

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Fuel & Construction Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> AUTOMOTIVE ULTRA LOW SULPHUR DIESEL	
<b>Solicitation No. - N° de l'invitation</b> F2567-120000/A	<b>Date</b> 2012-03-16
<b>Client Reference No. - N° de référence du client</b> F2567-120000	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HL-604-60104
<b>File No. - N° de dossier</b> hl604.F2567-120000	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-04-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Burke, Robert	<b>Buyer Id - Id de l'acheteur</b> hl604
<b>Telephone No. - N° de téléphone</b> (819)956-3852 ( )	<b>FAX No. - N° de FAX</b> (819)956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
F2562	DEPARTMENT OF FISHERIES AND OCEANS 42037 MACKENZIE HIGHWAY HAY RIVER Northwest Territories X0E0R9 Canada	F2545	DEPARTMENT OF FISHERIES AND OCEANS BASE ADMIN-HAY RIVER 42037 MACKENZIE HIGHWAY HAY RIVER Northwest Territories X0E0R9 Canada
F2565	DEPARTMENT OF FISHERIES AND OCEANS MCI , AREA SUPERVISOR WEST 42037 MACKENZIE HIGHWAY HAY RIVER Northwest Territories X0E0R9 Canada	F2545	DEPARTMENT OF FISHERIES AND OCEANS BASE ADMIN-HAY RIVER 42037 MACKENZIE HIGHWAY HAY RIVER Northwest Territories X0E0R9 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	AUTOMOTIVE ULTRA LOW SULPHUR DIESEL CAN/CCGSB 3.517-2007 (LATEST ISSUE) TYPE A. OPERABILITY CLOUD POINT MINUS 43 DEGREES C (P40 ORP50) • HAY RIVER, NT. DELIVERY SHALL BE MADE BY TANK WAGON TO COAST GUARD DOCK.	F2562	F2545	165000	L	\$	See Herein	
2	AUTOMOTIVE ULTRA LOW SULPHUR DIESEL CAN/CCGSB 3.517-2007 (LATEST ISSUE) TYPE A. OPERABILITY CLOUD POINT MINUS 43 DEGREES C (P40 ORP50) • FORT PROVIDENCE, NT. DELIVERY SHALL BE MADE BY TANK WAGON TO COAST GUARD DOCK.	F2562	F2545	90000	L	\$	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	AUTOMOTIVE ULTRA LOW SULPHUR DIESEL CAN/CCGSB 3.517-2007 (LATEST ISSUE) TYPE A. OPERABILITY CLOUD POINT MINUS 43 DEGREES C (P40 ORP50) • NORMAN WELLS, NT. DELIVERY SHALL BE MADE BY TANK WAGON TO COAST GUARD DOCK.	F2562	F2545	150000	L	\$	See Herein	
4	AUTOMOTIVE ULTRA LOW SULPHUR DIESEL CAN/CCGSB 3.517-2007 (LATEST ISSUE) TYPE A. OPERABILITY CLOUD POINT MINUS 43 DEGREES C (P40 ORP50) • INUVIK, NT. DELIVERY SHALL BE MADE BY TANK WAGON TO COAST GUARD DOCK.	F2565	F2545	85000	L	\$	See Herein	
5	Federal Excise Tax For item 1	F2562	F2545	165000	L	\$	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
6	Territorial Fuel Tax For item 1	F2562	F2545	165000	L	\$	\$	See Herein	
7	Federal Excise Tax For item 2	F2562	F2545	90000	L	\$	\$	See Herein	
8	Territorial Fuel Tax For item 2	F2562	F2545	90000	L	\$	\$	See Herein	
9	Federal Excise Tax For item 3	F2562	F2545	150000	L	\$	\$	See Herein	
10	Territorial Fuel Tax For item 3	F2562	F2545	150000	L	\$	\$	See Herein	
11	Federal Excise Tax For item 4	F2562	F2545	85000	L	\$	\$	See Herein	
12	Territorial Fuel Tax For item 4	F2562	F2545	85000	L	\$	\$	See Herein	

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) template is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:  
6A, Standing Offer, and  
6B, Resulting Contract Clauses; and,  
the Annexes.

- Part 1: provides a general description of the requirement;
- Part 2: provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO;
- Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;
- Part 5: includes the certifications to be provided;
- Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- Part 6B: 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: **Annex A** - Basis of Payment.

### 2. Summary

#### 2.1 Requirement

To supply an estimated 490,000 Litres of Automotive (On-road) Low Sulphur Diesel Fuel, required by the Department of Fisheries and Oceans, to the destinations specified on the pages containing the Line Item Detail, in accordance with the terms and conditions of the Standing Offer.

