

**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 PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> ULTRA LOW SULPHUR DIESEL	
<b>Solicitation No. - N° de l'invitation</b> F1719-130002/A	<b>Date</b> 2013-03-27
<b>Client Reference No. - N° de référence du client</b> F1719-130002	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-602-62496	
<b>File No. - N° de dossier</b> hl602.F1719-130002	<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 2013-05-07</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Sobti, Shaloo	<b>Buyer Id - Id de l'acheteur</b> hl602
<b>Telephone No. - N° de téléphone</b> (819) 956-9400 ( )	<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> DEPARTMENT OF FISHERIES AND OCEANS 42037 MACKENZIE HIGHWAY HAY RIVER Northwest Territories X0E0R9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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</b> <b>(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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	ULTRA LOW SULPHUR DIESEL CAN/CGSB 3.517-2007 (LATEST ISSUE) TYPE A. OPERABILITY CLOUD POINT MINUS 43 DEGREES C (P40 OR P50) • HAY RIVER, NT. DELIVERY SHALL BE MADE BY TANK WAGON TO COAST GUARD DOCK	F2562	F2545	290000	L	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
2	ULTRA LOW SULPHUR DIESEL CAN/CGSB 3.517-2007 (LATEST ISSUE) TYPE A. OPERABILITY CLOUD POINT MINUS 43 DEGREES C (P40 OR P50) • FORT PROVIDENCE, NT. DELIVERY SHALL BE MADE BY TANK WAGON TO COAST GUARD DOCK	F2562	F2545	60000	L	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
3	ULTRA LOW SULPHUR DIESEL CAN/CGSB 3.517-2007 (LATEST ISSUE) TYPE A. OPERABILITY CLOUD POINT MINUS 43 DEGREES C (P40 OR P50) • FORT SIMPSON, NT. DELIVERY SHALL BE MADE BY TANK WAGON TO COAST GUARD DOCK	F2562	F2545	50000	L	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
4	ULTRA LOW SULPHUR DIESEL CAN/CGSB 3.517-2007 (LATEST ISSUE) TYPE A. OPERABILITY CLOUD POINT MINUS 43 DEGREES C (P40 OR P50) • NORMAN WELLS, NT. DELIVERY SHALL BE MADE BY TANK WAGON TO COAST GUARD DOCK	F2562	F2545	430000	L	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
5	ULTRA LOW SULPHUR DIESEL CAN/CGSB 3.517-2007 (LATEST ISSUE) TYPE A. OPERABILITY CLOUD POINT MINUS 43 DEGREES C (P40 OR P50) • INUVIK, NT. DELIVERY SHALL BE MADE BY TANK WAGON TO COAST GUARD DOCK	F2562	F2545	130000	L	\$	XXXXXXXXXXXX		See Herein	

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            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 Appendices include Appendix "A", Basis of Payment and Appendix "B", Environmental Attributes.

### 2. Summary

#### 2.1 Requirements

To supply an estimated 960,000 Litres of Ultra Low Sulphur Diesel Fuel required by the Department of Fisheries and Oceans, to the destinations specified on pages containing the line item detail, in accordance with the terms and conditions of the Standing Offer.

The resulting Standing Offers will cover a two year period, May 10, 2013 to April 30, 2015. Fuel will only be ordered during the summer months, from early May to end October.

Fuel is to be delivered as and when requested by the Identified User.

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

#### 2.2 Code of Conduct and Certifications

Pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

### **2.3 Trade Agreements**

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

### **2.4 Delivery Requirements**

Any resulting Standing Offer(s) is for delivery requirements to locations within Canada including locations within Comprehensive Land Claims Settlement Areas (CLCAs).

### **2.5 Comprehensive Land Claims Agreements**

The following Comprehensive Land Claims Agreements will apply to any resulting call-ups:

- For deliveries to \* Norman Wells, NT, the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

-For deliveries to \* Inuvik, NT, the Inuvialuit Final Agreement and the Gwich'in Comprehensive Land Claim Agreement.

\* where "deliveries to" means "goods delivered to, and services performed in".

## **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 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* (<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 (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:

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](mailto: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 Canada (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.

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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 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 (line item detail) 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 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.

##### 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 Appendix "A", Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

##### A. Unit price

The firm unit prices per litre offered must be in Canadian dollars and must not exceed four decimal places.

The firm unit prices per litre offered must correspond to the unit of measure indicated by the Department of Public Works and Government Services under the "U. of I." Column shown on line item detail.

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

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The unit price offered in 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.

**B. Pricing Basis**

The offeror must quote firm unit prices in Canadian dollars, Incoterms 2000 "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. 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.

**D. Unit Price Adjustments**

Firm unit prices per litre shown on line item detail will be subject to weekly upward or downward adjustments as detailed at Appendix "A" Basis of Payment, using the Oil Buyers Guide (OBG) as a reference.

**I. Adjusted Price Effective Day:**

After the initial price change, which comes into effect on date of the Standing Offer all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

The Offeror must select the day of the week on which 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 Thu.
	-----	-----	-----	-----	-----	-----

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.

**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 \_\_\_\_\_

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- (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.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

- a) Technical compliance (in accordance with line item detail)

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

#### **1.2 Financial Evaluation**

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

##### **1.2.1 Mandatory Financial Criteria**

Compliance with the Basis of Payment as per Appendix "A";

##### **1.2.2 Evaluated Price**

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

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per destination for the quantities described in line item detail will be recommended for issuance of a Standing Offer.

