

**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**

<b>Title - Sujet</b> NMSO-DIESEL, AUTO, HEATING FUELS	
<b>Solicitation No. - N° de l'invitation</b> E60HL-140020/C	<b>Date</b> 2013-07-17
<b>Client Reference No. - N° de référence du client</b> E60HL-140020	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HL-636-63113
<b>File No. - N° de dossier</b> hl636.E60HL-140020	<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 2013-08-02</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> Lacelle, Ann	<b>Buyer Id - Id de l'acheteur</b> hl636
<b>Telephone No. - N° de téléphone</b> (819)956-3573 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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.	

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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>

**This cancels and supersedes in part (for the requirements indicated) the previous Request for Standing Offer (RFSO) HL.E60HL-4-0020-00-A dated 22 April 2013, which closed on 21 June 2013 at 2:00 p.m. EDST.**

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

The Appendices include: Appendix "A", Main Requirements, Appendix "B", Basis of Payments, Appendix "C", Consumption Report, and Appendix D, Environmental Attributes.

### 2. Summary

#### 2.1 Requirements

To supply Automotive Diesel Fuel and Unleaded Automotive Gasoline and Heating Oil to various Federal departments across Canada as detailed at Appendices "A" attached hereto and as specified in part 7A - Standing Offer section 1.6 - Offered Product Availability, when required by the Identified User, during the period of September 1, 2013 up to and including August 31, 2015.

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.

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### **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).

## **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:

Delete: sixty (60) days

Insert: one hundred fifty (150) 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 five (5) days before the RFSO closing date. Canada will have the right to accept or reject any or all suggestions.

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## 5. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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.

## 7. Environmental Regulations

On June 12, 2008, an Environment Canada regulation governing storage tank systems for petroleum products under federal jurisdiction came into effect (Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197). It contains specific requirements for suppliers who deliver petroleum products to those storage tank systems. Compliance with these regulations is mandatory.

Please note that since June 12, 2010, suppliers are also prohibited from filling tanks that do not have a visible Environment Canada identification number for suppliers to record. This applies to storage tanks over a certain size, please refer to the regulation above for details.

For More information on this regulation, please visit the following Environment Canada website:  
[www.ec.gc.ca/rs-st](http://www.ec.gc.ca/rs-st).

## 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)

(<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.

##### A. Product Availability

The offered product must be available at the time the Offer is made.

If the offered product becomes unavailable during the Standing Offer period, the Offeror will be permitted to offer another product, in accordance with Part 7A Standing Offer section 1.6 - Offered Product Availability, at the same price and using the Reference Marker of the initial product. Canada reserves the right to verify availability through an external source.

##### B. Consolidated Requirement 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.

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.

### C. Delivery into storage - required fill nozzle

Several requirements listed in Appendix "A" require the use of Cam lock or Special type fill nozzles of various sizes. The Offeror must review the information provided in Appendix "A" under Instructions, to ensure that it owns or will acquire the required fill nozzles.

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with Appendices "A" and Appendix "B", Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Offerors must submit an individual price for each entire consolidated requirement (product type with the same delivery method, within a zone (geographical area)) they wish to compete for. This price must be based on the corresponding "A" week value of Appendix "B", Basis of Payment, section 2.3.

### A. Unit price

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

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

### B. 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.

### C. Unit Price Adjustments

Firm unit prices per litre quoted at Appendices "A" will be subject to weekly upward or downward adjustments as detailed at Appendix "B", Basis of Payment.

#### C.1 Adjusted price effective day

##### C.1.1 For all requirements other than automotive ethanol fuel (E85)

After the initial price change, which comes into effect on September 1, 2013, all subsequent price adjustments 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:

For Heating Oil, Type 6 requirements only - New York Harbour (NYH)

-- NYH -- Monday to Friday	12:01AM Mon.	12:01AM Tues.	12:01AM Wed.	12:01AM Thurs.	12:01AM Fri.
	_____	_____	_____	_____	_____

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In the event that the offerer fails to select a day in the appropriate space provided above, the Offerer 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.

