



Solicitation No. - N° de l'invitation

E60HL-150020/D

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl636

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- APPENDIX E - GENERAL ENVIRONMENTAL CRITERIA

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 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" Federal Contractors Program for Employment Equity - Certification, and Appendix "E" General Environmental Criteria.

### 1.2 Summary

- (i) To supply diesel fuel, automotive gasoline, and heating oil to various Federal departments across Canada as detailed at Appendix "A" attached hereto; as and when requested by the Identified User, during the period of December 10, 2015 up to and including August 31, 2017.

More than one Standing Offer may be issued as a result of this Solicitation.
- (ii) 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).
- (iii) Any resulting Standing Offer(s) is for delivery requirements to locations within Canada including locations within Comprehensive Land Claims Settlement Areas (CLCAs).

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

### 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 5 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.

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## 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) (<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 (2015-07-03) 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 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](mailto: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.

## 2.6 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.

Note that since June 12, 2010, suppliers are also prohibited from filling storage tanks that do not have a visible Environment Canada identification number for suppliers to record. This applies to storage tanks over a certain size, 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](http://www.ec.gc.ca/rs-st)



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## 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) (<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. If the offered product becomes unavailable during the Standing Offer period, the Offeror will be permitted to offer a similar product, in accordance with Part 7A Standing Offer section 7.1.7 - Offered Product Availability, at the same price and using the Reference Marker of the initial product. Canada reserves the right to verify availability through an external source.

##### 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.

**C. Alternate Products**

- C1** If no offer is received for requirements requesting Automotive (On-Road) Diesel Fuel, in Appendix "A" then Canada, at its sole discretion, may consider offers for Automotive (on-road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5).
- C.2** If no offer is received for requirements requesting Automotive (on-road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5), in Appendix "A", then Canada, at its sole discretion, may consider offers for Automotive (On-Road) Diesel Fuel.
- C.3** If no offer is received for requirements requesting Automotive Gasoline, in Appendix "A", then Canada, at its sole discretion, may consider offers for Oxygenated Automotive Gasoline Containing Ethanol (E1-E10).
- C.4** If no offer is received for requirements requesting Oxygenated Automotive Gasoline Containing Ethanol (E1-E10), in Appendix "A", then Canada, at its sole discretion, may consider offers for Automotive Gasoline.

Alternate products will only be considered if no offer is received for the original product requirement.

The Offeror will insert the alternate product to be supplied in Appendix "A", wherever applicable.

**D. 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.

**E. Emergency Fuel Pick-up**

In an emergency situation (for example, flood, fire, train derailment, earthquake, acts of terrorism etc.), Identified Users may have a requirement to pick up fuel with their vehicles from close commercial bulk fuel storage facilities.

The Offeror must provide two 24-hour emergency contacts that are available to facilitate the loading of the client vehicle.

Name: \_\_\_\_\_  
Telephone N°: \_\_\_\_\_  
Fax N°: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone N°: \_\_\_\_\_  
Fax N°: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 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 applicable Taxes must be shown separately.

Offerors must submit an individual unit 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.

### 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 except for the following requirements:

#### A.1. Emergency Fuel Pick-up

With the exception of pick-up requirements identified in Appendix "A", all emergency fuel pick-up pricing is to reflect the posted rack price of the day in effect on the day of the pick-up minus an offered discount.

### B. 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.

#### B.1 Adjusted price effective day

##### B.1.1 For all requirements other than Emergency Fuel Pick-up

After the initial price change, which comes into effect on December 10, 2015, 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 Offerer 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.

##### 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.

**3.1.2 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**Section III:      Certifications**

Offerors must submit the certifications required under Part 5.

**Section IV:      Additional Information**

The Offeror must complete Appendix "E" General Environmental Criteria by inserting a checkmark next to every criterion that are met. Offerors are required to complete and submit Appendix "E" with their offer.

As this is a new procedure, Canada reserves the right to request Appendix "E" 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 "E" within the required time frame will render the offer non-responsive.

