincial Fuel Tax and Excise Tax excluded, Canadian customs duties included, Incoterms 2000 "DDP Delivered Duty Paid".

1.2.2 Price Evaluation Method

The evaluated price will be determined by the offered unit price per litre for each Consolidated Requirement.

1.2.4 The Mandatory Financial criteria for the evaluation of each offer are:

(a) Compliance with the Basis of Payment as per Appendix "B"

Offers not meeting these mandatory financial criteria will be declared non-responsive.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per consolidated requirement will be recommended for issuance of a Standing Offer.

More than one Standing Offer may be issued as a result of this solicitation. Each consolidated requirement will be issued to one supplier only.

PART 5 - CERTIFICATIONS

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

Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer.

The

Standing Offer Authority will have the right to ask for additional information to verify the Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly.

Failure to comply with the certifications, to provide the related documentation or to comply with the request

of the Standing Offer Authority for additional information will also render the offer non-responsive.

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

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be completed and submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills

Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible

contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture:

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.
(<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>)

PART 6 - FINANCIAL REQUIREMENTS**1. Financial Capability****SPECIFIC CLAUSE INCORPORATED BY REFERENCE**

SACC ID	Title	Date
M9033T	Financial Capability	2011-05-16

2. Insurance Requirements

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under any resulting Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under any resulting Contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfil the requirement in accordance with the Requirements at Appendix "A" .

The product delivered by the Offeror must be in accordance with the product description, and instructions where applicable, shown at Appendix "A" for each requirement.

This Standing Offer may be used for destinations across Canada, including Comprehensive Land Claims Settlement Areas.

1.1 Consolidation of Standing Offers for Administrative Purposes

In order to simplify the administration of Standing Offers, the Standing Offer Authority may, from time to time, consolidate multiple Standing Offers issued to the Offeror into one Standing Offer.

2. Standard Clauses and Conditions

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

2.1 General Conditions

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

2005 (2010-11-19), General Conditions - Standing Offers - Goods or Services, subsection 06 Withdrawal is amended as follows:

Delete: thirty (30) days

Insert: sixty (60) days

2.2 Periodic Usage Reports - Standing Offer

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

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

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

The quarterly reporting periods are defined as follows:

1st and 5th quarter: June 1 to August 31;

2nd and 6th quarter: September 1 to November 30;

3rd and 7th quarter: December 1 to February 28;

4th and 8th quarter: March 1 to May 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from June 1, 2013 to May 31, 2015 inclusive.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

Name: **Johanna Lemieux**
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Logistics, Electrical, Fuel and Transportation Directorate
 Address: 7A2, Portage III
 11 Laurier Street
 Gatineau, Quebec K1A 0S5
 Telephone: 819-956-0177
 Facsimile: 819-956-5227
 E-mail address: johanna.lemieux@tpsgc-pwgsc.gc.ca

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

4.2 Call-up Authorities

The Call-up Authorities for the Standing Offer are identified in the call-up against the Standing Offer.

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

4.3 Offeror's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are the representatives from the Departments specified at Appendix "A".

National Master Standing Offers will be open for use by any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S.C., 1985, c. F-11, upon request to the Standing Offer Authority.

6. Call-up Procedures

The call-up will be issued to the qualified Standing Offer holder of each consolidated requirement identified at Appendix "A".

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form PWGSC-TPSGC 942, Call-up

Against a Standing Offer or an electronic version of the document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Priority of Documents

If there is a discrepancy between the wording of any documents which appear on the list, the wording of the

document which first appears on the list has priority over the wording of any document which subsequently appears on the list.

- A. The call-up against the Standing Offer, including any annexes;
- B. The articles of the Standing Offer;
- C. The General Conditions 2005 (2012-11-19) - Standing Offers - Goods or Services;
- D. The General Conditions 2010A (2012-11-19) - Goods (Medium Complexity);
- E. Appendix "A" - Requirements;
- F. Appendix "B" - Basis of Payment;
- G. Appendix "D" - DND Inspection and Supplementary Conditions of Supply;
- H. Appendix "C" - Consumption Report; and
- I. The Offerors' offer, dated_____. (insert date of Offer)

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed,
and the relations between the parties determined, by the laws in force in _____. *(The Standing Offer Authority will insert the name of the province or territory as specified by the offeror in its offer, if applicable)*

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

1.1 Product Standard

The product delivered by the Contractor must conform to the latest issue of the Canadian General Standards Board (CGSB) Standard indicated in the product description related to each requirement shown at Appendix "A".