**D 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.

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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

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

##### 1.1.1 Mandatory Technical Criteria

Technical compliance in accordance with Appendix "A";

Offers not meeting this mandatory technical criterion 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 "B";

Offers not meeting this mandatory financial criterion will be declared non-responsive.

##### 1.2.2 Evaluated price

**1.2.2.1.** Evaluated price, will be determined by the unit price per litre offered for each consolidated 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 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.

## 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 there in required mentioned 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).

Further information on the FCP is available on the HRSDC Web site.

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

### **1. Financial Capability**

SACC *Manual* clause M9033T (05/16/2011) 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 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 located in Yukon, Northwest Territories, Quebec and Labrador.

##### 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.

##### 1.2 Degree Day Basis Deliveries (For heating Oil only)

Where the term "Degree Day" appears at Appendix "A" under the Delivery Method column, it means that the Offeror must maintain, at all times for the duration of the Standing Offer, an adequate reserve level of heating oil in the tank(s) as detailed at Appendix A. The Offeror is responsible for monitoring the heating oil consumption and maintaining the supply level of product in the storage tanks. Degree Day Basis Deliveries will be initiated by one call-up. With the exception of the first call-up for Heating Oil, the supplier must deliver product automatically thereafter without call-up.

The Degree Day basis method of supply is subject to Canada's sole and unfettered discretion to make purchases on that basis. Should Canada notify the Offeror in writing that it no longer requires deliveries made on that basis, the Offeror must cease to make such deliveries as of the effective date indicated in the notification, at no charge to Canada.

##### 1.3 Standby Basis Deliveries

Where the term "Standby" appears at Appendix "A" under the Delivery Method column, it means that the fuel requirement for the corresponding delivery address specified is intended as an alternate to a primary fuel source, such as natural gas or electricity, and will normally only be called-up by the Identified User if/when the primary fuel source becomes unavailable.

##### 1.4 Delivery Into Storage - Required Fill Nozzle

The Offeror is responsible to use the correct nozzle to deliver the fuel. Several requirements listed in Appendix "A" require the use of Cam lock or Special type fill nozzles of various sizes. The Offeror must review the information provided in Appendix "A" under Instructions, to ensure that it has the required nozzles to supply the fuel.

It is suggested that the Offeror confirms with the Identified User, prior to the supply period, that the nozzles specified at Appendix "A" are still the required ones.

### 1.5 Product Standard

The product delivered by the Contractor must conform to the latest issue of the Canadian General Standards Board (CGSB) Standard indicated hereunder, as applicable:

Product	CGSB
a) for Automotive Gasoline	Standard CAN/CGSB-3.5-2011;
b) for Oxygenated Automotive Gasoline Containing Ethanol (E1-E10)	Standard CAN/CGSB-3.511-2011;
c) for Automotive Ethanol Fuel (E50-E85)	Standard CAN/CGSB-3.512-2011;
d) for Denatured Fuel Ethanol for Use in Automotive Spark Ignition Fuels	Standard CAN/CGSB-3.516-2011;
e) for Automotive (On-road) Diesel Fuel	Standard CAN/CGSB 3.517-2013;
f) for Automotive (On-Road) Diesel Fuel containing Low Levels of Biodiesel (B1-B5)	Standard CAN/CGSB-3.520-2011;
g) for Diesel Fuel Containing Biodiesel (B6-B20)	Standard CAN/CGSB-3.522-2011;
h) for Biodiesel (B100) for Blending in Middle Distillate Fuels	Standard CAN/CGSB-3.524-201;
i) for Heating Fuel Oil	Standard CAN/CGSB-3.2-2013.

Unless otherwise specified at Appendix "A", the diesel fuel supplied is to be seasonally adjusted in accordance with the monthly 2,5% low end design temperature criteria.

### 1.6 Offered Product Availability

**1.6.1** If Automotive Gasoline, Grade 1, for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer Oxygenated Automotive Gasoline Containing Ethanol (E1-E10) at any time during the Standing Offer at the same price and using the weekly adjustment Reference Marker of the initial product requirement. The Identified User who made the call-up must be informed in advance of delivery. Canada reserves the right to verify availability through an external source.