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## 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.

#### 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")

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

##### 4.1.1.2 Alternate Products

If no offer is received for requirements requesting Automotive (On-Road) Diesel Fuel, in Appendix "A", then Canada, at its sole discretion, may consider offers for Automotive (on-road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5).

If no offer is received for requirements requesting Automotive (on-road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5), in Appendix "A", then Canada, at its sole discretion, may consider offers for Automotive (On-Road) Diesel Fuel.

If no offer is received for requirements requesting Automotive Gasoline, in Appendix "A", then Canada, at its sole discretion, may consider offers for Oxygenated Automotive Gasoline Containing Ethanol (E1-E10).

If no offer is received for requirements requesting Oxygenated Automotive Gasoline Containing Ethanol (E1-E10), in Appendix "A", then Canada, at its sole discretion, may consider offers for Automotive Gasoline.

Alternate products will only be considered if no offer is received for the original product requirement.

#### 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";  
(b) Compliance with the financial capability as specified in Part 6.

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

#### **4.1.2.2 Evaluated Price**

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

#### **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.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](#), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

#### 5.2.2 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](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 annex [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 annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 5.2.3 General Environmental Criteria Certification

By submitting the offer, the Offeror certifies that the information submitted in the General Environmental Criteria table found at Appendix "E" 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 contract, four out of seven requirements identified in the General Environmental Criteria Table found at Appendix "E";

The Offeror must complete Appendix "E" by inserting a checkmark next to every criterion that are met. Offerors are required to complete and submit Appendix "E" with their offer. As this is a new procedure, Canada reserves the right to request Appendix "E" 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 "E" within the required time frame will render the offer non-responsive.

## 5.3. Additional Certifications Precedent to Issuance of a Standing Offer

### 5.3.1. Certificate of Conformance

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## **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.

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## 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 Degree Day Basis Deliveries (for heating oil only)

Where the term "Degree Day" appears at Appendix "A" under the Delivery Method column, it means that the Offeror must maintain, at all times for the duration of the Standing Offer, an adequate reserve level of heating oil in the tank(s) as detailed at Appendix A. The Offeror is responsible for monitoring the heating oil consumption and maintaining the supply level of product in the storage tanks. The Degree Day Basis Delivery will be initiated by one call-up. With the exception of the first call-up for heating Oil, the Supplier must deliver product automatically thereafter without call-up.

The Degree Day basis method of supply is subject to Canada's sole and unfettered discretion to make purchases on that basis. Should Canada notify the Offeror in writing that it no longer requires deliveries made on that basis, the Offeror must cease to make such deliveries as of the effective date indicated in the notification, at no charge to Canada.

##### 7.1.3 Standby Basis Deliveries

Where the term "Standby" appears at Appendix "A" under the Delivery Method column, it means that the fuel requirement for the corresponding delivery address specified is intended as an alternate to a primary fuel source, such as natural gas or electricity, and will normally only be called-up by the Identified User if/when the primary fuel source becomes unavailable.

##### 7.1.4 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.

##### 7.1.5 Emergency Fuel Pick-up

In an emergency situation (for example, flood, fire, train derailment, earthquake, acts of terrorism etc.), the standing offer holder, upon request, must make every reasonable effort to provide pick-up service to an Identified User.

### 7.1.6 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 Gasoline	Standard CAN/CGSB-3.5-2011;
b) for Oxygenated Automotive Gasoline Containing Ethanol (E1-E10)	Standard CAN/CGSB-3.5112011;
c) for Automotive Ethanol Fuel (E50-E85)	Standard CAN/CGSB-3.512-2013:
d) for Denatured Fuel Ethanol for Use in Automotive Spark Ignition Fuels	Standard CAN/CGSB-3.516-2011;
e) for Diesel Fuel	Standard CAN/CGSB 3.517-2013;
f) for Automotive Diesel Fuel containing Low Levels of Biodiesel (B1-B5)	Standard CAN/CGSB-3.520-2011;
g) for Diesel Fuel Containing Biodiesel (B6-B20)	Standard CAN/CGSB-3.522-2011;
h) for Biodiesel (B100) for Blending in Middle Distillate Fuels	Standard CAN/CGSB-3.524-2011;
i) for Heating Fuel Oil	Standard CAN/CGSB-3.2-2013.