Fuel is to be delivered as and when requested by the Requisitioning Authority, during the period from the **date of Standing Offer up to and including 31 October 2012**.

#### 2.2 Comprehensive Land Claim Agreements

The following Comprehensive Land Claim Agreements apply to this procurement for deliveries to Norman Wells and Inuvik, Northwest Territories, where "deliveries to" means goods delivered to, and services performed in:

Inuvialuit Final Agreement (IFA) and Gwich'in Comprehensive Land Claim Agreement (GCLCA) for deliveries to Inuvik; and

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Sahtu Dene and Métis Comprehensive Land Claim Agreement (SDMCLCA) for deliveries to Norman Wells.

### **2.3 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. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided in writing, by telephone or in person.



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## 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) 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: Seventy five (75)

#### 1.1 Canadian General Standards Board - Standards

A copy of the CGSB standard(s) referred to in the bid solicitation is available and 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@pwgsc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)  
CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>

### 2. Submission of Offers

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

Department of Public Works and Government Services  
Bid Receiving Unit  
Portage III, 0A1  
11 Laurier Street  
Gatineau, Quebec K1A 0S5

Fax No.: (819) 997-9776

### 3. Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable

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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.

### **3.1 Offerors' Suggestions**

Offerors are encouraged to submit, prior to the RFSO closing date, any suggestions that would allow Canada to obtain lower unit prices, for fuel, for one or more of the requirements detailed in the Line Item Detail. Suggestions could include, but are not limited to, minimum call-up quantities, change in delivery method(s), change in regularly scheduled call-ups, etc. If a suggestion should be accepted by Canada, prior to the RFSO closing date, this would be reflected through an amendment to the Request for Standing Offers (RFSO).

## **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.

### PART 3 - OFFER PREPARATION INSTRUCTIONS

#### 1. Offer Preparation Instructions

In order to be responsive the offer must be duly completed, signed and must meet all the mandatory requirements stated in the Request For Standing Offers (RFSO). Proposals not meeting all of the mandatory requirements will be given no further consideration.

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

Section I:	Technical Bid (1 copy)
Section II:	Financial Bid (1 copy)
Section III:	Certifications (1 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.

As a minimum, Offerors must submit one copy of the following documents: Signed Page 1, Part 3, and Pages 3 and 4 - Line Item Detail or an acceptable spreadsheet that clearly identifies all the requirements for which the Offeror is providing a price.

#### Section I: Technical Offer

Offers must be completed in full and provide all of the information requested in the Request For Standing Offers (RFSO) to enable full and complete evaluation.

##### Delivery Lead Time

A lead time of \_\_\_\_\_ working days will be required.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex A, Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

The unit prices quoted shall correspond to the unit of measure indicated by the Department of Public Works and Government Services under the "U. of I." column shown on Pages 3 and 4 - Line Item Detail.

The unit prices quoted shall be in Canadian dollars per litre for fuel and shall not exceed four decimal places.

All applicable delivery charges shall be included in the unit prices.

The unit prices offered on Pages 3 and 4 - Line Item Detail, *exclude* all taxes or levies that may be or are imposed on the sale of petroleum products pursuant to any federal or provincial statute or regulation or territorial ordinance.

**a. Unit Price Adjustments**

I. Firm unit prices shown on Pages 3 and 4 - Line Item Detail shall be subject to weekly adjustments as detailed at Annex A, using the Oil Buyer's Guide (OBG) as a Reference.

**II. Price Change Effective Day**

After the initial price change, which comes into effect on the date of the Standing Offer, all subsequent 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:

**Automotive (On-road) Diesel Fuel**

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

In the event that the Offeror fails to select a day in the appropriate space provided above, it will be mandatory for this Offeror to provide the information upon request by the Standing Offer Authority prior to issuance of a Standing Offer.

**b. Pricing Basis**

The Offeror must quote firm unit prices in Canadian dollars, Incoterms 2000 "DDP Delivered Duty Paid", the Goods and Services Tax (GST), Harmonized Sales Tax (HST), Territorial Fuel Tax, and Federal Excise Tax extra, as applicable. Freight charges to destination and all applicable Custom duties must be included.

**c. Pricing - Multi-Item Request for Standing Offer**

Offerors do not have to quote a price for every item in the Request For Standing Offers in order to be evaluated. Offerors may withdraw one or more items after RFSO closing but prior to Standing Offer issuance by advising in writing the Standing Offer Authority.

**d. Payment by Credit Card**

Canada requests that Offerors complete one of the following:

( ) 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 \_\_\_\_\_

MasterCard \_\_\_\_\_

( ) 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.