**1.6.2** If Oxygenated Automotive Gasoline Containing Ethanol (E1-E10), for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer Automotive Gasoline, Grade 1, at any time during the Standing Offer at the same price and using the weekly adjustment Reference Marker of the initial product requirement. The Identified User who made the call-up must be informed in advance of delivery. Canada reserves the right to verify availability through an external source.

**1.6.3** If Automotive (On-road) Diesel Fuel, for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer Automotive Diesel Fuel Containing Low Levels of Biodiesel (B1-B5) at any time during the Standing Offer at the same price and using the weekly adjustment Reference Marker of the initial product requirement. The Identified User who made the call-up must be informed in advance of delivery. Canada reserves the right to verify availability through an external source.

**1.6.4** If Automotive (On-road) Diesel Fuel Containing Low Levels of Biodiesel (B1-B5), for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer Automotive Diesel Fuel at any time during the Standing Offer at the same price and using the weekly adjustment Reference Marker of the initial product requirement. The Identified User who made the call-up must be informed in advance of delivery. Canada reserves the right to verify availability through an external source.

## **1.7 Winter Delivery Options for Automotive Diesel Fuel (B1-B5) and Automotive Fuel (E50-E85):**

### **1.7.1 Autotomotive Diesel**

For Automotive Diesel Fuel Containing Low levels of Biodiesel (B1-B5) delivery during the cold weather months, approximately October 1 to March 31, the supplier may provide:

Option 1: A year-round provision of Automotive (On-Road) Diesel Fuel Containing Low Levels of Biodiesel (B1-B5) seasonally adjusted.

or

Option 2: Automotive (On-Road) Diesel Fuel Containing Low-Levels of Biodiesel (B1-B5) during the summer months and Automotive (On-Road) Diesel fuel during the winter months.

No preference will be given to one option or the other, both options being equally accepted.

### **1.7.2 Automotive Gasoline**

For Automotive Ethanol Fuel (E85) delivery during the cold weather months, approximately from October 1 to March 31, the Offeror may provide a percentage of ethanol less than 85%, but higher than 65%.

## **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

## 2.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

1st and 5th quarter:	April 1 to June 30;
2nd and 6th quarter:	July 1 to September 30;
3rd and 7th quarter:	October 1 to December 31;
4th and 8th quarter:	January 1 to March 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 the Standing Offer

The period for making call-ups against the Standing Offer is from September 1, 2013 up to and including August 31, 2015.

## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ann Lacelle  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: Logistics, Electrical, Fuel and Transportation Directorate  
 Address: 7A2, Place du Portage, Phase III  
 11 Laurier Street  
 Gatineau, Quebec K1A 0S5  
 Telephone: 819-956-3573  
 Facsimile: 819-956-5227  
 E-mail address: ann.lacelle@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 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: \_\_\_\_\_

### 4.3.1 Offeror's Representative: Storage Tanks Conversion

#### 4.3.1.1 Storage Tanks Conversion to "Ethanol"

Upon request, and at no additional cost, the Offeror shall advise the Identified User, on the appropriate process to follow when converting the content in its bulk storage tank(s) from unleaded gasoline to oxygenated unleaded gasoline containing ethanol. This advice shall include but not necessarily be limited to recommendations related to the cleaning of the bulk storage tank(s) and filtration.

**Point of Contact** including telephone and facsimile numbers, e-mail (if available) and address.

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

Telephone N°: \_\_\_\_\_

Fax N°: \_\_\_\_\_

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

#### 4.3.1.2. Storage Tanks Conversion to "Biodiesel"

Upon request, and at no additional cost, the Offeror shall advise the Identified User, on the appropriate process to follow when converting the content in its bulk storage tank(s) from Automotive (On-road) Diesel Fuel to Automotive (On-Road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5). This advice shall include but not necessarily be limited to recommendations related to the cleaning of the bulk storage tank(s) and filtration.

**Point of Contact** including telephone and facsimile numbers, e-mail (if available) and address.

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

Telephone N°: \_\_\_\_\_

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Amd. No. - N° de la modif.

