

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 NMSO-DIESEL, AUTO, HEATING FUELS		Date 2014-08-21	
Solicitation No. - N° de l'invitation E60HL-140020/K		GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-636-65572	
Client Reference No. - N° de référence du client E60HL-140020		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
File No. - N° de dossier hl636.E60HL-140020	CCC No./N° CCC - FMS No./N° VME		
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-10-01			
Delivery Required - Livraison exigée See Herein			
Address Enquiries to: - Adresser toutes questions à: Lacelle, Ann		Buyer Id - Id de l'acheteur hl636	
Telephone No. - N° de téléphone (819)956-3573 ()		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 Offers
6. Applicable Laws
7. Environmental Regulations

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. Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - FINANCIAL AND INSURANCE 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
12. Environmental regulations (storage tanks)

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment

Solicitation No. - N° de l'invitation

E60HL-140020/K

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl636

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60HL-140020

hl636E60HL-140020

-
5. Invoicing Instructions
 6. Insurance
 7. SACC Manual Clauses
 8. Shipping Instructions - DDP

List of Appendices:

- Appendix A - Main Requirements
- Appendix B - Basis of Payment
- Appendix C - Consumption Report
- Appendix D - Environmental Attributes

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

2. Summary

2.1 Requirements

To supply Automotive Diesel Fuel to various Federal departments across Canada as detailed at Appendices "A" attached hereto when required by the Identified User, during the period of October 1, 2014 up to and including August 31, 2015.

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

2.2 Integrity Provisions

Offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.

2.3 Trade Agreements

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

2.4 Delivery Requirements

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

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (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: one hundred fifty (150) days

2. Canadian General Standards Board - Standards

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

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

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

Fax: 819-956-5644

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

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 with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

6. Applicable Laws

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

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

7. Environmental Regulations

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

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I:	Technical Offer	(1 hard copy)
Section II:	Financial Offer	(1 hard copy)
Section III:	Certifications	(1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

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

. To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content;
and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

A. Product Availability

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

B. Consolidated Requirement and Zones

The requirements shown at Appendix "A" have been arranged by product type and delivery method within zones (geographical areas). Where there is more than one individual requirement for a particular product type with the same delivery method within a zone, the quantity of each individual requirement has been consolidated into one requirement.

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

B.1. Delivery - Pick-up Method (for DND only)

The Department of National Defence (DND) will pick-up fuel at the supplier's location, typically a bulk site, terminal or refinery, using DND's equipment. Prior to commencement of the Standing Offer, the supplier is expected to work with the local base personnel to assist in a smooth transition, particularly in regard to driver qualification requirements. DND expects the supplier to provide assistance towards DND personnel in obtaining the Canadian Petroleum Products Institute (CPPI) certification for a particular bulk-loading site.

Unless otherwise specified at Appendix "A", for DND pick-up requirements, the road distance, navigable by fuel truck, must be no greater than **100 km** from the Base to a Supplier's location.

The Bidder must specify either with their offer or upon request the road distance (in kilometers), navigable by fuel truck to the applicable Base:

	Requirement:	Road Distance to Base
1)	ON021 4/PU	_____ km
2)	NS221 4/PU	_____ km

C. Delivery into storage - required fill nozzle

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

Section II: Financial Offer

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

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

A. Unit price

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

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

B. Exchange Rate Fluctuation

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

C. Unit Price Adjustments

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

C.1 Adjusted price effective day

C.1.1 For all requirements

After the initial price change, which comes into effect on October 1, 2014, all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

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

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

In the event that the offerer 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.

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

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

1.1.1 Mandatory Technical Criteria

Technical compliance in accordance with Appendix "A";

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

1.2 Financial Evaluation

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

1.2.1 Mandatory Financial Criteria

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

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

1.2.2 Evaluated price

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

2. Basis of Selection

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

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

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and 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 (2014/03/01). 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_equality/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.

Solicitation No. - N° de l'invitation

E60HL-140020/K

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl636

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

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CCC No./N° CCC - FMS No/ N° VME

E60HL-140020

hl636E60HL-140020

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

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

2. Insurance Requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

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

This Standing Offer may be used for destinations across Canada, including Comprehensive Land Claims Settlement Areas located in Yukon, Northwest Territories, Quebec and Labrador.

