

**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 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

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

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Title - Sujet MARINE FUELS		
Solicitation No. - N° de l'invitation E60HL-150051/B		Date 2015-04-23
Client Reference No. - N° de référence du client E60HL-150051		GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-601-67179
File No. - N° de dossier hl601.E60HL-150051	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-05-19		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Lemieux, Johanna		Buyer Id - Id de l'acheteur hl601
Telephone No. - N° de téléphone (819)956-0177 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As indicated at Appendix "A"		
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

Solicitation No. - N° de l'invitation

E60HL-150051/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl601

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60HL-150051

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Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada
Appendix 'A' To Request For Standing Offer/Demande d'offre à commandes - Annexe 'A'

File Number/ N° du dossier: E60HL-5-0051-40-B		Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue	
Zone: NS221		Naval distillate fuel (-6°C pour) CGSB 3.11-2010 type 11 Apr 1 - Oct 31 (-18°C pour) type 15 Nov 1 - March 31	Mazout marine (point d'écoulement -6°C) CGSB 3.11-2010 type 11 avr 1 - oct 31 (point d'écoulement -18°C) type 15 nov 1 - mars 31	Pipeline/ Pipeline	Department of National Defence Dartmouth Halifax Co. NS Instructions: See attached DND Inspection and Supplementary Conditions of Supply. / Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du MDN.	Marine/ Marine	25,000,000 L		
Zone: ON061		Naval distillate fuel (-6°C pour) CGSB 3.11-2010 type 11 Apr 1 - Oct 31 (-18°C pour) type 15 Nov 1 - March 31	Mazout marine (point d'écoulement -6°C) CGSB 3.11-2010 type 11 avr 1 - oct 31 (point d'écoulement -18°C) type 15 nov 1 - mars 31	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans CCG Prescott Base 401 King Street West Prescott, ON K0E 1T0 Instructions: See attached F&O Inspection and Supplementary Conditions of Supply. / Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.	Marine/ Marine	400,000 L		
				ZONE NS221	REQUIREMENT NUMBER:	93 / PI	:N° DE BESOIN	Total Quantity/ Quantité totale	Unit Price/ Prix unitaire
								25,000,000 L	\$ _____
Zone: ON081		Naval distillate fuel (-6°C pour) CGSB 3.11-2010 type 11 Apr 1 - Oct 31 (-18°C pour) type 15 Nov 1 - March 31	Mazout marine (point d'écoulement -6°C) CGSB 3.11-2010 type 11 avr 1 - oct 31 (point d'écoulement -18°C) type 15 nov 1 - mars 31	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans Kingston SAR Station 53 Yonge St Kingston, ON Instructions: See attached F&O Inspection and Supplementary Conditions of Supply. / Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.	Marine/ Marine	60,000 L		
				ZONE ON061	REQUIREMENT NUMBER:	93 / TW	:N° DE BESOIN	Total Quantity/ Quantité totale	Unit Price/ Prix unitaire
								400,000 L	\$ _____

Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada
Appendix 'A' To Request For Standing Offer/Demande d'offre à commandes - Annexe 'A'

File Number/ N° du dossier: E60HL-5-0051-40-B						
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: ON661						
Naval distillate fuel (-6°C pour) CGSB 3.11-2010 type 11 Apr 1 - Oct 31 (-18°C pour) type 15 Nov 1- March 31	Mazout marine (point d'écoulement -6°C) CGSB 3.11-2010 type 11 avr 1 - oct 31 (point d'écoulement -18°C) type 15 nov 1 - mars 31	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans Canadian Coast Guard 28 Waubeek St Parry Sound, ON P2A 1B9 Instructions: See attached F&O Inspection and Supplementary Conditions of Supply./ Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.	Marine/ Marine		500,000 L
		ZONE ON661	REQUIREMENT NUMBER:	93 / TW	:N° DE BESOIN	Total Quantity/ Quantité totale 500,000 L Unit Price/ Prix unitaire \$
Zone: ON751						
Naval distillate fuel (-6°C pour) CGSB 3.11-2010 type 11 Apr 1 - Oct 31 (-18°C pour) type 15 Nov 1- March 31	Mazout marine (point d'écoulement -6°C) CGSB 3.11-2010 type 11 avr 1 - oct 31 (point d'écoulement -18°C) type 15 nov 1 - mars 31	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans Essar Steel Sault Ste. Marie 105 West St. #2 Gate Sault Ste. Marie, ON P6A 7B4 Instructions: See attached F&O Inspection and Supplementary Conditions of Supply./ Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.	Marine/ Marine		200,000 L
		Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans Roberta Bondar Park Dock Foster Drive Sault Ste. Marie, ON P6A 5X6 Instructions: See attached F&O Inspection and Supplementary Conditions of Supply./ Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.	Marine/ Marine		300,000 L
		ZONE ON751	REQUIREMENT NUMBER:	93 / TW	:N° DE BESOIN	Total Quantity/ Quantité totale 500,000 L Unit Price/ Prix unitaire \$

Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada
Appendix 'A' To Request For Standing Offer/Demande d'offre à commandes - Annexe 'A'

File Number/ N° du dossier: E60HL-5-0051-40-B		Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue	Total Quantity/ Quantité totale	Unit Price/ Prix unitaire
									500,000	\$

ZONE BC221 REQUIREMENT NUMBER: 48 / TW N° DE BESOIN



Appendix B

Basis of Payment

File No. E60HL-5-0051-40-B

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 per litre for each requirement as specified in Appendix "A". Customs duties are included and Applicable taxes are extra.

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

Delivery Charges/Cartage Fee

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an additional firm delivery charge/cartage fee for:

(i) Consolidated requirement **ON061** only, as specified below. Applicable taxes are extra.

For the above Zone 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.

(ii) Consolidated requirement **ON661** only, as specified below. Applicable taxes are extra.

For after hour and weekend deliveries, the client will be charged \$ _____ per load.

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

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

UNIT PRICE ADJUSTMENTS

BASIS FOR UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS

Unit prices as shown at Appendix "A" will be subject to weekly upward or downward adjustment using the Reference Marker price contained in the Weekly Pricing and Data Supplement as published in the "Oil Buyers' Guide" (OBG), Average Canadian Unbranded Rack Price.



Appendix B

Basis of Payment

File No. E60HL-5-0051-40-B

For the requirements in the Northwest Territories, the Reference Marker price used is ULS Diesel No. 1.
For all other requirements, the Reference Marker price used is ULS Diesel.

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

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

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

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

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

METHOD OF CALCULATING UNIT PRICE PER LITRE ADJUSTMENTS FOR ALL REQUIREMENTS

Weekly Price Adjustment Effective Day:

After the initial unit price adjustment, which comes into effect on June 1, 2015, all subsequent unit 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., Unit Price Adjustments*)

CALCULATION

An adjustment to the firm unit prices per litre in Appendix "A" will be calculated as indicated hereunder.

- a) Initial Adjustment: the unit price adjustments, effective on June 1, 2015, will be equal to the applicable Reference Marker price for the week ending May 29, 2015 ("B" week value) minus the applicable Reference Marker price for the week ending January 23, 2015 ("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 of the previous week minus the 'A' week value Reference Marker price, plus the Offer price.
- c) if no Reference Marker "Oil Buyers' Guide" (OBG) Weekly Pricing and Data Supplement is published on a given Friday, then the Weekly Pricing and Data Supplement published immediately prior will apply.



Appendix B

Basis of Payment

File No. E60HL-5-0051-40-B

FIRM UNIT PRICE PER LITRE ADJUSTMENT SCHEDULE

The firm unit prices per litre will only be adjusted on the relevant *Firm Unit Price per Litre Adjustment Effective Date* and must remain *in effect until the next scheduled Firm Unit Price per Litre Adjustment Effective Date*.

UNIT PRICE ADJUSTMENT SCHEDULE			
Firm Unit Price per Litre Adjustment	"A" Week ending on	"B" Week ending on	Firm Unit Price per Litre Adjustment Effective Date
1	January 23, 2015	May 29, 2015	**June 1, 2015
2	January 23, 2015	Sequential weekly periods, up to and including May 26, 2017	Sequential weekly periods, as indicated at "Method of Calculating Firm Unit Price per Litre adjustments", up to and including May 31, 2017

****The unit price effective June 1st, 2015 will apply for any deliveries between June 1st, 2015 and the supplier's next price change effective date (as selected in Part 3, Section II, c.). For example, a supplier whose Weekly Price Change Effective Day is Thursday will have the June 1, 2015 unit price in effect until June 11, 2015.**

REVISION OF REFERENCE MARKER

In the event:

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

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



Appendix D

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

File No. E60HL-5-0051-40-B

1. The times of fueling, quantity and type of fuel required will be relayed to the Contractor by Fisheries and Oceans/Canadian Coast Guard by email, telephone, or facsimile at a reasonable period of time prior to the estimated time of arrival of the ship. Call-up is to be confirmed in writing, either on form PWGSC-TPSGC 942, or on another appropriate document. Since the application of certain taxes is determined on the product end use, the end use must be stated at the time of call-up.
2. The Contractor must provide bunkering services during buoy recovery, ice-breaking and search and rescue operation periods which may result in necessitating unpredictable fuel requirements within 4 hours of call-up.
3. **FOR REQUIREMENT NUMBER (ON081 93/TW)**
Delivery will be within 10km of the CCG SAR Station's address indicated at Annex "A".
4. **Sulphur Content**
The maximum limit on sulphur in naval distillate fuel is specified as 15 mg/kg, in accordance with the Sulphur in Diesel Regulations.



Appendix E
Department of National Defence –
Inspection and Supplementary Conditions of
Supply
File No. E60HL-5-0051-40-B

1. WARNING FOR INSPECTION

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

1.B FOR REQUIREMENT ITEM (NS221 93/PI)

Filter Plugging Tendency (FPT)

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

2. U.S. MILITARY SHIPS

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

3. FOR REQUIREMENT ITEM (NS221 93/PI)

The Contractor will have the capability of making available a maximum quantity of 2,000,000 litres within 24 hours of call-up. Every reasonable effort will be made to have available quantity restored to 2,000,000 litres within a 14 day period. The Contractor is to be given a minimum five working days of notice on volumes exceeding 2,000,000 litres. Maximum volume that can be supplied cannot exceed 5,000,000 litres at one time unless special arrangements have been agreed to by both parties.

4. FOR REQUIREMENT ITEMS (NS221 93/PI)

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

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

5. FOR REQUIREMENT ITEM (NS221 93/PI)

(a) Minimum depth of water (extreme low tide) 36 feet to accommodate Protecteur class ships.

(b) Length of jetty minimum 600 feet or a minimum bearing surface of 200 feet.

(c) Minimum depth of water (extreme low tide) 25 feet to accommodate IRO and HFX class ships. Length of jetty minimum 200 feet.



Appendix E
Department of National Defence –
Inspection and Supplementary Conditions of
Supply
File No. E60HL-5-0051-40-B

(d) Approach and departure paths will be clear of obstructions with sufficient manoeuvring room for the Operational Support Ships in all weather states to berth with the aid of tugs and for destroyers without the aid of tugs.

(e) Pumping capacity will be **500,000** litres per hour or better for supply of Operational Support Ships and 225,000 litres per hour maximum through a meter for supply to destroyers. In the case of an absolute emergency product can be supplied faster via tank gauge.

(f) The Contractor will provide line handlers for berthing ships, at no additional charge, as follows:

(i) IRO and HFX Class Ships (fair weather: 3 hands and foul weather: 6 hands).
Protecteur Class Ships (fair weather: 6 hands and foul weather: 8 hands).

(ii) The definition of fair/foul weather will be at the discretion of naval authorities.

(g) For Auxiliary Operational Replenishment ships a minimum of two (2) dolphins/bollards or mooring buoys (approx. 700 feet apart) each capable of accepting a 50 ton strain for securing eight (8) inch bow and stern lines. The Supplier must provide a crane or gantry capable of lifting a fuelling hose and coupling to the onboard fuelling position.

6. FOR REQUIREMENT ITEM (BC221 48/TWS)

These are standby fuel requirements only.

7. FOR REQUIREMENT ITEM (NS221 93/PI)

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

8. Sulphur Content

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

9. In accordance with BC Renewable and Low Carbon Fuels Information Bulletin RLCF-001, fuel sold in the province of British Columbia for the use of The Department of National Defence is not included under the British Columbia Renewable and Low Carbon Fuel Requirements Regulation or the Greenhouse Gas Reduction (Renewable and Low Carbon Fuel Requirements) Act.



APPENDIX F
to PART 5 - FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY - CERTIFICATION
File No. E60HL-5-0051-40-B

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1. The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

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



APPENDIX G
to PART 5 – GENERAL ENVIRONMENTAL CRITERIA
File No. E60HL-5-0051-40-B

The Contractor must meet and continue to meet four out of seven criterions during the entire duration of the Standing Offer.

Green practices within supplier's organization:	Insert a checkmark for each criteria that is met
Promotes a paperless environment through directives, procedures and/or programs.	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	
Registered to ISO 14001 or has an equivalent environmental management system in place	