The delivery lead time will not be considered in the evaluation.

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

## **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 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 2006 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 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 requirement 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).

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## **PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Financial Capability**

*SACC Manual* clause M9033T (2011-05-16) Financial Capability

### **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.

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to fulfill the requirement as detailed in 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* (<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 the Standing Offer.

The text under section 6 - Withdrawal - of 2005 referenced above 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 March 31, 2015.

#### 4. Authorities

##### 4.1 Standing Offer Authority

The Standing Offer Authority is:

**Robert Burke**

Supply Team Leader

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

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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 is identified in the call-up against the Standing Offer.

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

#### **4.3 Offeror's Representative**

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

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

#### **5. Identified Users**

The Identified Users 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 in line item detail.

#### **6. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version of the document.

The times of fueling and quantity required will be relayed to the Offeror by Fisheries & Oceans /Canadian Coast Guard by email, telephone, or facsimile at a reasonable period of time prior to the estimated time of arrival of the ship. Call-up to be confirmed in writing on form PWGSC-TPSGC 942.

#### **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 the Goods and Services Tax or Harmonized Sales Tax and levies where applicable) payable to the Offeror for the product supplied pursuant to a particular call-up does not exceed \$150,000.00

#### **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 (2012-11-19), General Conditions - Standing Offers - Goods or Services

- 
- d) the general conditions 2010A (2012-11-19), General Conditions - Goods (Medium Complexity  
e) Appendix A, Basis of Payment;  
f) the Offeror's offer dated \_\_\_\_\_ .

## 9. Certifications

### 9.1 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.

## 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 \_\_\_\_\_.

## 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 Diesel Fuel detailed on line item detail as and when required.

#### 1.1 Product Standard

The product delivered by the Contractor must conform to the latest issue of the Canadian General Standards Board (CGSB) Standard CAN/CGSB-3.517-2007 (latest issue), indicated in the product description related to each requirement, detailed on line item detail.

#### 1.2 Delivery Verification

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

#### 1.3 Volume Corrected To 15°C

When **diesel fuel** is 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.

#### 1.4 Inspection

The work provided shall be subject to inspection by the Identified User representative at destination, unless otherwise indicated in the Call-Up Instrument.

#### 1.5 Acceptance

The work provided shall be subject to acceptance by the Identified User representative at destination, unless otherwise indicated in the Call-Up Instrument.

#### 1.6 Certificate of Analysis (CoA)

Upon request and at time of call-up, a copy of the certificate of 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 15 & 16, Payment Period & Interest on Overdue Accounts of 2010A (2012-11-19) will not apply to payments made by credit cards.

### 2.2 SACC Manual Clauses

#### SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC Reference	Section	Date
B1505C	Shipment of Hazardous Materials	2006-06-16
D3015C	Dangerous Goods/Hazardous Products	2007-11-30

## 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**

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

**4.2 SACC Manual Clauses****SPECIFIC CLAUSES INCORPORATED BY REFERENCE**

SACC Reference	Section	Date
H1001C	Multiple Payments	2008-05-12

**4.3 Payment in Advance of Due Date**

Payment may be made in advance of the due date where the Contractor's invoice offers a discount for early payment and the discount at least offsets the cost to Canada of paying early.

**4.4 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_.

**OR**

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

**5. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions, 2010A.

In addition, all invoices must contain the following information:

- a) Standing Offer Serial Number;
- b) Identified User and 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 supplier include any applicable taxes and or levies in the unit price, the amount of each must be indicated on the invoice; and
- f) The address where payment is to be sent.

The original and two (2) copies of each invoice must 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 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 any resulting 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 any resulting 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". The delivery will include unloading.

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## 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, 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 in 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 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***

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 in line item detail shall be subject to weekly adjustments as detailed below.

The unit prices offered are based on the March 8, 2013 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, Diesel Fuel - "OBG":**

After the initial price adjustment, which comes into effect on May 9, 2013 all subsequent price adjustments will come into effect at 12:01 AM on \_\_\_\_\_ of each week.

An adjustment to the firm unit prices per litre will be calculated as indicated hereunder.

a) Initial Adjustment: the unit price adjustments effective on May 9, 2013 will be equal to the applicable Reference Marker price for the week ending March 8, 2013 ('A' week value) minus the applicable Reference Marker price for the week ending on May 03, 2013 ("B" week) plus the offer price;

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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 'A' week value Reference Marker price plus the Offer 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*.

<b>UNIT PRICE ADJUSTMENT SCHEDULE</b>			
<b>Unit Price Adjustment</b>	<b>"A" Week ending on</b>	<b>"B" Week ending on</b>	<b>Unit Price Adjustment Effective Date</b>
1	* March 8, 2013	May 03, 2013	Date of the Standing Offer
2	May 03, 2013	May 10, 2013	As indicated at "Method of Calculating Unit Price Adjustments"
	Sequential weekly periods, up to and including April 03, 2015	Sequential weekly periods, up to and including April 10, 2015	Sequential weekly periods, as indicated at "Method of Calculating Unit Price Adjustments", up to and including April 30, 2015**

\*The per-litre "A" date value for the week ending on March 8, 2013 is: 0.9215 \$/L

\*\*Unit prices effective the week of April 18 to 24, 2015 shall remain in effect until the end of the supply period (April 30, 2015).

**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.

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## **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 fuel 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.