

RETURN BIDS TO:

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Bid Receiving - PWGSC / Réception des soumissions
- TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet MARINE FUELS	
Solicitation No. - N° de l'invitation E60HL-150051/A	Date 2015-02-03
Client Reference No. - N° de référence du client E60HL-150051	Amendment No. - N° modif. 001
File No. - N° de dossier hl601.E60HL-150051	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-601-66680	
Date of Original Request for Standing Offer 2015-01-30	
Date de la demande de l'offre à commandes originale	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-18	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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 () -
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Amendment 001 to Request for Standing Offer (RFSO) E60HL-150051/A which closes on March 18, 2015 at 2:00 p.m. is raised to:

1. **INSERT** the Terms and Conditions to the Request for Standing Offer as per attached.
2. At **Appendix H - Requirements subject to CLCAs** to the Request for Standing Offer,
DELETE Appendix H in its entirety, and
INSERT revised Appendix H as per attached.

All other terms and conditions of the Request for Standing Offers remain unchanged.

Marine Fuels

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | 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 Payment, Appendix "C" Consumption Report, Appendix "D" DFO Inspection and Supplementary Conditions of Supply, Appendix "E" DND Inspection and Supplementary Conditions of Supply, Appendix "F", Federal Contractors Program for Employment Equity – Certification, Appendix "G" General Environmental Criteria, and Appendix "H", Requirements subject to CLCAs.

1.2 Summary

1.2.1 Requirements

To supply marine fuels to various Federal departments across Canada, as detailed at Appendices "A" and "H" attached hereto; as and when requested by the Identified User, during the period of June 1, 2015 up to and including May 31, 2017.

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

1.2.2 Integrity Provisions - Offer

As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

1.2.3 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).

1.2.4 Delivery Requirements

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

1.2.5 Comprehensive Land Claims Agreements

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

- For deliveries to * Nain, Makkovik and Hopedale, Newfoundland and Labrador, the Labrador Inuit Land Claims Agreement
- For deliveries to * Norman Wells, NT, the Sahtu Dene and Metis Comprehensive Land Claim Agreement.
- For deliveries to * Inuvik, NT, the Inuvialuit Final Agreement and the Gwich'in Comprehensive Land Claim Agreement.

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

Requirements subject to Comprehensive Land Claims are shown at Appendix "H".

1.2.6 Federal Contractors Program

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the appendix titled Federal Contractors Program for Employment Equity - Certification.

1.3 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

2.1 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 (2014-09-25) 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: Three hundred and sixty five (365) days

2.2 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>

2.3 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.

2.4 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.

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2.5 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

3.1 Offer Preparation Instructions

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 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 Appendices "A" and "H" 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

i) For “**Naval Distillate Fuel CGSB-3.11-2010**” in **Zones BC381, BC331, BC221, BC251, BC301, BC442, BC441 and BC511** as stated in Appendix “A”, Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate products:

Alternate Product 1

ULS Diesel Fuel, Type B
CAN/CGSB-3.517-2013
except minimum
flash point of 60°C

Alternate Product 2

ULS Diesel Fuel, Type B
CAN/CGSB-3.520-2011
Containing Low Levels of Biodiesel Esters (B1-B5)
except minimum flash point of 60°C

Note: For BC221 48/TWS and BC251 71/BG, no alternate products will be accepted.

ii) For “**Naval Distillate Fuel CGSB-3.11-2010**” in Zones **PQ351, PQ501, PQ315, PQ175** and **PQ051** as stated in Appendix “A”, Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate products:

Alternate Product 1

Marine Diesel
ISO.8217:2012, DMA

Alternate Product 2

ULS Diesel Fuel, Type B
CAN/CGSB-3.517-2013
except minimum flash point of 60°C

iii) For “**Naval Distillate Fuel CGSB-3.11-2010**” in Zone **ON441** as stated in Appendix “A”, Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate product:

Alternate Product 1

Marine Diesel
ISO.8217:2012, DMB

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”, Appendix “H” 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. Unit price

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

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 shown at Appendices “A” and “H” will be subject to weekly upward or downward adjustments as detailed at Appendix “B”, Basis of Payment.