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.

### 7.1.7 Offered Product Availability

**7.1.7.1** If Automotive Gasoline, Grade 1, for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer Oxygenated Automotive Gasoline Containing Ethanol (E1-E10) at any time during the Standing Offer at the same price and using the weekly adjustment Reference Marker of the initial product requirement. The Identified User who made the call-up must be informed in advance of delivery. Canada reserves the right to verify availability through an external source.

**7.1.7.2** If Oxygenated Automotive Gasoline Containing Ethanol (E1-E10), for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer Automotive Gasoline, Grade 1, at any time during the Standing Offer at the same price and using the weekly adjustment Reference Marker of the initial product requirement. The Identified User who made the call-up must be informed in advance of delivery. Canada reserves the right to verify availability through an external source.

**7.1.7.3** If Automotive (On-road) Diesel Fuel, for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer Automotive Diesel Fuel Containing Low Levels of Biodiesel (B1-B5) at any time during the Standing Offer at the same price and using the weekly adjustment Reference Marker of the initial product re-

quirement. The Identified User who made the call-up must be informed in advance of delivery. Canada reserves the right to verify availability through an external source.

**7.1.7.4** If Automotive (On-road) Diesel Fuel Containing Low Levels of Biodiesel (B1-B5), for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer Automotive Diesel Fuel at any time during the Standing Offer at the same price and using the weekly adjustment Reference Marker of the initial product requirement. The Identified User who made the call-up must be informed in advance of delivery. Canada reserves the right to verify availability through an external source.

**7.1.8 Winter Delivery Options for Automotive Diesel Fuel (B1-B5) and Automotive Fuel (E50-E85):**

**7.1.8.1 Autotomotive Diesel**

For Automotive Diesel Fuel Containing Low levels of Biodiesel (B1-B5) delivery during the cold weather months, approximately October 1 to March 31, the supplier may provide:

Option 1: A year-round provision of Automotive (On-Road) Diesel Fuel Containing Low Levels of Biodiesel (B1-B5) seasonally adjusted.

or

Option 2: Automotive (On-Road) Diesel Fuel Containing Low-Levels of Biodiesel (B1-B5) during the summer months and Automotive (On-Road) Diesel fuel during the winter months.

No preference will be given to one option or the other, both options being equally acceptable.

**7.1.8.2 Automotive Gasoline**

For Automotive Ethanol Fuel (E85) delivery during the cold weather months, approximately from October 1 to March 31, the Offeror may provide a percentage of ethanol less than 85%, but higher than 65%.

**7.2. Security**

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) (<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 (2015-07-03) 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 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 December 10, 2015 up to and including August 31, 2017.

## 7.5 Authorities

### 7.5.1 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, Portage III 11 Laurier Street Gatineau, Quebec K1A 0S5
Telephone:	819-956-3573
Facsimile:	819-956-5227
E-mail address:	<a href="mailto:ann.lacelle@tpsgc-pwgsc.gc.ca">ann.lacelle@tpsgc-pwgsc.gc.ca</a>

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.

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl636

Client Ref. No. - N° de réf. du client  
E60HL-150020

File No. - N° du dossier  
hl636.E60HL-150020

CCC No./N° CCC - FMS No/ N° VME

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### 7.5.2 Offeror's Representative

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 7.5.3 Contacts for Emergency Fuel Pick-up

Name: \_\_\_\_\_

Telephone N°: \_\_\_\_\_

Fax N°: \_\_\_\_\_

E-mail: \_\_\_\_\_

Name: \_\_\_\_\_

Telephone N°: \_\_\_\_\_

Fax N°: \_\_\_\_\_

E-mail: \_\_\_\_\_

If there is any change or correction to an emergency contact during the supply period, it is the Offeror's responsibility to inform the Standing Offer Authority in a timely manner.