1.2 Delivery Verification/Call-Up Instrument

Deliveries will be verified by printed metered slips or standard commercial delivery slips as applicable.

1.3 Volume Corrected To 15°C

When marine fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes must be adjusted to 15°C in accordance with ASTM D1250 "Petroleum Measurement Tables: Table 54B" (latest edition).

1.4 Inspection and Supplementary Conditions of Supply

The goods provided must be subject to inspection by the Identified User Representative at destination, unless otherwise indicated in the Call-up Instrument.

of The "Inspection and Supplementary Conditions of Supply" at Appendix "D" apply to Department National Defence requirements as stated therein.

1.5 Acceptance

The goods provided must be subject to acceptance by the Identified User Representative at destination, unless otherwise indicated in the Call-up Instrument.

1.6 Certified Batch Analysis (CBA)

Upon request, a copy of the certified batch analysis must be provided to the Identified User Representative at the delivery point.

2. Standard Clauses and Conditions**2.1 General Conditions**

2010A (2012-11-19) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts of 2010A (2012-11-19) of General Conditions - Goods Medium Complexity) will not apply to payments made by credit cards at point of sale *(If no credit card is accepted, this paragraph will be deleted)*.

2.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC ID	Title	Date
B1505C	Shipment of Hazardous Materials	2006-06-16
D3010C	Dangerous Goods/Hazardous Products (for DND only)	2012-07-16
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
A9006C	Defence Contract (for DND only)	2012-07-16
D5545C	ISO 9001:2008 -Quality Management Systems - Requirements (QAC C) (For DND only)	2010-08-16

3. Term of Contract

3.1 Delivery Date

Delivery must be made within 24 hours from receipt of a call-up against the Standing Offer unless:

- (i) identified at Appendix "D"; or
- (ii) otherwise agreed upon by the Contractor and the Identified User Representative.

4. Payment

4.1 Basis of Payment

Refer to Appendix "B" for details on Basis of Payment.

4.2 SACC Manual Clauses

SPECIFIC CLAUSE INCORPORATED BY REFERENCE

SACC ID	Title	Date
H1001C	Multiple Payments	2008-05-12

4.3 Payment by Credit Card *(The Standing Offer Authority will indicate the credit card{s} {Visa, Master Card} as specified by the Offeror under Part 3 of the RFSO. If no credit card is accepted, this clause will be deleted)*

The following credit card is accepted: _____.

The following credit cards are accepted: _____ and _____.

4.4. Advance Payment

Payment may be made in advance of the due date where the contractor offers a cash discount for advance payment and the discount at least offsets the cost to Canada for early payment.

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.

In addition, all invoices must contain the following information:

- a) Standing Offer Serial Number;
- b) Name of Identified User Representative and, if applicable, call-up document number;
- c) Delivery Destination (including building numbers where applicable);
- d) Product Identification, quantity and unit price;
- e) Taxes and/or levies, if applicable, and shown as a separate item. Should the Contractor include any applicable taxes and/or levies in the unit price, the amount of each must be indicated on the invoice;
- f) Name of the vessel, if applicable;
- g) The address where payment is to be sent.

2. Invoices must be distributed as follows:

The original and two (2) copies of each invoice must be made out to the Identified User Representative and forwarded to the invoicing address as set out at Appendix "A".

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the Identified User Representative. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip.

Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

6. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7. Shipping Instructions - DDP

Goods must be consigned and delivered to the destination specified in the Call-up: Incoterms 2000 "DDP Delivered Duty Paid".

Appendix 'A' To Request For Standing Offer/Demande d'offre à commandes - Annexe 'A'