1.1 Consolidation of Standing Offers for Administrative Purposes

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

1.2 Delivery Into Storage - Required Fill Nozzle

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

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

1.3 Product Standard

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

Product

CGSB

a) for Automotive (On-road) Diesel Fuel
3.517-2013;

Standard

CAN/CGSB

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

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 (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

2.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from October 1, 2014 up to and including August 31, 2015.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

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

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

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

4.3 Offeror's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

5. Identified Users

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

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

6. Call-up Instrument

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

7. Limitation of Call-ups

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

8. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (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 C, Consumption Report

- h) the Offeror's offer dated _____ (*insert date of offer*),
 (if the offer was clarified or amended, insert at the time of issuance of the offer: "
 as clarified on _____" **or**
 "as amended on _____" and *insert date(s) of clarification(s) or amendment(s) if applicable*).

9. Certifications

9.1 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.

9.2 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

10. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

1.1 Delivery Verification

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

1.2 Volume Corrected To 15°C

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

1.3 Delivery Into Storage - Required Fill Nozzle

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

1.4 Certificate of Analysis (CoA)

Upon request and at time of call-up, a copy of the certificate of analysis must be provided to the Identified User Representative at the delivery point.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (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 (2014/03/01) will not apply to payments made by credit cards.

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

2.2 SACC Manual Clauses

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

3. Term of Contract

3.1 Delivery Date

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

4. Payment

4.1 Basis of Payment

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

4.2 SACC Manual Clauses

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

4.3 Payment in advance of due date

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

4.4 Payment by Credit Card *(The standing offer authority must complete one of the clauses if the offeror has accepted payment by credit card(s) {Visa, Master Card} as specified by the offeror under Part 3 of the request for standing offers. If no credit card is accepted, this clause will be deleted.)*

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

In addition, all invoices must contain the following information:

- a) Standing Offer Serial Number;
- b) Identified user and, if applicable, call-up document number;
- c) Delivery Destination (including building numbers where applicable) and identification of Degree Day Basis Delivery requirements;
- d) Product Identification, quantity and price per litre;
- e) Taxes and/or levies, if applicable, and shown as a separate item. Should the supplier include any applicable taxes and or levies in the unit price, the amount of each must be indicated on the invoice; and
- f) The address where payment is to be sent.
- g) Storage tank system identification number

2. Invoices must be distributed as follows:

- a) The original and two (2) copies must be forwarded to the Identified user representative and forwarded to the invoicing address as set out at Appendix "A".
- b) Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the Identified User representative. It is the responsibility of the Supplier to ensure that all information is legible on the delivery slip. Should the above information be incomplete, the invoice will not be paid until such time that the Supplier provides the required details.

6. Insurance

Solicitation No. - N° de l'invitation

E60HL-140020/K

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl636

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60HL-140020

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

7. Shipping Instructions - DDP

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

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

File Number/ N° du dossier: E60HL-4-0020-20-K						
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						
ULS diesel fuel ultra low sulphur type A temperature operability cloud point -34°C	UFTS carburant diesel à ultra faible teneur en soufre type A rendement à basse température point de trouble -34°C	Pick Up/ Ramassage	DND, 12 Wing Shearwater Flog Supply Group, Bldg 30 240 Bonaventure Ave Dartmouth, NS B0J 3A0	On Highway Vehicles/ Véhicules Sur Route		20,000 L
			Instructions: DND will pick-up fuel from supplier with DND equipment. 4 inch camlock./ MDN ramassage carburant du fournisseur de l'équipement du MDN. 4 pouce camlock			
			REQUIREMENT NUMBER: 4 / PU		:N° DE BESOIN	
			ZONE NS221		20,000 L	
					\$	
Zone: ON021						
ULS diesel fuel ultra low sulphur type A temperature operability cloud point -34°C	UFTS carburant diesel à ultra faible teneur en soufre type A rendement à basse température point de trouble -34°C	Pick Up/ Ramassage	DND 8355 Franktown Rd. Richmond, ON K0A 2Z0	On Highway Vehicles/ Véhicules Sur Route		40,000 L
			Instructions: DND will pick-up fuel from supplier with DND equipment. 4" camlock./ MDN ramassage carburant du fournisseur de l'équipement du MDN. 4 pouce camlock			
			REQUIREMENT NUMBER: 4 / PU		:N° DE BESOIN	
			ZONE ON021		40,000 L	
					\$	
			Total Quantity/ Quantité totale		Unit Price/ Prix unitaire	



Appendix B – Basis of Payment

File No. E60HI-4-0020-20-K

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex "A", DDP Delivered Duty Paid, subject to weekly adjustment using Reference Markers, as detailed at the clause entitled "Basis for Unit Price Adjustment" below.