## 7.6 Identified Users

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

Upon request to the Standing Offer Authority, the Identified Users authorized to make call-ups against the Standing Offer include 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, or any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

## 7.7 Call-up Procedures

**7.7.1** The call-up will be issued, by the Identified User, to the qualified Standing Offer holder.

### 7.7.2 For Emergency Fuel Pick-up

The following procedures, in order of priority, will be followed by Identified Users to determine which standing offer holder to order fuel from, if an emergency pick-up is required:

1. Call-up raised with SO holder that already has a specified pick-up requirement in its Standing Offer – Appendix A, for the required fuel and in the zone where the emergency is unfolding.
2. Call-up raised with SO holder that has the tank wagon requirement in its Standing Offer – Appendix A, for the required fuel and in the zone where the emergency is unfolding.
3. Canada would reserve the right to raise a call-up with any SO holder that can provide the required fuel.

## 7.8 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.

### 7.8.1 Fisheries and Oceans - Supplementary Conditions of Supply

The times of fueling, quantity and type of fuel required will be relayed to the Offeror by Fisheries & Oceans /Canadian Coast Guard by email, telephone, or facsimile at a reasonable period of time prior to the estimated time of arrival of the ship. Call-up to be confirmed in writing on form PWGSC-TPSGC 942. Since the application of certain taxes is determined on the product end use, the end use must be stated at the time of order.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$1,000,000.00 (Applicable Taxes included). Individual call-ups against the Standing Offer in excess of \$1,000,000.00 to a maximum of \$10,000,000.00 will require formal additional delegation approval by the Standing Offer Authority.

## 7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any appendices;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015-07-03), General Conditions - Goods (Medium Complexity)
- e) Appendix A, Requirement;
- f) Appendix B, Basis of Payment;
- h) Appendix D, Federal Contractors Program for Employment Equity (*If applicable*);
- m) Appendix C, Consumption Report
- n) 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*).

## 7.11 Certifications

### 7.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the

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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.

**7.11.2 Federal Contractors Program for Employment Equity - Setting aside**

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

**7.12 Applicable Laws**

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



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## 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 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.

When Oxygenated Unleaded Automotive Gasoline containing Ethanol (E85) is 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 54C. When a delivery is made through a flow meter, the delivery slip will be provided with the invoice.

#### 7.1.3 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.

#### 7.1.4 Overfill Prevention Valves

All DND fuel tanks with a capacity of 2000 litres or more have been fitted with Overfill Prevention Valves (OPV) as directed by the Canadian Council of Ministers of the Environment document entitled "Environmental Code of Practice for Aboveground Storage Tank Systems Containing Petroleum Products" (CCME-EPC-LST-71E August 1994). The OPV limit the filling of the tanks to 90% capacity to prevent spillage. Cam lock adapters are available at each site and must be used by the Contractor for each delivery in order to provide a tight fill connection to the OPV thus reducing the possibility of spills. Where failure by the Contractor to properly install and use the cam lock adapters results in a fuel tank being overfilled, leading to a spill, the Contractor will be responsible for any and all costs and charges, including clean up, remediation and legal costs, if applicable.

#### 7.1.5 Acceptance

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

#### 7.1.6 Certificate of Analysis (CoA)

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

## 7.2 Standard Clauses and Conditions

### 7.2.1 General Conditions

2010A (2015-07-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 15 & 16, Payment Period & Interest on Overdue Accounts of 2010A will not apply to payments made by credit cards. *(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	Delivery of Dangerous Goods / Hazardous Products (for DND only)	2014-06-26
D3015C	Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance	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 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.

## 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.

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#### 7.5.4 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### 7.5 Invoicing Instructions

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

In addition, all invoices must contain the following information:

For Diesel Fuel and Automotive Gasoline

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

For Heating Fuel

- a) Standing Offer Serial Number;
- b) Identified User and 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 (if applicable)

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.