For requirement BC331 71/PI in Ucluelet, British Columbia

The offeror must select only one of the following Price Adjustment Methods in its offer. Offerors must indicate their choice by inserting an X in the space provided below.

Preference 1: Oil Buyer's Guide (OBG), ULS Diesel, Vancouver Average _____
Preference 2: Supplier's posted price at time of delivery, minus any applicable discount _____

Price Adjustment Method with order of Preference 2 will only be considered if no offer is received for the requested Price Adjustment Method with order of Preference 1.

I. Adjusted Price Effective Day:

After the initial price change, which comes into effect on June 1, 2015, all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

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

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

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

D. Reference Marker Price

a. FOR ALL CONSOLIDATED REQUIREMENTS

In their offer, the Offeror must quote their unit price per litre using the following Reference Marker price for **January 23, 2015**, expressed in Canadian dollars per litre:

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

DESIGNATED CENTRE: Vancouver, British Columbia

PRODUCT	VALUE
ULS Diesel	\$0.6350

DESIGNATED CENTRE: Edmonton, Alberta

PRODUCT	VALUE
ULS Diesel	\$0.6780
ULS Diesel No. 1	\$0.7030

DESIGNATED CENTRE: Toronto, Ontario

PRODUCT	VALUE
ULS Diesel	\$0.6383

DESIGNATED CENTRE: Montreal, Quebec

PRODUCT	VALUE
ULS Diesel	\$0.6990

E. Delivery Charges/Cartage Fees

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

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

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

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

NS221 93/LT \$ _____

(ii) Delivery Charge/Cartage Fee for Quebec Zones PQ501, PQ315, PQ351, PQ131, PQ181, PQ071, PQ031 and PQ541 Only

For the above Quebec Zones Only, the following working hours are included in the firm unit prices.

Transportation unit: one (1) hour at loading (refinery) and one (1) hour at unloading;

Pumping unit: (1) hour for installation and (1) hour for unloading;

Any additional hours if due to client will be charged at:

Transportation unit: \$ _____ per hour, plus applicable taxes.

Pumping unit: \$ _____ per hour, plus applicable taxes.

3.1.1 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.

Section IV: Additional Information

The Offeror must complete Appendix “G” by inserting a checkmark next to every criterion

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that are met. Offerors are required to complete and submit Appendix “G” with their offer. As this is a new procedure, Canada reserves the right to request Appendix “G” after the solicitation closing date. The Contracting Authority will inform the Offeror of a time frame within which to provide it. Failure to provide Appendix “G” within the required time frame will render the offer non-responsive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1. Technical Evaluation

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

4.1.1.1 Mandatory Technical Criteria

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

- a) Technical compliance (in accordance with appendices “A”, “D”, “E” and “H”)
- b) Completion of the Certificate of Conformance in Part 5
- c) Compliance with a minimum of four of the seven environmental criteria listed at Appendix “G”

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

4.1.1.2 Alternate Products

i) As stated in Part 3, for “**Naval Distillate Fuel CGSB-3.11-2010**” in Zones **BC381, BC331, BC221, BC251, BC301, BC442, BC441** and **BC511** as indicated in Appendix “A”, Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate products:

Alternate Product 1

ULS Diesel Fuel, Type B
CAN/CGSB-3.517-2013
except minimum flash point of 60°C*

Alternate Product 2

ULS Diesel Fuel, Type B
CAN/CGSB-3.520-2011
Containing Low Levels of Biodiesel Esters (B1-B5) except minimum flash point of 60°C*

*If required, only offer(s) for the Alternate Products with the highest flash point will be qualified in Zones **BC381, BC331, BC221, BC251, BC301, BC442, BC441** and **BC511**.

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

Note: For BC221 48/TWS and BC251 71/BG, no alternate products will be accepted.

ii) As stated in Part 3, for “**Naval Distillate Fuel CGSB-3.11-2010**” in Zones **PQ351, PQ501, PQ315, PQ175** and **PQ051** as indicated in Appendix “A”, Canada, at its sole discretion, may consider, but is not bound to accept offers for the following alternate products:

Alternate Product 1

Marine Diesel
ISO.8217:2012, DMA

Alternate Product 2

ULS Diesel Fuel, Type B
Can/CGSB-3.517-2013 except minimum flash point of
60°C*

*If required, only offer(s) for the Alternate Products with the highest flash point will be qualified in Zones PQ175, PQ051.

