

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet MARINE FUELS		
Solicitation No. - N° de l'invitation E60HL-130051/I		Date 2014-06-23
Client Reference No. - N° de référence du client E60HL-130051		
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-601-65292		
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 2014-08-05		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Lemieux, Johanna		Buyer Id - Id de l'acheteur hl601
Telephone No. - N° de téléphone (819) 956-0177 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>		

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

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

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
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	

Solicitation No. - N° de l'invitation

E60HL-130051/I

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and 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 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 Payment; Appendix "C", Consumption Report; Appendix "D", DFO-Inspection and Supplementary Conditions of Supply; Appendix "E", the Federal Contractors Program for Employment Equity – Certification and Appendix "F", Environmental Attributes.

2. Summary

2.1 Requirements

To supply Marine Fuel to various Federal departments across Canada as detailed at Appendix "A" attached hereto; as and when requested by the Identified User, from the date of issuance of the Standing Offer up to and including May 31, 2015.

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

2.2 Integrity Provisions- Offer

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

2.3 Federal Contractor's Program (FCP)

There is a Federal Contractor's Program (FCP) for employment equity requirement associated with this procurement; see Part 5-Certifications, part 7A-Standing Offer, and Part 7B-Resulting Contract Clauses and the appendix named Federal Contractors Program for Employment Equity- Certification"

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), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement and the Agreement on Internal Trade (AIT).

2.5 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

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.

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) (<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 (2014-03-01) 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: (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 Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

4. Improvement of Requirement during Solicitation Period

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

5. Enquiries - Request for Standing Offers

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

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 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) (<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. 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. In such instances, the Offeror must quote a price per litre applicable to the entire consolidated requirement.

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

B. Alternate Products

Offerors may propose alternate products for the consolidated requirements identified in Appendix "A".

For "Diesel Fuel, – type B except minimum flash point of 60°C, CAN/CGSB-3.517-2013" as stated in Appendix "A", Canada, at its discretion may consider one of the following alternate products:

Alternate Product 1
Diesel Fuel, Type B

Alternate Product 2
ULS Diesel Fuel, Type B

MARINE FUELS
FILE NUMBER: E60HL-3-0051-40-I

CAN/CGSB-3.517-2013 with a flash point
of less than 60°C

CAN/CGSB-3.520-2011
Containing Low Levels of Biodiesel Esters
(B1-B5)

If Canada receives a responsive offer for CAN/CGSB 3.517 Diesel Fuel Type B except minimum flash of 60°C then any offers for the alternate products will not be considered. Alternate product 2 will only be considered if no offers are received for alternate product 1 or the requested product.

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with appendix "A" and appendix "B", Basis of Payment. The total amount of applicable taxes must be shown separately.

Offerors must 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

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 prices.

c. Unit Price Adjustments

I. Firm unit prices per litre 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 the date of issuance of the Standing Offer, all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

The Offeror must select the day of the week on which their weekly price change comes into effect.

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

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. 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

Offers must contain all the technical information requested in the Request for Standing Offer to enable a full and complete evaluation.

1.1.1 Mandatory Technical Criteria

The following MANDATORY factors will be taken into consideration in the evaluation of each offer:

The Offerors must complete the Certification of Conformance in Part 5 – Certifications

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

1.1.2 Alternate Products

As stated in Part 3, for **“Diesel Fuel,– type B except minimum flash point of 60 C, CAN/CGSB-3.517-2013”**, as stated in Appendix “A”, Canada, at its sole discretion may consider one of the following alternate products:

Alternate Product 1
Diesel Fuel, Type B
CAN/CGSB-3.517-2013 with a
flash point of less than 60 C

Alternate Product 2
ULS Diesel Fuel, Type B
CAN/CGSB-3.520-2011
Containing Low Levels of Biodiesel Esters
(B1-B5)

If Canada receives a responsive offer for CAN/CGSB 3.517 Diesel Fuel Type B except minimum flash of 60°C then any offers for the alternate products will not be considered.

* If required, only the offer for alternate product 1 with the highest flash point will be qualified.

Alternate Product 2 will only be considered if no responsive offer is received for alternate product 1 or the requested product.

1.2 Financial Evaluation

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".

1.2.1 The following MANDATORY financial criteria for the evaluation of each offer is:

The Offerors must complete in full Appendix “B” in accordance with the Basis of Payment. Offers not meeting this mandatory financial criterion will be declared non-responsive.

1.2.2 Evaluated Price The 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. Each consolidated requirement will be issued to one supplier only.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer. The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml available from [Employment and Social Development Canada-Labour's website](#).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed appendix [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed appendix [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

2. Certification of Conformance

The Offeror certifies herein that the products offered conform and will continue to conform to the specifications in appendix "A" Requirements during the period of the Standing Offer.

Signature

Date

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

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

2. Insurance Requirements

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

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 any Comprehensive Land Claim 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. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under section 6 - Withdrawal - of 2005 referenced above is amended as follows:

Delete: thirty (30) days

Insert: sixty (60) days

3.2 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 "C". 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;

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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.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer up to and including May 31, 2015.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority 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

OR

Name: **Shaloo Sobti**
Title: Intern Officer
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: 819-956-2615
Facsimile: 819-956-5227
E-mail address: shaloo.sobti@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.