File No. - N° du dossier

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Buyer ID - Id de l'acheteur

hl636

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

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CCC No./N° CCC - FMS No/ N° VME

Fax N°: \_\_\_\_\_

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

## 5. Identified Users

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

The Standing Offer 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., 1985, c. F-11 upon request to the Standing Offer Authority.

## 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.

### 6.1 Fisheries & Oceans - Supplementary Conditions of Supply

The times of fueling, quantity and type of fuel 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. Since the application of certain taxes is determined on the product end use, the end use must be stated at the time of order.

## 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$1,000,000.00. (Goods and Services Tax or Harmonized Sales Tax included). Individual call-ups against the Standing Offer in excess of \$1,000,000 to a maximum of \$10,000,000 will require formal approval by the Standing Offer Authority.

## 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 (2013/03/21), General Conditions - Goods (Medium Complexity
- e) Appendix A, Requirement;
- f) Appendix B, Basis of Payment;
- g) Appendix C, Consumption Report
- h) the Offeror's offer dated \_\_\_\_\_ (*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 on \_\_\_\_\_" and *insert date(s) of clarification(s) or amendment(s) if applicable*).

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## 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 \_\_\_\_\_.  
(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 Delivery Verification**

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

**1.2 Volume Corrected To 15°C**

When gasoline, heating oil or 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.

When Oxygenated Unleaded Automotive Gasoline containing Ethanol (E85) 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 54C. When a delivery is made through a flow meter, the delivery slip will be provided with the invoice.

**1.3 Delivery Into Storage - Required Fill Nozzle**

The Contractor must deliver the fuel with the proper fill nozzle. Under no circumstances is the Contractor to force the nozzle in the fill nozzle opening or fill the storage tank in any other way than through the fill nozzle opening. The Contractor must immediately contact the Identified user for direction if there are issues with the fill nozzles and also advise the Standing Offer Authority.

**1.4 Overfill Prevention Valves**

Some DND storage tank systems have been fitted with Overfill Prevention Valves (OPV) with positive closing mechanisms (ie. cam locks) at the fill port. The OPV limit the filling of the tanks to 90% capacity to prevent spillage. Cam locks adapters when present at a respective storage tank system, must be used by the Contractor for each delivery in order to provide a positive locking mechanism (i.e. tight fill connection) to the OPV thus reducing the possibility of spills as well as the proper operation of the OPV. Where failure by the Contractor to properly install and use the cam lock adapters results in a fuel tank being overfilled, leading to a spill, the Contractor will be responsible for any and all costs and charges, including clean up, remediation and legal costs, if applicable.

**1.5 Drums**

It is mandatory that drums be new, unless otherwise specified.

Drummed requirements are identified in Appendix "A" .

Returnable drums will be identified by either embossing them with the company name, symbol, crest or hallmark, by a metal nameplate attached to the drum, by stencilling or by some other acceptable means.

Closures on drums shipped must be over sealed with "Tri-sure" or "Rieke" seals.

**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.

*(If no credit card is accepted, this paragraph will be deleted).*

**2.2 SACC Manual Clauses**

SACC Reference	Section	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 (Quality Assurance Code C) (for DND only)	2010/08/16

**3. Term of Contract****3.1 Delivery Date**

Delivery must be made within 48 hours from receipt of a call-up against the Standing Offer unless otherwise specified at Appendix "A", or mutually agreed upon by the Offeror 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**

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 offerors' 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 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 request for standing offers. If no credit card is accepted, this clause will be deleted.)*

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. 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) Identified user and, if applicable, call-up document number;
- c) Delivery Destination (including building numbers where applicable) and identification of Degree Day Basis Delivery requirements;
- 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.
- g) Storage tank system identification number

2. Invoices must be distributed as follows:

- a) The original and two (2) copies must be forwarded to the Identified user representative and forwarded to the invoicing address as set out at Appendix "A".
- b) 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 Supplier 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 Supplier 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.