File Number/
N° du dossier: E60HL-3-0051-10-B

Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue
Zone: BC251						
ULS Diesel Fuel Type B Containing Low Levels of Biodiesel Esters (B1-B5) seasonally adjusted CAN/CGSB 3.520-2011 except minimum flash point must be 60°C	UFTS carburant diesel type B contenant de faibles quantités d'esters de biodiesel (B1-B5) ajusté par saison CAN/ONGC 3.520-2011 sauf point d'éclair doit être minimum 60°C	Barge/ Chaland	DND into Canadian Forces Vessels Fisherman's Wharf Marina Victoria, BC Instructions: Del. Marine dock. See attached DND Inspection and Supplementary Conditions of Supply./ Livraison Marine dock. Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du MDN.	Marine/ Marine	100,000 L	
Zone: BC301						
ULS Diesel Fuel Type B Containing Low Levels of Biodiesel Esters (B1-B5) seasonally adjusted CAN/CGSB 3.520-2011 except minimum flash point must be 60°C	UFTS carburant diesel type B contenant de faibles quantités d'esters de biodiesel (B1-B5) ajusté par saison CAN/ONGC 3.520-2011 sauf point d'éclair doit être minimum 60°C	Barge/ Chaland	DND Into Canadian Forces Vessels Nanaimo, BC Instructions: Max. 1500 L per call-up. Del. Marine dock. See attached DND Inspection and Supplementary Conditions of Supply./ Max. 1500 L par commande. Livraison Marine dock. Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du MDN.	Marine/ Marine	200,000 L	
Zone: BC381						
ULS Diesel Fuel Type B Containing Low Levels of Biodiesel Esters (B1-B5) seasonally adjusted CAN/CGSB 3.520-2011 except minimum flash point must be 60°C	UFTS carburant diesel type B contenant de faibles quantités d'esters de biodiesel (B1-B5) ajusté par saison CAN/ONGC 3.520-2011 sauf point d'éclair doit être minimum 60°C	Barge/ Chaland	DND into Canadian Forces Vessels Campbell River, BC Instructions: Del. Marine dock. See attached DND Inspection and Supplementary Conditions of Supply. For ships under 50 metres/ Livraison Marine dock. Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du MDN. Pour les navires de moins de 50 mètres.	Marine/ Marine	120,000 L	
Summary						
			REQUIREMENT NUMBER: 100 / BG	:N° DE BESOIN		
			Zone: BC251		Total Quantity/ Quantité totale	Unit Price/ Prix unitaire
					100,000 L	\$
			Zone: BC301		Total Quantity/ Quantité totale	Unit Price/ Prix unitaire
					200,000 L	\$
			Zone: BC381		Total Quantity/ Quantité totale	Unit Price/ Prix unitaire
					120,000 L	\$



Marine Fuels

Page 1 of/de 2

Appendix B - BASIS OF PAYMENT

File No. - N° de
E60HL-3-0051-40-B

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 for each fuel requirement as specified in Appendix "A", subject to adjustment as specified in Section 2 below. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax, Provincial Fuel Tax, and Federal Excise Tax are extra, if applicable.

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

For invoicing purposes the firm unit prices in Appendix "A", effective on the date of delivery, will apply.

The unit prices shown at Appendix "A" *exclude* all taxes or levies that may be or are imposed on the sale of the work pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Contractor is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, as a result of the sale of the work to Canada, except as otherwise provided in the Standing Offer, Canada will pay to the Contractor an amount equal to such tax or levy where applicable and substantiated by invoice.

2. UNIT PRICE ADJUSTMENTS

2.1 BASIS FOR UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS

Unit prices as shown at Appendix "A" will be subject to weekly upward or downward adjustment using the Reference Marker "Oil Buyers' Guide" (OBG), weekly Average Canadian Unbranded Rack Price for ULS Diesel.

Designated Centre - This is the city from which the Reference Price will be selected.

For product requirements located in British Columbia, the Designated Centre is: **Vancouver**.

2.1.1 METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS

Weekly Price Change Effective Day:

After the initial price adjustment, which comes into effect on June 1, 2013, all subsequent price adjustments will come into effect at 12:01 AM on _____ of each week. (*Standing Offer Authority will indicate the day of the week as selected by the Offeror in Part 3, Section II. c. II., Unit Price Adjustments*)

An adjustment to the unit prices will be calculated as indicated hereunder:

a) Initial Adjustment: the unit price effective on June 1, 2013 will be equal to the applicable Reference Marker price for the week ending on May 31, 2013 minus the applicable Reference Marker price for the week ending on January 25, 2013 ("A" week value) plus the offer price;

b) Subsequent Weekly Adjustments: the unit price effective on day of the week identified above for every subsequent week will be equal to the Reference Marker price for the previous week minus the applicable Reference Marker price for the week ending on January 25, 2013 ("A" week value) plus the offer price.

c) if no Reference Marker "Oil Buyers' Guide" (OBG) Volume is published on the date in columns A and B of the Unit Prices Adjustment Schedule below, then the Volume published immediately prior to each date shown in columns A and B below will apply.

