

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

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

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

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

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

Title - Sujet MARINE FUELS	
Solicitation No. - N° de l'invitation E60HL-130051/H	Date 2014-01-07
Client Reference No. - N° de référence du client E60HL-130051	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-601-64341
File No. - N° de dossier hl601.E60HL-130051	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-03	
Time Zone Fuseau horaire Eastern Standard Time EST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Bobbi MacLeod	Buyer Id - Id de l'acheteur hl601
Telephone No. - N° de téléphone (819)956-3949 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES, AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

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

PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

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

B. RESULTING CONTRACT CLAUSES

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

Solicitation No. - N° de l'invitation

E60HL-130051/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl601

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

E60HL-130051

File No. - N° du dossier

hl601E60HL-130051

CCC No./N° CCC - FMS No/ N° VME

List of Appendices:

Appendix "A" Requirements
Appendix "B" Basis of Payment
Appendix "C" Consumption Report
Appendix "D" DFO - Inspection and Supplementary Conditions of Supply
Appendix "E" DND - Inspection and Supplementary Conditions of Supply
Appendix "F" Environmental Attributes

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

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

2. Summary

2.1 Requirement

To supply marine fuels to various Federal departments across Canada, as detailed at Appendix "A" attached hereto; requirements in accordance with the terms and conditions of the Standing Offer, as and when requested by the Identified Users, during the period of June 1, 2013 up to and including May 31, 2015.

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

2.2 Code of Conduct and Certifications

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.

Solicitation No. - N° de l'invitation

E60HL-130051/H

Amd. No. - N° de la modif.

File No. - N° du dossier

hl601E60HL-130051

Buyer ID - Id de l'acheteur

hl601

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

E60HL-130051

CCC No./N° CCC - FMS No/ N° VME

2.3 Destinations

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

2.4 Trade Agreements

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

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2013-01-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Canadian General Standards Board - Standards

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

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

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

Fax: 819-956-5644

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

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

3. Submission of Offers

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

4. Improvement of Requirement During Solicitation Period

Should Offerors consider that the specifications or Requirement contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least **twenty (20)** days before the RFSO closing date. Canada will have the right to accept or reject any or all suggestions.

5. Enquiries - Request For Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry

Solicitation No. - N° de l'invitation

E60HL-130051/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl601

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60HL-130051

hl601E60HL-130051

relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

6. Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

To assist Canada in reaching its objectives, offerors should:

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

Section I: Technical Offer and Additional Information

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

a. Consolidated Requirements and Zones

The requirements shown at Appendix "A" have been arranged by product type and delivery method within zones (geographical areas). Where there is more than one individual requirement for a particular product type with the same delivery method within a zone, the quantity of each individual requirement has been consolidated into one requirement. In such instances, the Offeror must quote a price per litre applicable to the entire consolidated requirement.

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

Section II: Financial Offer

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

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

a. Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

b. Unit Price

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

c. Unit Price Adjustments

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

II. Price Change Effective Day - Weekly Price Changes:

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

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

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

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

III. Reference Marker Price**a. FOR ALL CONSOLIDATED REQUIREMENTS**

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

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

DESIGNATED CENTRE: Montreal, Quebec *

PRODUCT	VALUE
ULS Diesel	\$0.9500

***To ensure fairness to all suppliers, the Quebec Government Green Fund duties and AEE fees, currently \$0.0116/L, will be added to the OBG posted price for Ultramar for ULS Diesel, Montreal.**

d. Delivery Charges/Cartage Fees

All applicable delivery charges must be included in the firm unit prices except for **NS221 93/LT**.

(i) Delivery Charge/Cartage Fee for NS221 93/LT

The Offeror must quote in the space provided below, a delivery charge/cartage fee per delivery, separately to the unit price offer for fuel for consolidated requirement NS221 93/LT only.

Delivery Charge/Cartage Fee per delivery (in CDN \$)

Solicitation No. - N° de l'invitation

E60HL-130051/H

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl601

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

E60HL-130051

File No. - N° du dossier

hl601E60HL-130051

CCC No./N° CCC - FMS No/ N° VME

NS221 93/LT \$ _____

e. Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES, AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

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

1.1.1 Mandatory Technical Criteria

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

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

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

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

1.2 Financial Evaluation

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

1.2.2 Price Evaluation Method

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

1.2.3 For NS221 93/LT only

The evaluated price for NS221 93/LT will be determined by the unit price for fuel multiplied by the estimated quantity, plus, if applicable, delivery charge/cartage fee per delivery, multiplied by the estimated number of deliveries. For evaluation purposes only, the estimated number of deliveries will be determined by dividing the total estimated quantity for the requirement by the estimated delivery quantity of 75,000 L, and, as required, rounding to the nearest whole number (examples: 2.49 and lower will be rounded to 2, and 2.50 and higher will be rounded to 3).