5.2 Call-up Authorities

The Call-up Authorities for the Standing Offer is 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.

5.3 Offeror's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

6. 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.

7. Call-up Procedures

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

8. Call-up Instrument

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

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000,000.00 (Applicable Taxes included). Individual call-ups against the Standing Offer in excess of \$10,000,000.00 will require formal approval by the Standing Offer Authority.

10. 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 es;
- b) The articles of the Standing Offer;
- c) The general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) The general conditions 2010A (2014-03-01), General Conditions - Goods (Medium Complexity)
- e) Appendix "A", Requirement;
- f) Appendix "B", Basis of Payment;
- g) Appendix "D", DFO Inspection and Supplementary Conditions of Supply;
- h) Appendix "C", Consumption Report
- i) The Offeror's offer dated _____.

11. Certifications

11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

11.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

12. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

2.1 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 as shown at Appendix "A".

1.2 Delivery Verification

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

1.3 Volume Corrected To 15°C

When 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.

1.5 Acceptance

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

1.6 Certificate of Analysis (CoA)

Upon request and at time of call-up, a copy of the 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 (2014-03-01), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 15 & 16, Payment Period & Interest on Overdue Accounts of 2010A will not apply to payments made by credit cards.

2.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

3. Term of Contract

3.1 Delivery Date

Delivery must be made within 24 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

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

4.3 Payment in Advance of Due Date

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

4.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

In addition, all invoices must contain the following information:

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

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User Representative. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip.

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

6. Insurance

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

7. Shipping Instructions - DDP

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

8. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

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

File Number/ N° du dossier: E60HL-3-0051-40-1		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: NS011		Diesel fuel-type B, except minimum flash point of 60°C, CAN/CGSB-3.517-2013	Carburant diesel - type B avec point d'éclair doit être au minimum 60°C, CAN/CGSB-3.517-2013	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans/Coast Guard Into Vessel Cheticamp, NS	Marine/ Marine	400,000 L	
		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.						
		Zone: NS011						
		REQUIREMENT NUMBER: 48 / TW :N° DE BESOIN						400,000 L \$
Zone: NB011		Diesel fuel-type B, except minimum flash point of 60°C, CAN/CGSB-3.517-2013	Carburant diesel - type B avec point d'éclair doit être au minimum 60°C, CAN/CGSB-3.517-2013	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans/Coast Guard Into Vessel Shediac, NB	Marine/ Marine	100,000 L	
		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.						
		Zone: NB011						
		REQUIREMENT NUMBER: 48 / TW :N° DE BESOIN						100,000 L \$
Zone: NB231		Diesel fuel-type B, except minimum flash point of 60°C, CAN/CGSB-3.517-2013	Carburant diesel - type B avec point d'éclair doit être au minimum 60°C, CAN/CGSB-3.517-2013	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans/Coast Guard Into Vessel Shippagan, NB	Marine/ Marine	200,000 L	
		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.						
		Zone: NB231						
		REQUIREMENT NUMBER: 48 / TW :N° DE BESOIN						200,000 L \$

Appendix B - BASIS OF PAYMENT

1. 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**.

For product requirements located in Ontario, the Designated Centre is: **Toronto**.

For product requirements located in Manitoba and Prince Rupert, British Columbia (Zone BC511), the Designated Centre is: **Edmonton**.

For product requirements located in British Columbia, except Prince Rupert, British Columbia (Zone BC511), the Designated Centre is: **Vancouver**.

2.1.1 METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS

Weekly Price Change Effective Day:

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

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

a) Initial Adjustment: the unit price effective on the date of issuance of the Standing Offer will be equal to the applicable Reference Marker price for the week ending Friday prior to the date of issuance of the

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

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	Week ending Friday prior to the date of issuance of the Standing Offer	Date of Issuance of the 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.

Appendix D: Department of Fisheries and Oceans - Inspection and Supplementary Conditions of Supply

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.

**APPENDIX "E" FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION**

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

☐ A1. The Offeror certifies having no work force in Canada.

☐ A2. The Offeror certifies being a public sector employer.

☐ A3. The Offeror certifies being a **federally regulated employer** being subject to the [Employment Equity Act](#).

☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

☐ A5.1. The Offeror certifies already having a valid and current **Agreement to Implement Employment Equity** (AIEE) in place with ESDC-Labour.

OR

☐ A5.2. The Offeror certifies having submitted the **Agreement to Implement Employment Equity** (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

☐ B1. The Offeror is not a Joint Venture.

OR

☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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 fuel spills and pollution.
- d. Provide details of any arrangement with a certified emergency response organization.
- e. Provide details of your policies and practices in relation to re-use strategies (i.e. drums).
- f. Provide details of your policies and practices in relation to recycling in general.

If your firm has a corporate environmental policy, you are requested to submit a copy of this policy either on corporate letterhead, as corporate documentation or provide your firms' website 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.