UNIT PRICE ADJUSTMENT SCHEDULE



Marine Fuels

Page 2 of/de 2

Appendix B - BASIS OF PAYMENT

File No. - N° de
E60HL-3-0051-40-B

Unit prices will only be adjusted on the relevant *Unit Price Adjustment Effective Date* and will remain *in effect until the next scheduled Unit Price Adjustment Effective Date*.

UNIT PRICE ADJUSTMENT SCHEDULE (OBG)

Unit Price Adjustment	"A" Week ending on	"B" Week ending on	Unit Price Adjustment Effective Date
1	January 25, 2013	May 31, 2013	June 1, 2013*
2	January 25, 2013	June 7, 2013	As indicated at "Method of Calculating Unit Price Adjustments"
	January 25, 2013	Sequential weekly periods, up to and including May 22, 2015	Sequential weekly periods, as indicated at "Method of Calculating Unit Price Adjustments", up to and including May 23, 2015**.

*The unit price effective June 1st, 2013 will apply for any deliveries between June 1st, 2013 and the supplier's next price change effective date (as selected in Section 2.1.1). For example, a supplier whose Weekly Price Change Effective Day is Thursday will have the June 1st, 2013 unit price in effect until June 12, 2013.

**Unit prices effective the week of May 23-29, 2015 shall remain in effect until the end of the supply period (May 31, 2015).

3. REVISION OF REFERENCE MARKER

In the event:

- A) the applicable Reference Marker is discontinued; or,
- B) Public Works and Government Services Canada determines that the Reference Marker does not reflect market conditions;

the parties will mutually agree upon an appropriate and comparable substitute and the Standing Offer will be modified to reflect such substitute on a mutually agreed upon date.



Marine Fuels

Page 1 of/de 1

Appendix D Department of National Defence - Inspection and Supplementary Conditions of Supply

File No. - N° de
référence

E60HL-3-0051-40-B

1. **WARNING FOR INSPECTION**

1.A The Contractor will provide the Identified User Representative with a copy of each marine delivery receipt immediately after delivery is made.

2. **U.S. MILITARY SHIPS**

The Contractor will provide product, if required, to visiting U.S. Navy, U.S. Coast Guard and U.S. Marine Corps in accordance with the NATO STATUS Forces Agreement and the United States Navy/Department of National Defence Memorandum of Understanding. Prices to include Excise Tax.

3. **Sulphur Content**

The maximum limit on sulphur in naval distillate fuel is specified as 15 mg/kg, in accordance with the Sulphur in Diesel Regulations.

4. In accordance with BC Renewable and Low Carbon Fuels Information Bulletin RLCF-001, fuel sold in the province of British Columbia for the use of The Department of National Defence is not included under the British Columbia Renewable and Low Carbon Fuel Requirements Regulation or the Greenhouse Gas Reduction (Renewable and Low Carbon Fuel Requirements) Act.

APPENDIX "E"

ENVIRONMENTAL ATTRIBUTES

As part of the federal government's commitment to environmentally responsible procurement, PWGSC encourages the private sector to develop and implement environmentally responsible initiatives in the supply of fuels.

As an initial step, before the inclusion of Environmental Criteria in future solicitations, Offerors are requested to submit information and/or substantiating documentation regarding their stated environmental initiatives, and the details of the environmental impact of the goods proposed in terms of overall environmental management, for example:

- a. Provide details of your policies and practices in relation to environmentally responsible fuel transportation and storage processes.
- b. Provide details of your policies and practices in relation to environmentally responsible fuel transfer processes.
- c. Provide details of your policies, practices and emergency plans in relation to oil spills and pollution.
- d. Provide details of any arrangement with a certified emergency response organization.
- e. Provide details of your policies and practices in relation to re-use strategies (i.e. drums).
- f. Provide details of your policies and practices in relation to recycling in general.

If your firm has a corporate environmental policy, you are requested to submit a copy of this policy either on corporate letterhead, as corporate documentation or provide your firms' web site address where this information resides. In support of your firm's environmental policy you are requested to provide documentation regarding the environmental principles referenced in your policy and details of the environmental policy and its impact in terms of overall environmental management.