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

**File Number/  
N° du dossier:** E60HL-4-0020-20-C

Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue
<p><b>Zone:</b> NS221</p> <p>Fuel oil heating type 6. Sulphur limit must not exceed 2.0% on an annual basis. CAN/CGSB-3.2-2011 (latest issue)</p>	<p>Mazout de chauffage type 6. 6. Limite en soufre ne doit pas dépasser 2.0% sur une base annuelle. CAN/CGSB-3.2-2011 (dernière édition)</p>	<p>Tank Wagon (TW)/ Camion Citerne (CC)</p>	<p>DND/FCEO CFAD CHP-BM190 Bedford Halifax Co., NS</p> <p><b>Instructions:</b> Above ground tanks. Type 6 fuel in NS - maximum sulphur content 2.2% by mass./ Réservoirs hors-terre. Mazout type 6 dans NS - le contenu maximum de soufre 2.2% en masse.</p>	<p>Heating/ Chauffage</p>	<p>1 X 115,700</p>	<p>3,000,000 L</p>
		<p>Tank Wagon (TW)/ Camion Citerne (CC)</p>	<p>DND/FCEO CHP Windsor Park WP 62 Halifax, NS</p> <p><b>Instructions:</b> Above ground tanks. Type 6 fuel in NS - maximum sulphur content 2.2% by mass./ Réservoirs hors-terre. Mazout type 6 dans NS - le contenu maximum de soufre 2.2% en masse.</p>	<p>Heating/ Chauffage</p>	<p>1 X 113,638</p>	<p>4,500,000 L</p>
		<p>Tank Wagon (TW)/ Camion Citerne (CC)</p>	<p>DND/FCEO CHP Stadacona S11 Halifax, NS</p> <p><b>Instructions:</b> Above ground tanks. Type 6 fuel in NS - maximum sulphur content 2.2% by mass./ Réservoirs hors-terre. Mazout type 6 dans NS - le contenu maximum de soufre 2.2% en masse.</p>	<p>Heating/ Chauffage</p>	<p>1 X 82,000</p>	<p>5,000,000 L</p>
		<p>Tank Wagon (TW)/ Camion Citerne (CC)</p>	<p>DND/FCEO HMCS Dockyard CHP D62 Halifax, NS</p> <p><b>Instructions:</b> Above ground tanks. Type 6 fuel in NS - maximum sulphur content 2.2% by mass./ Réservoirs hors-terre. Mazout type 6 dans NS - le contenu maximum de soufre 2.2% en masse.</p>	<p>Heating/ Chauffage</p>	<p>1 X 600,490</p>	<p>14,000,000 L</p>





## Appendix B - BASIS OF PAYMENT

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### 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 as specified in Annex "A", DDP Delivered Duty Paid, subject to weekly adjustment using Reference Markers, as detailed at the clause entitled "Basis for Unit Price Adjustment" below.

Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any modifications, unless they have been approved, in writing, by the Contracting Authority before their incorporation.

### UNIT PRICES / TAXES

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 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 work 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.

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

### 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 shall be modified to reflect such substitute on a mutually agreed upon date.

### BASIS FOR UNIT PRICE ADJUSTMENTS

**1- FOR UNLEADED AUTOMOTIVE GASOLINE CONTAINING ETHANOL (E85) REQUIREMENTS**  
**Reference Price - Firm prices as shown in Appendix "A", subject to adjustment on the day of delivery.** The supplier's posted price on the day of delivery, must be used.

**2- FOR HEATING OIL, TYPE 6, REQUIREMENTS**

**Reference Price - Rack price published in the Platt's Oilgram guide - New York Harbour (NYH) as follows:**

Average weekly assessment for the New York Harbour (NYH), Cargo, No. 6, 2.2% for Zones NS221 11/TW and NS331 11/TW. The average weekly assessments will be based on the Monday to Friday week average of the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

**3- FOR ALL OTHER FUEL REQUIREMENTS**

**Reference Price - Rack price published in the "Oil Buyers' Guide (OBG)", as follows:**

Firm unit prices shown at Appendix "A" will be subject to weekly adjustment.