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl636

Client Ref. No. - N° de réf. du client  
E60HL-150020

File No. - N° du dossier  
hl636.E60HL-150020

CCC No./N° CCC - FMS No/ N° VME

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#### **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.





File Number/ N° du dossier: E60HL-5-0020-20-D						Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue	Total Quantity/ Quantité totale	Unit Price/ Prix unitaire
Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation					
ZONE ON361 REQUIREMENT NUMBER: 13 / TW :N° DE BESOIN									
Zone: ON381								40,000 L	\$
Automotive gasoline unleaded grade 3 (premium)	Essence automobile sans plomb qualité 3 (supercarburant)	Tank Wagon (TW)/ Camion Citerne (CC)	F&O, Port Dover SAR Station PO Box 699, 55 Passmore Avenue Port Dover, ON	Off Highway/ Hors Route	1 X	1,900	12,000 L		
Instructions: Station operates Mar - Dec./ La station fonctionne de mars à décembre									
ZONE ON381 REQUIREMENT NUMBER: 13 / TW :N° DE BESOIN									
Zone: ON431								12,000 L	\$
Automotive gasoline unleaded grade 3 (premium)	Essence automobile sans plomb qualité 3 (supercarburant)	Tank Wagon (TW)/ Camion Citerne (CC)	DFO, Cdn Coast Guard Base 370 Dalhousie Street Amherstburg, ON	Off Highway/ Hors Route	1 X	1,900	10,000 L		
Instructions: FOB into storage tank or into vessels One vessel requires 1 1/2 " male camlock. Minimum call-up 1,000 L/ FAB dans réservoir ou dans navire. Un navire nécessite 1 1/2 "mâle camlock. Quantité minimale par commande 1,000 L.									
Instructions: FOB into vessels One vessel requires 1 1/2 " male camlock. Minimum call-up 1,000 L/ FAB dans navire. Un navire nécessite 1 1/2 "mâle camlock. Quantité minimale par commande 1,000 L.									
ZONE ON431 REQUIREMENT NUMBER: 13 / TW :N° DE BESOIN									
		Tank Wagon (TW)/ Camion Citerne (CC)	F&O, Port of Windsor Windsor, ON	Marine/ Marine			10,000 L		
Instructions: FOB into vessels One vessel requires 1 1/2 " male camlock. Minimum call-up 1,000 L/ FAB dans navire. Un navire nécessite 1 1/2 "mâle camlock. Quantité minimale par commande 1,000 L.									
ZONE ON431 REQUIREMENT NUMBER: 13 / TW :N° DE BESOIN									
							20,000 L		\$

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

File Number/ N° du dossier: E60HL-5-0020-20-D								
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
<b>Zone: ON441</b>								
Automotive gasoline unleaded grade 3 (premium)	Essence automobile sans plomb qualité 3 (supercarburant)	Tank Wagon (TW)/ Camion Citerne (CC)	F&O, Samia Government Docks 100 Seaway Rd. Samia, ON	Marine/ Marine		10,000 L		
			<b>Instructions:</b> FOB into vessels. Minimum call-up 1,000 L./ FAB dans navire. Quantité minimale par commande 1,000 L.					
		<b>ZONE ON441</b>	<b>REQUIREMENT NUMBER:</b>	13 / TW	<b>:N° DE BESOIN</b>		10,000 L	\$ _____
<b>Zone: ON491</b>								
Automotive gasoline unleaded grade 3 (premium)	Essence automobile sans plomb qualité 3 (supercarburant)	Tank Wagon (TW)/ Camion Citerne (CC)	Goderich Coast Guard Station North Harbour Rd. Goderich, ON N7A 3Z2	Off Highway/ Hors Route		12,000 L		
			<b>Instructions:</b> FOB into vessels One vessel requires 1 1/2 " male camlock. Minimum call-up 1,000 L./ FAB dans navire. Un navire nécessite 1 1/2 "mâle camlock. Quantité minimale par commande 1,000 L.					
		<b>ZONE ON491</b>	<b>REQUIREMENT NUMBER:</b>	13 / TW	<b>:N° DE BESOIN</b>		12,000 L	\$ _____
<b>Zone: ON531</b>								
Automotive gasoline unleaded grade 3 (premium)	Essence automobile sans plomb qualité 3 (supercarburant)	Tank Wagon (TW)/ Camion Citerne (CC)	F&O, Meaford SAR Station 128 Fuller Street Meaford, ON	Off Highway/ Hors Route	1 X	1,900 L		
			<b>Instructions:</b> FOB into storage tank or into vessels. One vessel requires 1 1/2 " male camlock. Station operates Apr - Dec./ FAB dans réservoir ou dans navire. Un navire nécessite 1 1/2 "mâle camlock. La station fonctionne avril à décembre					