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

iii) As stated in Part 3, for “**Naval Distillate Fuel CGSB-3.11-2010**” in Zone **ON441** as indicated in Appendix “A”, Canada, at its sole discretion, may consider, but is not bound to accept offers for the following alternate product:

Alternate Product 1

Marine Diesel
ISO.8217:2012, DMB

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

4.1.2 Financial Evaluation

The price offered will be evaluated in Canadian dollars, Canadian customs duties included, Incoterms 2000 "DDP Delivered Duty Paid. Applicable taxes excluded.

4.1.2.1 Mandatory Financial Criteria

(a) Compliance with the Basis of Payment as per Appendix “B”.

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

4.1.2.2 Evaluated Price

4.1.2.2.1 The evaluated price, with the exception of requirement NS221 93/LT, will be determined by the unit price per litre offered for each consolidated requirement.

4.1.2.2.2 For NS221 93/LT only

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

4.1.2.2.3 For Quebec Zones PQ501, PQ315, PQ351, PQ131, PQ181, PQ071, PQ031 and PQ541 Only

The evaluated price for each consolidated requirement will be determined by the unit price for fuel multiplied by the estimated quantity, plus, if applicable, total of any delivery charge/cartage fee per hour, multiplied by the estimated number of deliveries. For

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evaluation purposes only, the estimated number of deliveries will be determined by dividing the total estimated quantity for the requirement by the estimated delivery quantity of 10,000 litres, and, as required, rounding to the nearest whole number (examples: 2.49 and lower will be rounded to 2, and 2.50 and higher will be rounded to 3).

4.2 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.

5.1 Certifications Required Precedent to Issuance of a Standing Offer

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

5.1.1 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.

5.1.2 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.

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5.1.3 General Environmental Criteria Certification

By submitting the offer, the Offeror certifies that the information submitted in the General Environmental Criteria table found at Appendix “G” is accurate and complete.

By submitting the offer the Offeror certifies that it meets, and will continue to meet throughout the duration of any resulting standing offer, four out of seven requirements identified in the General Environmental Criteria Table found at Appendix “G”;

5.2 Certificate of Conformance

The Offeror certifies herein that the products offered conform and will continue to conform to the specifications in Appendix “A” and “H” during the period of the Standing Offer.

Signature

Date

Solicitation No. – N° de l'invitation
E60HL-150051/A

Amd No. - N° de la modif.

Buyer ID – Id de l'acheteur
hl601

Client Ref. No. – N° de réf. Du client
E60HL-150051

File No - N° de dossier
hl601E60HL-150051

PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

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

6.2 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

7.1 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.

7.1.1 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.

7.1.2 Product Standard

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

7.2 Security Requirement

There is no security requirement applicable to this Standing Offer.

7.3 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>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2014-09-25) 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

7.3.2 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 to 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.

7.4. Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from June 1, 2015 up to and including May 31, 2017.

7.5 Authorities

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

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.

7.6 Offeror's Representative

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail address: _____

7.7 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.

7.8 Call-up Procedures

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

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User using form PWGSC-TPSGC 942, call-up against a standing offer.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000,000.00 (Applicable Taxes included).

7.11 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 appendices;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014-11-27), 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 E, DND Inspection and Supplementary Conditions of Supply;
- i) Appendix F, Federal Contractors Program for Employment Equity (*if applicable*);
- j) Appendix C, Consumption Report; and
- k) 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*).

7.12 Certifications

7.12.1 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.

7.12.2 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.

7.13 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.

7.1 Requirement

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

7.1.1 Delivery Verification

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

7.1.2 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).

7.1.3 Inspection and Supplementary Conditions of Supply

The goods provided must be subject to inspection and acceptance by the Identified User representative at destination, unless otherwise indicated in the *Call-Up* Instrument.

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

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

Note: Whenever a Requirement Number is referenced in the "Inspection and the Supplementary Conditions of Supply" the corresponding Zone Number has been included.