3.1 For Automotive (On-road) Diesel Fuel

Average Published price "Canadian Unbranded Rack Prices", "ULS Diesel"



## Appendix B - BASIS OF PAYMENT

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- 3.2 For Automotive (On-road) Diesel Fuel - Type A  
Average Published price "Canadian Unbranded Rack Prices", "ULS Dsl No.1"
- 3.3 For Automotive Diesel Fuel Containing Low Levels of Biodiesel (B1-B5)  
Average Published price "Canadian Unbranded Rack Prices", "ULS Diesel"
- 3.4 For Automotive (On-Road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B20)  
Average Published price "Canadian Unbranded Rack Prices", "ULS Diesel"
- 3.5 For Automotive Gasoline, Grade 1  
Average Published price "Canadian Unbranded Rack Prices", "Reg Unl"
- 3.6 For Oxygenated Automotive Gasoline Containing Ethanol (E1-E10)
- 3.6.1 For British Columbia, Yukon Territory, Northwest Territories, Alberta, Nova Scotia, Newfoundland and Labrador, New Brunswick, and Prince Edward Island,  
Average Published price "Canadian Unbranded Rack Prices", "Reg Unl"
- 3.6.2 For Saskatchewan, Manitoba, Ontario, and Quebec,  
Average Published price "Canadian Unbranded Rack Prices", "Reg. Ethanol"
- 3.7 For Automotive Gasoline, Grade 2  
Average Published price "Canadian Unbranded Rack Prices", "Mid Unl"
- 3.8 For Automotive Gasoline, Grade 3 and 4  
Average Published price "Canadian Unbranded Rack Prices", "Prem Unl"
- 3.9 For Heating Oil, Type 1  
Average Published price "Canadian Unbranded Rack Prices", for "Stove"
- 3.10 For Heating Oil, Type 2  
Average Published price "Canadian Unbranded Rack Prices", for "Furnace"

### 4- WHEN THE INITIAL PRODUCT IS UNAVAILABLE AND ANOTHER PRODUCT IS OFFERED AS A REPLACEMENT

- 4.1 When Automotive (On-Road) Diesel Fuel is unavailable and Automotive (On-Road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5) is offered as a replacement under part A, section 1.6, the OBG marker of section 3.1 above will be used to determine the price change adjustment.
- 4.2 When Automotive (On-Road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5) is unavailable and Automotive (On-Road) Diesel Fuel is offered as a replacement under part A, section 1.6, the OBG marker of section 3.3 above will be used to determine the price change adjustment.
- 4.3 When Automotive Gasoline is unavailable and Oxygenated Automotive Gasoline Containing Ethanol (E1-E10) is offered as a replacement under part A, section 1.6, the OBG marker of section 3.5 above will be used to determine the price change adjustment.



## Appendix B - BASIS OF PAYMENT

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4.4 When Oxygenated Automotive Gasoline Containing Ethanol (E1-E10) is unavailable and Automotive Gasoline is offered as a replacement under part A, section 1.6, the OBG marker of section 3.6 above will be used to determine the price change adjustment.

### DESIGNATED CENTRES

This is the Centre, from which the reference price shall be selected to calculate the adjustment to the unit prices, within the specified province(s) and territories.

PROVINCE	DESIGNATED CENTRE / CENTRE DÉSIGNÉ
British Columbia	Vancouver
Yukon Territory	Vancouver
Northwest Territories	Edmonton
Alberta	Edmonton
Saskatchewan	Edmonton
Saskatchewan	Regina (For Ethanol Only)
Manitoba	Edmonton
Manitoba	Winnipeg (For Ethanol Only)
Ontario	Toronto
Quebec	Montreal
Nova Scotia	Montreal
New Brunswick	Montreal
Prince Edward Island	Montreal
Newfoundland and Labrador	Montreal



## Appendix B - BASIS OF PAYMENT

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### METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

For requirements that are subject to weekly adjustments, the method of calculation is detailed below.

#### 1- For all requirements, except Heating Oil, Type 6:

##### 1.1 Weekly Price Adjustment Effective Day

After the initial price adjustment, which comes into effect on September 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.1 Adjusted price effective day, under C.1.1 "For all requirements other than automotive ethanol fuel (E85)".*

##### 1.1.1 An adjustment to the unit prices will be calculated as indicated hereunder.

A - Initial Adjustment: the unit price adjustments effective on September 1, 2013 will be equal to the applicable Reference Marker price for the week ending August 30, 2013 minus the applicable Reference Marker price for the week ending on March 22, 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 'A' week value Reference Marker price plus the Offer price.

