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- Appendix E - Electronic Payments

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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 and Additional Information: includes the certifications and additional information 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" Electronic Payments.

### 1.2 Summary

- 1.2.1 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 September 1, 2019 up to and including August 31, 2021.

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

- 1.2.2. The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union

Comprehensive and Economic Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and Canada's bilateral agreements with Chile, Colombia, Honduras, Korea, Panama, Peru, and Ukraine.

**1.2.3.** The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

**1.2.4** The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

### **1.3 Debriefings**

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

### **1.4 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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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 (2019-03-04) 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 obtained 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: 819-956-5740  
E-mail: [ncr.cgsb-ongc@tpsgc-pwgsc.gc.ca](mailto:ncr.cgsb-ongc@tpsgc-pwgsc.gc.ca)  
CGSB Website: <https://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 in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 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.

## **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

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

If the Offeror chooses to submit its offer in hard copies, 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)

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 another product, in accordance with Part 7A Standing Offer section 7.1.6 - 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.

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

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

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

**B1.1.** For the following requirements, the road distance, navigable by fuel truck, must be no greater than 30 km from the Base to a Supplier's location. The Offeror must specify either with their offer or upon request the road distance (in kilometers), navigable by fuel truck to the applicable Base:

Requirements:	Road Distance to Base
1) ON081 3/PU	_____ km
2) ON151 3/PU	_____ km
3) NS331 3/PU	_____ km

**B1.2.** For the following requirements, the road distance, navigable by fuel truck, must be no greater than 60 km from the Base to a Supplier's location. The Offeror must specify either with their offer or upon request the road distance (in kilometers), navigable by fuel truck to the applicable Base:

Requirements:	Road Distance to Base
1) PQ241 3/PU	_____ km
2) PQ241 4/PU	_____ km

3) PQ241 39/PU \_\_\_\_\_ km

**B1.3.** For the following requirements, the road distance, navigable by fuel truck, must be no greater than 80 km from the Base to a Supplier's location. The Offeror must specify either with their offer or upon request the road distance (in kilometers), navigable by fuel truck to the applicable Base:

Requirements:	Road Distance to Base
1) BC211 3/PU	_____ km
2) BC211 14/PU	_____ km

**C. Alternate Products**

In lieu of the following requested products, as stated in Appendix "A", the Offeror may offer the following alternate product:

<u>Product</u>	<u>Alternate Product</u>
Diesel Fuel	Diesel Fuel Containing Low Levels of Biodiesel (B1-B5)
Diesel Fuel Containing Low Levels of Biodiesel (B1-B5)	Diesel Fuel
Automotive Gasoline	Oxygenated Automotive Gasoline Containing Ethanol (E1-E10)
Oxygenated Automotive Gasoline Containing Ethanol (E1-E10)	Automotive Gasoline

This alternate product will only be considered if no offer is received for the requested product or the equally acceptable product.

The Offeror should insert the alternate product to be supplied and the per unit price 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 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, section 2.3.

**A. Unit price**

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

All applicable delivery charges must be included in the firm unit price per litre except for the following requirements:

**A.1 Drums**

Drummed fuel requirements are identified in Appendix "A".

The firm unit prices per litre offered for drummed fuel requirements should include the price of the drum and any other costs associated with picking up and responsibly disposing of the User's empty drums.

No additional charges are to apply to the return of empty drums.

**A.2. 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 automotive ethanol fuel (E85)**

After the initial price change, which comes into effect on September 1, 2019, 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:

<b>--KENT-- Monday to Friday</b>	12:01AM <b>Sat.</b>	12:01AM <b>Sun.</b>	12:01AM <b>Mon.</b>	12:01AM <b>Tues.</b>	12:01AM <b>Wed.</b>	12:01AM <b>Thurs.</b>
	_____	_____	_____	_____	_____	_____

For Heating Oil, Type 6 requirements only - New York Harbour (NYH)

<b>- NYH - Monday to Friday</b>	12:01AM <b>Mon.</b>	12:01AM <b>Tues.</b>	12:01AM <b>Wed.</b>	12:01AM <b>Thurs.</b>	12:01AM <b>Fri.</b>
	_____	_____	_____	_____	_____

In the event that the offeror fails to select a day in the appropriate space provided above, the Offeror will be requested to provide the information to the Standing Offer Authority within 5 days of the request. Otherwise, the day of the week selected will be Saturday (or Monday for Heating Oil, Type 6).