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

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

UNIT PRICES / TAXES

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

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

REVISION OF REFERENCE MARKER

In the event:

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

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

BASIS FOR UNIT PRICE ADJUSTMENTS

FOR ALL OTHER FUEL REQUIREMENTS

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

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

1. For Automotive (On-road) Diesel Fuel - Type A
Average Published price "Canadian Unbranded Rack Prices", "ULS Dsl No.1"



Appendix B – Basis of Payment

File No. E60HI-4-0020-20-K

DESIGNATED CENTRES

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

PROVINCE	DESIGNATED CENTRE / CENTRE DÉSIGNÉ
Ontario	Toronto
Nova Scotia	Montreal

METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

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

1. For all requirements,

1.1 Weekly Price Adjustment Effective Day

After the initial price adjustment, which comes into effect on October 1, 2014, all subsequent price adjustments will come into effect at 12:01 AM on _____ of each week. *(Standing Offer Authority will indicate the day of the week as selected by the offeror in Part 3, Section II, C.1 Adjusted price effective day, under C.1.1 "For all requirements".*

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

A - Initial Adjustment: the unit price adjustments effective on Oct 1, 2014 will be equal to the applicable Reference Marker price for the week ending Sept 26, 2014 minus the applicable Reference Marker price for the week ending on March 22, 2013 ('A' week value) plus the offer price;

B - Subsequent Weekly Adjustments: the unit price effective on day of the week identified above for every subsequent week will be equal to the Reference Marker price for the previous week minus the 'A' week value Reference Marker price plus the Offer price.

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



Appendix B – Basis of Payment

File No. E60HI-4-0020-20-K

1.2 Unit Price Adjustment Schedule

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

UNIT PRICE ADJUSTMENT SCHEDULE (OBG)			
Unit Price Adjustment	"A" Week ending on	"B" Week ending on	Unit Price Adjustment Effective Date
1	March 22, 2013	September 26, 2014	October 1, 2014
2	March 22, 2013	October 3, 2014	As indicated at 1.1 "Weekly Price Adjustment Effective Day"
3	March 22, 2013	October 10, 2014	As indicated at 1.1 "Weekly Price Adjustment Effective Day"
	March 22, 2013	Sequential weekly periods, up to and including August 21, 2015	Sequential weekly periods, as indicated at 1.1 "Weekly Price Adjustment Effective Day", up to and including August 27, 2015

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

1.3 OBG Per Litre "A" Week Values

For March 22, 2013:

1.3.1. Designated centre: Toronto, Ontario

product	value
uls diesel no. 1	\$0.9283

1.3.2. Designated centre: *Montreal, Quebec

product	value
uls diesel no. 1	\$0.9390

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

A) \$0.0116 for the Montreal OBG Publication for uls diesel no. 1

APPENDIX/ANNEXE C

Sample/ÉCHANTILLON Consumption Report/ Rapport De Consommation

PWGSC FILE NO: E60HL-4-0020/000/A				Standing Offer / Offre à commande: E60HL-4-0020/01			
Supplier Name / Fournisseur: Fuel Company Inc.							
Zone	Product Code and Delivery Method Code produit et Mode de livraison	Dept Ministère	Location Endroit	Product Name Nom de Produit	Number of call-ins Nombre de commandes	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures
Example: AB101	3/TW	DND	Edmonton	ULS Diesel			
				Sep 1, 2012 - Nov 30, 2012	3	2,000	1,980
				Dec 1, 2012 - Feb 28, 2013	6	4,000	3,850
				Mar 1, 2013 - May 31, 2013	2	1,500	1,360
				Jun 1, 2013 - Aug 31, 2013	5	3,500	3,420
				Total	16	11,000	10,610
ON081	39/TW	CSC	Joyceville Inst.	Regular Unleaded E10			
				Sep 1, 2012 - Nov 30, 2012	5	3,500	3,100
				Dec 1, 2012 - Feb 28, 2013	8	16,000	15,400
				Mar 1, 2013 - May 31, 2013	1	1,500	1,360
				Jun 1, 2013 - Aug 31, 2013	5	4,500	4,100
				Total	19	25,500	23,960

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



Appendix D – Environmental Attributes

File No. E60HI-4-0020-20-K

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.