C - The adjustment to the firm unit prices per litre will be the difference between the Designated Centre's Reference Price appearing in the OBG Volume in effect on those dates shown in columns A and B of the Unit Prices Adjustment Schedule. If no Volume is published on such date, then the Volume published immediately prior to each date shown in columns A and B of the Unit Price Adjustment Schedule below shall apply.

##### 1.2 Unit Price Adjustment Schedule

Unit prices shall only be adjusted on the relevant *Unit Price Adjustment Effective Date* and must 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	March 22, 2013	August 30, 2013	September 1, 2013
2	March 22, 2013	September 6, 2013	As indicated at 1.1 "Weekly Price Adjustment Effective Day"
3	March 22, 2013	September 13, 2013	As indicated at 1.1 "Weekly Price Adjustment Effective Day"
	March 22, 2013	Sequential weekly periods, up to and including August 21, 2015	Sequential weekly periods, as indicated at 1.1 "Weekly Price Adjustment Effective Day", up to and including August 27, 2015

Unit prices effective the week of August 22-28, 2015 shall remain in effect until the end of the supply period.



## Appendix B - BASIS OF PAYMENT

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### 2- For Heating Oil, Type 6 Requirements

#### 2.1 Weekly Price Adjustment Effective Day for Heating Oil, Type 6 - "NYH":

After the initial price adjustment, which comes into effect on September 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.1 Adjusted price effective day, under C.1.1 "For all requirements other than automotive ethanol fuel (E85)".*

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

A - Initial Adjustment: the unit price adjustments effective on September 1, 2013 will be equal to the applicable Reference Marker price for the week ending August 30, 2013 minus the applicable Reference Marker price for the week ending on March 22, 2013 ('A' week value) plus the offer price;

B- Subsequent Weekly Adjustment: the firm unit prices per litre 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.

C- For Reference Marker, "NYH", the average weekly assessment will be:

- converted from U.S. Barrel to U.S. Gallons using 42 as the conversion factor.
- converted from U.S. gallon to litres using 3.785412 as the conversion factor.
- converted from U.S. funds to Canadian funds using the week average of the Bank of Canada official exchange rate for the corresponding week.

The Reference Marker price converted to Canadian dollars per litre will be rounded to four decimal places to the nearest hundredth of a cent per litre (\$0.0001/litre). Not considering any resultant value in the sixth decimal place, the fifth decimal place will be rounded as follows; less than or equal to \$0.00004 rounded down, \$0.00005 - \$0.00009 rounded up.

Example calculation using the " NYH" Marker (Monday to Friday):  
*(All prices indicated are for example purposes only)*

Related "NYH" marker price for week ending September 6, 2013 =\$ 1.871  
Related "NYH" marker price for week ending September 13, 2013 =\$ 1.7886

Conversion factor from US barrel to US gallons = 42  
Conversion factor from US gallons to litres = 3.785412  
Bank of Canada official exchange rate for week ending September 6, 2013 = \$ 1.1190 per U.S.dollar  
Bank of Canada official exchange rate for week ending September 13, 2013 = \$ 1.1209 per U.S.dollar

- a)  $\$1.8713 \div 42 \div 3.785412 \times 1.1190 = \$0.013170$  rounded to \$0.0132
- b)  $\$1.7886 \div 42 \div 3.785412 \times 1.1209 = \$0.012610$  rounded to \$0.0126
- b) minus a) = decrease of \$0.0006



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### 2.2 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 (NYH)			
Unit Price Adjustment	"A" Week ending on	"B" Week ending on	Unit Price Adjustment Effective Date
1	March 22, 2013	August 30, 2013	September 1, 2013
2	August 30, 2013	September 6, 2013	As indicated at 2.1 Weekly Price Adjustment Effective Day for Heating Oil, Type 6 - "NYH"
3	September 6, 2013	September 13, 2013	As indicated at 2.1 Weekly Price Adjustment Effective Day for Heating Oil, Type 6 - "NYH"
	September 13, 2013	Sequential weekly periods, up to and including August 21, 2015	Sequential weekly periods, as indicated at 2.1 Weekly Price Adjustment Effective Day for Heating Oil, Type 6 - "NYH", up to and including August 27, 2015

Unit prices effective the week of August 22-28, 2015 shall remain in effect until the end of the supply period (August 31, 2015).