**B.1.2 For Automotive Ethanol Fuel (E85) requirements:**

After the initial price change, which comes into effect on September 1, 2019, all subsequent price adjustments will come into effect on the day of delivery.

**3.1.1 Electronic Payment of Invoices – Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “H” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “H” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments 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 and additional information required under Part 5.

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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.

(b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1. Technical Evaluation

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

##### 4.1.1.1 Mandatory Technical Criteria

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

- a) Offerors who are submitting an offer for a consolidated requirement must agree to supply all delivery addresses under the consolidated requirement;
- b) When alternate products are being offered, the Offeror must clearly indicate the alternate product offered at each applicable consolidated requirement at Appendices "A".

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

##### 4.1.1.2 Alternate Product Evaluation

If no offer is received for the requested product, as stated in Appendix "A", then Canada, at its sole discretion, may consider, but is not bound to accept, offers for the alternate product listed at Part 3, 3.1, Section I, C. Alternate Products.

### 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.

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

#### 4.1.2.2 Evaluated Price

4.1.2.2.1 The evaluated price, 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

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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" 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

The Offeror must select and complete one of the following two certification statements.

- A) The Offeror certifies that the Offeror is registered or meets ISO 14001.

\_\_\_\_\_  
Offeror's Authorized Representative Signature

\_\_\_\_\_  
Date

Or

- B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Offeror's organization</b>	<b>Insert a checkmark for each criterion 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.	

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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.	

\_\_\_\_\_  
Offeror's Authorized Representative Signature

\_\_\_\_\_  
Date

**5.2.4 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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CCC No./N° CCC - FMS No/ N° VME

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## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Financial Capability**

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

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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 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:

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<b>Product</b>	<b>CGSB Standard</b>
a) for Automotive Gasoline	CAN/CGSB-3.5-2016;
b) for Oxygenated Automotive Gasoline Containing Ethanol (E1-E10)	CAN/CGSB-3.511-2016-2;
c) for Automotive Ethanol Fuel (E50-E85)	CAN/CGSB-3.512-2018:
d) for Diesel Fuel	CAN/CGSB 3.517-2017;
e) for Diesel Fuel containing Low Levels of Biodiesel (B1-B5)	CAN/CGSB-3.520-2017;
f) for Diesel Fuel Containing Biodiesel (B6-B20)	CAN/CGSB-3.522-2017;
g) for Heating Fuel Oil	CAN/CGSB-3.2-2017.

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.

#### **7.1.6 Offered Product Availability**

**7.1.6.1** 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.

**7.1.6.2** 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.

**7.1.6.3** If Diesel Fuel, for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer 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 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.

**7.1.6.4** If Diesel Fuel Containing Low Levels of Biodiesel (B1-B5), for requirements stated in Appendix "A" becomes unavailable, the Offeror may offer 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

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informed in advance of delivery. Canada reserves the right to verify availability through an external source.

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

#### **7.1.7.1 Diesel**

For 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 Diesel Fuel Containing Low Levels of Biodiesel (B1-B5) seasonally adjusted.

or

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

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

#### **7.1.7.2 Automotive Ethanol Fuel (E50-E85)**

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 Requirement**

### **7.2.1 For AB005 (36/TW & 68/TW), ON031 (36/TW and 44/TW), and NS221 (10/TW & 36/TW) only SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE N° E60HL-9-0020-20-A**

1. By January 1, 2020, the Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List, attached at Annex "D";
  - b) *Industrial Security Manual* (Latest Edition).

**7.2.1 For All requirements except: AB005 (36/TW & 68/TW), ON031 (36/TW and 44/TW), and NS221 (10/TW & 36/TW) only**

There is no security requirement applicable.