7.1.4 Acceptance

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

7.1.5 Certified Batch Analysis (CBA)

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.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts of 2010A will not apply to payments made by credit cards. *(If no credit card is accepted, this paragraph will be deleted).*

7.2.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC Reference	Section	Date
B1505C	Shipment of Hazardous Materials	2006-06-16
D3010C	Dangerous Goods/Hazardous Products (for DND only)	2014-06-26
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
A9006C	Defence Contract (for DND only)	2012-07-16
D5545C	ISO 9001:2008 -Quality Management Systems - Requirements (QAC C) (For DND only)	2010-08-16

7.3 Term of Contract

7.3.1 Delivery Date

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

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

7.4 Payment

7.4.1 Basis of Payment

Refer to Appendix “B” for details on Basis of Payment.

7.4.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

7.4.3 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.

7.4.4 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.)*

(Use this clause if only one credit card is accepted)

The following credit card is accepted: _____.

OR

(Use this clause if more than one credit card are accepted)

The following credit cards are accepted: _____ and _____.

7.5 Invoicing Instructions

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 Contractor include any applicable taxes and/or levies in the unit price, the amount of each must be indicated on the invoice;
- f) Name of the vessel, if applicable
- g) The address where payment is to be sent;

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

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the Identified User Representative. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip. Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

7.6 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.

7.7 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.

7.8 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 H To Request For Standing Offer/Demande d'offre à commandes - Annexe H

File Number/ N° du dossier: E60HL-5-0051-40-H		Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue
Zone: NL561		Naval distillate fuel (-6°C pour) CGSB 3.11-2010 type 11 Apr 1 - 11 Oct 31 (-18°C pour) type 15 Nov 1 - March 31	Mazout marine (point d'écoulement -6°C) CGSB 3.11-2010 type 11 avr 1 - oct 31 (point d'écoulement -18°C) type 15 nov 1 - mars 31	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans Coast Guard Hopedale, NL	Marine/ Marine		40,000 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: NL571		Naval distillate fuel (-6°C pour) CGSB 3.11-2010 type 11 Apr 1 - 11 Oct 31 (-18°C pour) type 15 Nov 1 - March 31	Mazout marine (point d'écoulement -6°C) CGSB 3.11-2010 type 11 avr 1 - oct 31 (point d'écoulement -18°C) type 15 nov 1 - mars 31	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans Coast Guard Makkovik, NL	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 NL561		REQUIREMENT NUMBER: 93 / TW :N° DE BESOIN		Total Quantity/ Quantité totale		Unit Price/ Prix unitaire		140,000 L \$
ZONE NL571		REQUIREMENT NUMBER: 93 / TW :N° DE BESOIN		Total Quantity/ Quantité totale		Unit Price/ Prix unitaire		100,000 L \$

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

File Number/
N° du dossier: E60HL-5-0051-40-H

Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue
Zone: NT081						
Diesel Fuel Type A, CAN/CGSB 3.517-2013, low-temperature operability cloud point -43°C	Carburant diesel Type A, CAN/CGSB 3.517-2013, rendement à basse température point de trouble -43°C	Tank Wagon (TW)/ Camion Citerne (CC)	Canadian Coast Guard Dock Norman Wells, NT Instructions: Delivery shall be made by tank wagon to Coast Guard Dock. See attached F&O Inspection and Supplementary Conditions of Supply. Livraison par camion-citerne au quai de la Garde Côtière. Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.	Marine/ Marine	320,000 L	
Zone: NT101						
Diesel Fuel Type A, CAN/CGSB 3.517-2013, low-temperature operability cloud point -43°C	Carburant diesel Type A, CAN/CGSB 3.517-2013, rendement à basse température point de trouble -43°C	Tank Wagon (TW)/ Camion Citerne (CC)	Canadian Coast Guard Dock Inuvik, NT Instructions: Delivery shall be made by tank wagon to Coast Guard Dock. See attached F&O Inspection and Supplementary Conditions of Supply. Livraison par camion-citerne au quai de la Garde Côtière. Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.	Marine/ Marine	200,000 L	
Zone NT081						
				REQUIREMENT NUMBER: 108 / TW	:N° DE BESOIN	Total Quantity/ Quantité totale 320,000 L Unit Price/ Prix unitaire \$
				REQUIREMENT NUMBER: 108 / TW	:N° DE BESOIN	Total Quantity/ Quantité totale 200,000 L Unit Price/ Prix unitaire \$