### 2.3 OBG Per Litre "A" Week Values

For March 22, 2013:

#### 2.3.1 Designated centre: Vancouver, British Columbia

product	value
uls diesel	\$0.8710
uls diesel no. 1	\$0.9160
reg unl	\$0.8080
mid unl	\$0.8440
prem unl	\$0.8585
furnace no. 2	\$0.8710
stove	\$0.9180

#### 2.3.2. Designated centre: Edmonton, Alberta

product	value
uls diesel	\$0.8695
uls diesel no. 1	\$0.8945
reg unl	\$0.7970
mid unl	\$0.8320
prem unl	\$0.8770
furnace no. 2	\$0.8695
stove	\$0.8910



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### 2.3.3 Designated centre: Regina, Saskatchewan

product	value
reg. ethanol	\$0.8130

### 2.3.4. Designated centre: winnipeg, manitoba

product	value
reg. ethanol	\$0.8230

### 2.3.5. Designated centre: Toronto, Ontario

product	value
uls diesel	\$0.8913
uls diesel no. 1	\$0.9283
reg unl	\$0.8290
reg. ethanol	\$0.8290
mid unl	\$0.8690
prem unl	\$0.9090
furnace no. 2	\$0.8863
stove	\$0.9283

### 2.3.6. Designated centre: \*Montreal, Quebec

product	value
uls diesel	\$0.9090
uls diesel no. 1	\$0.9390
reg unl	\$0.8267
reg. ethanol	\$0.8204
mid unl	\$0.8660
prem unl	\$0.9075
furnace no. 2	\$0.8905
stove	\$0.9390

\*To ensure fairness to all Suppliers, the Quebec Green Fund duties and fees AEE will be added to the Ultramar posted price in the amount of:

- A) \$0.0102 for the Montreal OBG Publication for Reg Unl, Mid Unl, and Prem Unl
- B) \$0.0092 for the Montreal OBG Publication for Reg. Ethanol
- C) \$0.0116 for the Montreal OBG Publication for ULS Diesel, and ULSD No.1
- D) \$0.0121 for the Montreal OBG Publication for Furn No. 2
- E) \$0.0116 for the Montreal OBG Publication for Stove

## 2.4 NYH Per Litre "A" Week Values

For week ending March 22, 2013:

Related New York Harbour "NYH" marker price for Heating Oil, Type 6

New York Harbour,  
Cargo, No. 6, 2.2% \$0.6239/L (Canadian \$ per litre)

**APPENDIX / ANNEXE C** Sample/ÉCHANTILLON Consumption Report/ Rapport De Consommation

Zone		Product Code and Delivery Method Code produit et Mode de livraison	Dept Ministère	Location Endroit	Product Name Nom de Produit	Number of call-ups Nombre de commandes	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures
Example: AB101		3/TW	DND	Edmonton	ULS Diesel			
					Sep 1, 2012 - Nov 30, 2012	3	2,000	1,980
					Dec 1, 2012 - Feb 28, 2013	6	4,000	3,850
					Mar 1, 2013 - May 31, 2013	2	1,500	1,360
					Jun 1, 2013 - Aug 31, 2013	5	3,500	3,420
					Total	16	11,000	10,610
ON081		39/TW	CSC	Joyceville Inst.	Regular Unleaded E10			
					Sep 1, 2012 - Nov 30, 2012	5	3,500	3,100
					Dec 1, 2012 - Feb 28, 2013	8	16,000	15,400
					Mar 1, 2013 - May 31, 2013	1	1,500	1,360
					Jun 1, 2013 - Aug 31, 2013	5	4,500	4,100
					Total	19	25,500	23,960

\* Ceci est un exemple seulement et ne commet en rien la Couronne/ This is for example purposes only and does not commit the Crown to anything.

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## **APPENDIX "D"**

### **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.