**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 (2017-06-21) 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 "A". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

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

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

**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 September 1, 2019 up to and including August 31, 2021.

#### 7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

### 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: 140 O'Connor Street  
Ottawa ON K1A 0S5  
Telephone: 613-296-3977  
Facsimile: 613-943-7620  
E-mail address: [ann.lacelle@pwgsc-tpsgc.gc.ca](mailto:ann.lacelle@pwgsc-tpsgc.gc.ca)

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

#### 7.5.2 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°: \_\_\_\_\_

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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.

### 7.6.1 Brookfield Global Integrated Solutions (BGIS) Acting as Canada's Agent

On April 1, 2015 Public Works and Government Services Canada (PWGSC) contracted with Brookfield Global Integrated Solutions (BGIS) for the delivery of real property services for the Government of Canada. As part of this contract, BGIS will be responsible for completing and signing call-ups against PWGSC Standing Offers for fuel, and for paying those invoices on Canada's behalf.

Only for assets that BGIS manages, BGIS will act as Canada's Agent to complete and sign all call-ups against standing offers and make payments on Canada's behalf.

These locations are identified by invoicing code "EP919" at Appendix A of the standing offer award.

## 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 the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) web-site:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### **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 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity)
- e) Appendix A, Requirement;
- f) Appendix B, Basis of Payment;
- g) Appendix G, Federal Contractors Program for Employment Equity;
- h) Appendix C, Consumption Report

- i) Appendix D, Security Requirements Checklist (SRCL);
- j) 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 and Additional Information

### 7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### 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*).

## 7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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.

### 7.1.7 Drums

It is mandatory that drums be new.

Drummed requirements are identified in Appendix "A".

Drums will be identified by either embossing them with the company name, symbol, crest or hallmark, by a metal nameplate attached to the drum, by stenciling or by some other acceptable means. The Standing Offer number shall also be identified on the drums.

Closures on drums shipped must be over sealed with "Tri-sure" or "Rieke" seals.

Upon request and at no extra cost, the contractor must pick-up and dispose of empty drums that were procured through this standing offer. The contractor will pick-up empty drums only when delivering drummed fuel to the user.

The Identified User will indicate, in the call-up against the standing offer, if there are empty drums to be picked up and the quantity.

## 7.2 Standard Clauses and Conditions

### 7.2.1 General Conditions

2010A (2018-06-21), 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	2016-01-28
D3010C	Dangerous Goods/Hazardous Products (for DND only)	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
A9006C	Defence Contract (for DND only)	2012-07-16
D5545C	ISO 9001:2008-Quality Management Systems-Requirements (QAC C) (for DND only)	2010-08-16

## 7.3 Term of Contract

### 7.3.1 Delivery Date

Delivery must be made within 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.

The supplier must put in place adequate measures to ensure that fuel deliveries will occur, within the prescribed lead time, even in case of an emergency (e.g.: power outage, tornado, flood, etc.).

## 7.4 Payment

### 7.4.1 Basis of Payment

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

### 7.4.2 SACC Manual Clauses

#### SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

### 7.4.3 Payment in Advance of Due Date

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

### 7.4.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.5 Invoicing Instructions

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

In addition, all invoices must contain the following information:

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.

#### **7.5.1 For Requirements Managed by BGIS**

BGIS is authorized to access to our utility account information for their invoice payment services. This utility payment transition to BGIS does not in any way affect utility account ownership.

In the event that BGIS issues a call-up on Canada's behalf, please deliver all invoices to:

Brookfield Global Integrated Solutions  
C/O PWGSC RP1  
PO Box 4870  
Markham, ON  
L3R 5N5  
[PWGSCR1.invoice@Brookfieldgjis.com](mailto:PWGSCR1.invoice@Brookfieldgjis.com)

#### **7.6 Insurance**

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

#### **7.7 Shipping Instructions - DDP**

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

#### **7.8 Federal Contractors Program for Employment Equity - Default by the Contractor**

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