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

e. Financial Capability

**SPECIFIC CLAUSE INCORPORATED BY REFERENCE**

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

**2. 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

All offers must be completed in full and provide all the technical information requested in the Request for Standing Offers to enable a 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 line item detail on pages 3 and 4);
- (b) Compliance with delivery requirement;
- (c) Compliance with inspection requirements;
- (d) Acceptance of terms and conditions as mentioned in the Request for Standing Offer;
- (e) Acceptance of General Conditions - Standing Offers - Goods or Services, Section 08 "Disclosure of Information" and
- (f) Completion of the Request for Standing Offer.

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

#### 1.2 Financial Evaluation

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

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

- (a) Compliance with the Basis of Payment as per Annex A.
- (b) Compliance with the Financial capability as specified in Part 3.

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

### 2. Basis of Selection

#### 2.1 Basis of Selection - Mandatory Technical Criteria

To be considered responsive, an offer must meet all the mandatory requirements of the Request for Standing Offer. Offers not meeting all the mandatory requirements will be given no further consideration. The **lowest-priced responsive offer per destination** for the quantities described on pages 3 and 4 in the Line Item Detail, will be recommended for issuance of a Standing Offer.

The delivery lead time will not form part of the evaluation.

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**More than one Standing Offer may be issued as a result of this Request for Standing Offers.**

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications 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 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 or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will 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.

#### 1.1 Federal Contractors Program - \$200,000 or more

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 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,



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, 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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to fulfill the requirement(s) detailed on Pages 3 and 4 - Line Item Detail in accordance with the terms and conditions of this 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

(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, subsection 06 Withdrawal is amended as follows:

Delete: thirty (30) days

Insert: sixty (60) days

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer to 31 October 2012.

### 4. Authorities

#### 4.1 Standing Offer Authority

The Standing Offer Authority is:

##### Robert Burke

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate - HL Division

Place du Portage III, 7A2

11Laurier Street

Gatineau, Québec K1A 0S5

Telephone: 819- 956-3852

E-mail address: [robert.burke@tpsgc-pwgsc.gc.ca](mailto:robert.burke@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, he is responsible for

any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 4.2 Project Authority

The Project Authority for the Standing Offer will be provided at issuance of the Standing Offers.

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

#### 4.3 Offeror's Representative

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 5. Identified User

The Identified User authorized to make call-ups against the Standing Offer is: Department of Fisheries and Oceans, Canadian Coast Guard. The type of product and the estimated quantity, which may be called-up by the Identified User, are specified on Pages 3 and 4 - Line Item Detail.

#### 6. 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 electronic document.

#### 7. Limitation of Call-ups

The Offeror shall supply the product provided that:

- a) the type of product called-up is that which the Identified User is authorized to call-up; and
- b) the total price (including all taxes and levies, where applicable) payable to the Offeror for the product supplied pursuant to a particular call-up does not exceed \$300,000.00.

#### 8. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
- e) Annex A, Basis of Payment;
- f) the Offeror's offer \_\_\_\_\_ (insert date of offer), \_\_\_\_\_ (if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended \_\_\_\_\_". (insert date(s) of clarification(s) or amendment(s) if applicable).

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**9. Certifications**

Compliance with the certifications 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 or 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.

**10. 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).*

**11. Communications Notification**

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

## 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 supply the applicable Automotive (On-road) Diesel Fuel detailed on Pages 3 and 4 - Line Item Detail as and when required.

#### 1.1 Product Standard

The product(s) offered by the Offeror shall be in accordance with the product description, and instructions where applicable, shown in the Line Item Detail related to each requirement, and must conform to the Canadian General Standards Board (CGSB) Standard CAN/CGSB-3.517-2007 (latest issue).

#### 1.2 Delivery Verification/Call-Up Instrument

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

##### 1.2.1 FOB Point

Shipment is to be consigned FOB including all delivery charges to the destination(s) shown herein.

##### 1.2.2 Volume Corrected To 15°C

When Diesel fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes shall be adjusted to 15°C in accordance with API-ASTM-IP Table 54B. When a delivery is made through a flow meter, the delivery slip will be provided with the invoice.

#### 1.3 Inspection of Petroleum Products

Inspection of petroleum products supplied to the Identified User shall be conducted by the consignee at destination.

## 2. Standard Clauses and Conditions

### 2.1 General Conditions

2010A (2012-03-02) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 14 and 15, Payment Period and Interest on Overdue Accounts of 2010A (2012-03-02) 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
D3010C	Dangerous Goods/Hazardous Products	2007-11-30
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
B1505C	Shipment of Hazardous Materials	2006-06-16

## 3. Term of Contract

**3.1 Delivery Date**

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

**3.1.1 Delivery Lead Time**

A lead time of \_\_\_\_\_ working days will be required.

**4. Payment****4.1 Basis of Payment**

See annex A.