File Number/ N° du dossier: E60HL-5-0020-20-D				Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue
Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	
Zone: ON951 Automotive gasoline unleaded grade 3 (premium)	Essence automobile sans plomb qualité 3 (supercarburant)	Tank Wagon (TW)/ Camion Citerne (CC)	Fisheries & Oceans Thunder Bay Coast Guard Base 100 Main St Thunder Bay, ON P7B 6R9	Marine/ Marine	15,000 L
<b>Instructions:</b> FOB into vessels One vessel requires 1 1/2 " male camlock. Minimum call-up 1,000 L./ FAB dans navire. Un navire nécessite 1 1/2 "mâle camlock. Quantité minimale par commande 1,000 L.					
Total Quantity/ Quantité totale				Unit Price/ Prix unitaire	
ZONE ON951				REQUIREMENT NUMBER: 13 / TW :N° DE BESOIN	15,000 L \$



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## Appendix B – Basis of Payment

File No. E60HL-5-0020-20-D

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### 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 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, as applicable.

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

### 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

#### 1- FOR UNLEADED AUTOMOTIVE GASOLINE CONTAINING ETHANOL (E85) REQUIREMENTS

**Reference Price** - Firm prices as shown in Appendix "A", subject to adjustment on the day of delivery. The supplier's posted price on the day of delivery, must be used.

#### 2- FOR EMERGENCY FUEL PICK-UP

With reference to Part 7 - Standing Offer and Resulting Contract Clauses, A. Standing Offer, 7.7. Call-up Procedures, 7.7.2 For Emergency Fuel Pick-up

##### 2.1 For procedure 1

Refer to Paragraph 3 – "For All Other Fuel Requirements" below.

##### 2.2 For procedure 2 & 3

Posted rack price of the day minus an offered discount.



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## Appendix B – Basis of Payment

File No. E60HL-5-0020-20-D

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### 3- 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.

- 3.1 For Diesel Fuel  
Average Published price "Canadian Unbranded Rack Prices", "ULS Diesel"
- 3.2 For Diesel Fuel - Type A  
Average Published price "Canadian Unbranded Rack Prices", "ULSD No.1"
- 3.3 For Automotive Diesel Fuel Containing Low Levels of Biodiesel (B1-B5)  
Average Published price "Canadian Unbranded Rack Prices", "ULS Diesel"
- 3.4 For Diesel Fuel Containing Biodiesel (B20)  
Average Published price "Canadian Unbranded Rack Prices", "ULS Diesel"
- 3.5 For Automotive Gasoline, Grade 1  
Average Published price "Canadian Unbranded Rack Prices", "Reg Unl"
- 3.6 For Oxygenated Automotive Gasoline Containing Ethanol (E1-E10)
  - 3.6.1 For British Columbia, Yukon Territory, Northwest Territories, Alberta, Nova Scotia, Newfoundland and Labrador, New Brunswick, and Prince Edward Island,  
  
Average Published price "Canadian Unbranded Rack Prices", "Reg Unl"
  - 3.6.2 For Saskatchewan, Manitoba, Ontario, and Quebec,  
  