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

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

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

2. Basis of Selection

Solicitation No. - N° de l'invitation

E60HL-130051/H

Amd. No. - N° de la modif.

File No. - N° du dossier

hl601E60HL-130051

Buyer ID - Id de l'acheteur

hl601

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

E60HL-130051

CCC No./N° CCC - FMS No/ N° VME

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

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

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

1.1 **Code of Conduct and Certifications - Related documentation**

- 1.1.1** By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. **Additional Certifications Precedent to Issuance of a Standing Offer**

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

2.1 Federal Contractors Program - Certification

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

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

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

The Offeror or the member of the joint venture:

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

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

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

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

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

Solicitation No. - N° de l'invitation

E60HL-130051/H

Amd. No. - N° de la modif.

File No. - N° du dossier

hl601E60HL-130051

Buyer ID - Id de l'acheteur

hl601

CCC No./N° CCC - FMS No/ N° VME

E60HL-130051

PART 6 - FINANCIAL REQUIREMENTS

1. Financial Capability

SPECIFIC CLAUSE INCORPORATED BY REFERENCE

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

2. Insurance Requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

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

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

1.1 Consolidation of Standing Offers for Administrative Purposes

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

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

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

Delete: thirty (30) days
Insert: sixty (60) days

2.2 Periodic Usage Reports - Standing Offer

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

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

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

The quarterly reporting periods are defined as follows:

1st and 5th quarter: June 1 to August 31;
2nd and 6th quarter: September 1 to November 30;
3rd and 7th quarter: December 1 to February 28;

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

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

3. Term of Standing Offer

3.1 Period of Standing Offer

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

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

Name: **Johanna Lemieux**
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Logistics, Electrical, Fuel and Transportation Directorate
 Address: 7A2, Portage III
 11 Laurier Street
 Gatineau, Quebec K1A 0S5

Telephone: 819-956-0177
 Facsimile: 819-956-5227
 E-mail address: johanna.lemieux@tpsgc-pwgsc.gc.ca

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

4.2 Call-up Authorities

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

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

4.3 Offeror's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

5. Identified Users

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

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

6. Call-up Procedures

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

7. Call-up Instrument

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

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

9. Priority of Documents

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

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

10. Certifications

10.1 Compliance

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

11. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

1.1 Product Standard

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

1.2 Delivery Verification/Call-Up Instrument

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

1.3 Volume Corrected To 15°C

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

1.4 Inspection and Supplementary Conditions of Supply

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

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

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

1.5 Acceptance

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

1.6 Certified Batch Analysis (CBA)

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

2. Standard Clauses and Conditions

2.1 General Conditions

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

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

2.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

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

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

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

4. Payment**4.1 Basis of Payment**

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

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

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

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

The following credit card is accepted: _____.

The following credit cards are accepted: _____ and _____.

4.4. Advance Payment

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

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

In addition, all invoices must contain the following information:

- a) Standing Offer Serial Number;
- b) Name of Identified User Representative and, if applicable, call-up document number;
- c) Delivery Destination (including building numbers where applicable);

Solicitation No. - N° de l'invitation

E60HL-130051/H

Amd. No. - N° de la modif.

File No. - N° du dossier

hl601E60HL-130051

Buyer ID - Id de l'acheteur

hl601

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

CCC No./N° CCC - FMS No/ N° VME

E60HL-130051

- d) Product Identification, quantity and unit price;
- e) Taxes and/or levies, if applicable, and shown as a separate item. Should the Contractor include any applicable taxes and/or levies in the unit price, the amount of each must be indicated on the invoice;
- f) Name of the vessel, if applicable;
- g) The address where payment is to be sent.

2. Invoices must be distributed as follows:

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

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

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

6. Insurance

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

7. Shipping Instructions - DDP

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

**File Number/
 N° du dossier: E60HL-3-0051-40-H**

Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue
Zone: NS221 Naval distillate fuel (-6°C pour) CGSB 3.11-2010 type 11 Apr 1 - Oct 31 (-18°C pour) type 15 Nov 1 - March 31	Mazout marine (point d'écoulement -6°C) CGSB 3.11-2010 type 11 avr 1 - oct 31 (point d'écoulement -18°C) type 15 nov 1 - mars 31	Lighter/ Allège	Department of National Defence Halifax Halifax Co, NS Instructions: See attached DND Inspection and Supplementary Conditions of Supply./ Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du MDN.	Marine/ Marine	400,000 L	
		Lighter/ Allège	Fisheries & Oceans/Coast Guard Dartmouth, NS Instructions: See attached F&O Inspection and Supplementary Conditions of Supply. / Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.	Marine/ Marine	3,000,000 L	

ZONE NS221 REQUIREMENT NUMBER: 93 / LT : N° DE BESOIN \$ 3,400,000 L

Total Quantity/
Quantité totale
Unit Price/
Prix unitaire



Appendix B - BASIS OF PAYMENT

File No. - N° de
E60HL-3-0051-40-H

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price for each fuel requirement as specified in Appendix "A", subject to adjustment as specified in Section 2 below. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax, Provincial Fuel Tax, and Federal Excise Tax are extra, if applicable.