**4.2 Limitation of Price**

SACC Manual Clause C6000C (2011-05-16) Limitation of Price

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

**4.3 Multiple Payments**

SACC Manual Clause H1001C (2008-05-12) Multiple Payments

**4.4 Payment by Credit Card**

*(The standing offer authority must complete one of the clauses if the offeror has accepted payment by 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 credit card accepted: \_\_\_\_\_.

OR

The following credit cards are accepted \_\_\_\_\_ and \_\_\_\_\_.

**5. Invoicing Instructions****Invoices and Substantiating Documentation**

1. The Contractor must submit invoices in accordance with the information required in Section 14 of 2010A, General Conditions - Goods (Medium Complexity).

All invoices shall contain but not be limited to the following information:

- a) Standing Offer Serial Number;
- b) Name of Requisitioning Authority and, if applicable, call-up document number;
- c) Delivery Destination (including building numbers where applicable);
- d) Product Identification, quantity and price per litre;
- 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) The address where payment is to be sent.

2. Invoices to be distributed as follows:

Solicitation No. - N° de l'invitation

F2567-120000/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl604

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

F2567-120000

File No. - N° du dossier

hl604F2567-120000

CCC No./N° CCC - FMS No/ N° VME

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The original and two copies of each invoice are to be made out to the Project Authority and forwarded to the invoicing address as set out on Page 1 of the Request for Standing Offer.

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the consignee. 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.

## **7. 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.

## ANNEX A 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 Line Item Detail on Pages 3 and 4, subject to adjustment as specified in section 2 below.

For invoicing purposes the unit price effective on the date of delivery will apply.

The unit prices offered on Pages 3 and 4 - Line Item Detail, *exclude* all taxes or levies that may be or are imposed on the sale of petroleum products pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Offeror is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, as a result of the sale of the product to Canada, except as otherwise provided in the Standing Offer, Canada will pay to the Offeror an amount equal to such tax or levy where applicable and substantiated by invoice.

### 1. Basis for Unit Price Adjustments -OBG

For Automotive (On-road) Diesel Fuel delivered in the Northwest Territories, CAN/CGSB 3.517-2007 (Latest Issue), Type A -ULS, Operability Cloud Point -43°C (P40 or P50):

Unit prices as shown in line item detail will be subject to weekly upward or downward adjustment using the Reference Marker "Oil Buyer's Guise" OBG, weekly Average Canadian Unbranded Rack Price for ULS Diesel # 1.

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

***Product as described  
in the Line Item Detail***

Automotive Diesel Fuel,  
CAN/CGSB 3.517-2007 (Latest Issue),  
Type A -ULS, Operability Cloud  
Point -43°C (P40 or P50)

***Product as described  
in the Oil Buyers' Guide***

ULS Dsl No. 1

***Designated  
Centre***

Edmonton, AB

### 2. Method of Calculating Unit Price Adjustments

Firm unit prices as shown on Pages 3 and 4 - Line Item Detail shall be subject to weekly adjustments as detailed below.

The unit prices offered are based on the March 9, 2012 posting as provided by the "Oil Buyers Guide (OBG)" Average Canadian Unbranded Rack Price, for Edmonton ULS Diesel No.1.

**Weekly Price Adjustment Effective Day, Automotive (On-road) Diesel Fuel - "OBG":**

After the initial price adjustment, which comes into effect on the date of the Standing Offer, 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 3, Unit Price Adjustments*)

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



- a) the unit price adjustments effective on the date of the Standing Offer, shall be the difference between the applicable Reference Marker price for the week ending on March 9, 2012 and the applicable Reference Marker price for the week ending on April 27, 2012;
- b) the unit price adjustments effective on day of the week identified above, and every subsequent week shall be the difference between the penultimate applicable weekly Reference Marker price and the antepenultimate applicable weekly Reference Marker price.

#### UNIT PRICE ADJUSTMENT SCHEDULE

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

UNIT PRICE ADJUSTMENT SCHEDULE			
Unit Price Adjustment	"A" Week ending on	"B" Week ending on	Unit Price Adjustment Effective Date
1	* March 9, 2012	April 27, 2012	Date of the Standing Offer
2	April 27, 2012	May 4, 2012	As indicated at "Method of Calculating Unit Price Adjustments"
	Sequential weekly periods, up to and including October 12, 2012	Sequential weekly periods, up to and including October 19, 2012	Sequential weekly periods, as indicated at "Method of Calculating Unit Price Adjustments", up to and including October 26, 2012**

\*The per-litre "A" date value for the week ending on March 9, 2012 is: \$0.9030/L.

\*\*Unit prices effective the week of October 20 to 26, 2012 shall remain in effect until the end of the supply period (October 31, 2012).

#### REVISION OF REFERENCE MARKER

In the event that:

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