Average Published price "Canadian Unbranded Rack Prices", "Ethanol"
- 3.7 For Automotive Gasoline, Grade 2  
Average Published price "Canadian Unbranded Rack Prices", "Mid Unl"
- 3.8 For Automotive Gasoline, Grade 3 and 4  
Average Published price "Canadian Unbranded Rack Prices", "Prem Unl"
- 3.9 For Heating Oil, Type 1  
Average Published price "Canadian Unbranded Rack Prices", for "Stove"
- 3.10 For Heating Oil, Type 2  
Average Published price "Canadian Unbranded Rack Prices", for "Furnace No. 2"
- 3.11 For Heating Oil, Type 6  
"Last Price" published "No. 6 Oil Cargoes/Barges U.S. \$/ BBL", "New York Cargo % Sulfur", for 2.00%.



## Appendix B – Basis of Payment

File No. E60HL-5-0020-20-D

### 4- WHEN THE INITIAL PRODUCT IS UNAVAILABLE AND ANOTHER PRODUCT IS OFFERED AS A REPLACEMENT

- 4.1 When Diesel Fuel is unavailable and Automotive (On-Road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5) is offered as a replacement under Part 7A, section 7.1.7, the OBG marker of section 3.1 above will be used to determine the price change adjustment.
- 4.2 When Automotive (On-Road) Diesel Fuel Containing Low Levels of Biodiesel Esters (B1-B5) is unavailable and Diesel Fuel is offered as a replacement under part 7A, section 7.1.7, the OBG marker of section 3.3 above will be used to determine the price change adjustment.
- 4.3 When Automotive Gasoline is unavailable and Oxygenated Automotive Gasoline Containing Ethanol (E1-E10) is offered as a replacement under part 7A, section 7.1.7, the OBG marker of section 3.5 above will be used to determine the price change adjustment.
- 4.4 When Oxygenated Automotive Gasoline Containing Ethanol (E1-E10) is unavailable and Automotive Gasoline is offered as a replacement under part 7A, section 7.1.7, the OBG marker of section 3.6 above will be used to determine the price change adjustment.

### 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
British Columbia	Vancouver
Yukon Territory	Vancouver
Northwest Territories	Edmonton
Alberta	Edmonton
Saskatchewan	Edmonton
Saskatchewan	Regina (For Ethanol Only)
Manitoba	Edmonton
Manitoba	Winnipeg (For Ethanol Only)
Ontario	Toronto
Quebec	Montreal
Nova Scotia	Montreal



## Appendix B – Basis of Payment

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New Brunswick	Montreal
Prince Edward Island	Montreal
Newfoundland and Labrador	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, except E85:

##### 1.1 Weekly Price Adjustment Effective Day

After the initial price adjustment, which comes into effect on December 10, 2015, 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 other than automotive ethanol fuel (E85)".*

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

- A - Initial Adjustment: the unit price adjustments effective on September 1, 2015 will be equal to the applicable Reference Marker price for the week ending August 28, 2015 minus the applicable Reference Marker price for the week ending on April 10, 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 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

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### 3- 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	April 10, 2015	December 4, 2015	December 10, 2015
2	April 10, 2015	December 11, 2015	As indicated at 1.1 or 2.1 "Weekly Price Adjustment Effective Day"
3	April 10, 2015	December 18, 2015	As indicated at 1.1 or 2.1 "Weekly Price Adjustment Effective Day"
	April 10, 2015	Sequential weekly periods, up to and including August 25, 2017	Sequential weekly periods, as indicated at 1.1 or 2.1 "Weekly Price Adjustment Effective Day", up to and including August 31, 2017

Unit prices effective the week of August 26-31, 2017 shall remain in effect until the end of the supply period.