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

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

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

2. UNIT PRICE ADJUSTMENTS

2.1 BASIS FOR UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS

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

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

For product requirements located in Quebec, New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador, the Designated Centre is: **Montreal**.

2.1.1 METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS

Weekly Price Change Effective Day:

After the initial price adjustment, which comes into effect on the date of issuance of standing offer, all subsequent price adjustments will come into effect at **12:01 AM on _____ of each week.**

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

a) Initial Adjustment: the unit price effective on the date of issuance of standing offer will be equal to the applicable Reference Marker price for the week ending on the Friday prior to issuance of standing offer minus the applicable Reference Marker price for the week ending on January 25, 2013 ("A" week value) plus the offer price;

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

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

UNIT PRICE ADJUSTMENT SCHEDULE



Marine Fuels

Appendix B - BASIS OF PAYMENT

File No. - N° de
E60HL-3-0051-40-H

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

UNIT PRICE ADJUSTMENT SCHEDULE (OBG)			
Unit Price Adjustment	“A” Week ending on	“B” Week ending on	Unit Price Adjustment Effective Date
1	January 25, 2013	Friday prior to issuance of Standing Offer	Date of issuance of Standing Offer
2	January 25, 2013	Sequential weekly periods, up to and including May 22, 2015	Sequential weekly periods, as indicated at “Method of Calculating Unit Price Adjustments”, up to and including May 23, 2015**.

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

3. REVISION OF REFERENCE MARKER

In the event:

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

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



Marine Fuels

Appendix D

Department of Fisheries and Oceans - Inspection and Supplementary Conditions of Supply

File No. - N° de
référence

E60HL-3-0051-40-H

1. The times of fueling, quantity and type of fuel required will be relayed to the Contractor by Fisheries and 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 either on form PWGSC-TPSGC 942 or on another appropriate document. Since the application of certain taxes is determined on the product end use, the end use must be stated at the time of call-up.
2. The Contractor must provide bunkering services during buoy recovery, ice-breaking and search and rescue operation periods which may result in necessitating unpredictable fuel requirements within 4 hours of call-up.
3. **Sulphur Content**
The maximum limit on sulphur in naval distillate fuel is specified as 15 mg/kg, in accordance with the Sulphur in Diesel Regulations.



Marine Fuels

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

File No. - N° de
référence

E60HL-3-0051-40-H

1. **WARNING FOR INSPECTION**

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

1.B FOR REQUIREMENT ITEMS (NS221 93/PI) AND (NS221 93/LT)

Filter Plugging Tendency (FPT)

A Contractor guarantee that the fuel will have a maximum Filter Plugging Tendency (FPT) of 1.56, or a final volume filtered of 250ml minimum when tested in accordance with the standard test method ASTM D2068 is NOT a prerequisite to having its offer accepted. However, DND may require fuel that can pass this test. Consequently, DND may request a fuel sample from the supplier at least 24 hours prior to making a call-up. DND shall be responsible for performing this test. Should the test result reveal that the fuel does not meet the FPT limits that DND requires, DND may opt not to proceed with making a call-up, at that time.

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

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

3. **FOR REQUIREMENT ITEM (NS221 93/LT)**

(a) The Contractor must provide 24 hours a day, 7 day week service including holidays.

(b) Notwithstanding the need for the Contractor to have the capability to deliver the fuel within 24 hrs from time of a call-up, in the event of an emergency invoked by the Department of National Defence, the Contractor will endeavor to supply the fuel sooner.

4. **FOR REQUIREMENT ITEMS (NS221 93/LT)**

4.A REQUIREMENT ITEM (NS221 93/LT)

The minimum pumping capacity for fuel delivered by lighter or barge is 120,000 litres per hour.

5. **FOR REQUIREMENT ITEMS (NS221 93/LT)**

"CGSB-3.11-2010, Naval Distillate Fuel" options 8.1.c and 8.1.d shall apply.

6. **Sulphur Content**

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

APPENDIX "F" **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.