#### 3.1 OBG Per Litre "A" Week Values

For April 10, 2015:

##### 3.1.1. Designated centre: Vancouver, British Columbia

Product	Value
Reg Unl	\$0.6430
Mid Unl	\$0.6680
Prem Unl	\$0.6880
ULS Diesel	\$0.6960
ULSD no. 1	\$0.7410
Furnace no. 2	\$0.6960
Stove	\$0.7410

##### 3.1.2. Designated centre: Edmonton, Alberta

Product	Value
Reg Unl	\$0.5490
Mid Unl	\$0.5790
Prem Unl	\$0.6290
ULS Diesel	\$0.5830
ULSD no. 1	\$0.6080
Furnace no. 2	\$0.5830
Stove	\$0.6080

##### 3.1.3 Designated centre: Regina, Saskatchewan

Product	Value
Ethanol	\$0.5650



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## Appendix B – Basis of Payment

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**3.1.4. Designated centre: winnipeg, manitoba**

Product	Value
Ethanol	\$0.5750

**3.1.5. Designated centre: Toronto, Ontario**

Product	Value
Reg Unl	\$0.5837
Ethanol	\$0.5837
Mid Unl	\$0.6193
Prem Unl	\$0.6637
ULS Diesel	\$0.6927
ULSD no. 1	\$0.7440
Furnace no. 2	\$0.6877
Stove	\$0.7440

**3.1.6. Designated centre: Montreal, Quebec**

Product	Value
Reg Unl	\$0.6240
Ethanol	\$0.6120
Mid Unl	\$0.6503
Prem Unl	\$0.6903
ULS Diesel	\$0.7030
ULSD no. 1	\$0.7780
Furnace no. 2	\$0.6853
Stove	\$0.7780



Sample/ÉCHANTILLON Consumption Report/ Rapport De Consommation

PWGSC FILE NO: E60HL-5-0020/000/A							
Standing Offer / Offre à commande:							
Supplier Name / Fournisseur:							
Zone	Product Code and Delivery Method Code produit et Mode de livraison	Dept Ministère	Location Endroit	Product Name Nom de Produit	Number of call-ups Nombre de commandes	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures
Example:							
NL381	8/TW	RCMP	Rocky Harbour	Heating Fuel - type 2			
				Sep 1, 2015 - Sept 30, 2015			
				Oct 1, 2015 - Dec 31, 2015			
				Jan 1, 2016 - Mar 31, 2016			
				Apr 1, 2016 - Jun 30, 2016			
				Jul 1, 2016 - Sept 30, 2016			
				Oct 1, 2016 - Dec 31, 2016			
				Jan 1, 2017 - Mar 31, 2017			
				Apr 1, 2017 - Jun 30, 2017			
				Jul 1, 2017 - Aug 31, 2017			
				Total			
NL381	14/TW	PC	Gros Morne - Rocky Harbour	Gasoline			
				Sep 1, 2015 - Sept 30, 2015			
				Oct 1, 2015 - Dec 31, 2015			
				Jan 1, 2016 - Mar 31, 2016			
				Apr 1, 2016 - Jun 30, 2016			
				Jul 1, 2016 - Sept 30, 2016			
				Oct 1, 2016 - Dec 31, 2016			
				Jan 1, 2017 - Mar 31, 2017			
				Apr 1, 2017 - Jun 30, 2017			
				Jul 1, 2017 - Aug 31, 2017			
				Total			



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**APPENDIX D**  
**to PART 5 - FEDERAL CONTRACTORS PROGRAM**  
**FOR EMPLOYMENT EQUITY - CERTIFICATION**  
**File No. E60HL-5-0020-20-D**

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I, the Bidder, by submitting the present information to the Contracting 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 a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml) website ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml)).

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder 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 Bidder has a combined workforce in Canada of 100 or more employees; and
  - ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, 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 Bidder is not a Joint Venture.

OR

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



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**APPENDIX E**  
**to PART 5 – GENERAL ENVIRONMENTAL CRITERIA**  
**File No. E60HL-5-0020-20-D**

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

<b>Green practices within supplier's organization:</b>	<b>Insert a checkmark for each criteria that is met</b>
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	