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Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

<b>Title - Sujet</b> NMSO MARINE FUELS 2021-2023	
<b>Solicitation No. - N° de l'invitation</b> E60HL-210051/B	<b>Date</b> 2021-04-28
<b>Client Reference No. - N° de référence du client</b> E60HL-210051	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HL-654-79992
<b>File No. - N° de dossier</b> hl654.E60HL-210051	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-05-10</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacLeod, Bobbi	<b>Buyer Id - Id de l'acheteur</b> hl654
<b>Telephone No. - N° de téléphone</b> (873)354-1451 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

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

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

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

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

**Comments - Commentaires**

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

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Issuing Office - Bureau de distribution**

Fuel & Construction Products Division  
L'Esplanade Laurier,  
140 O'Connor Street,  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

This Request for Standing Offers (RFSO) cancels and supersedes, for the requirements indicated, the previous RFSO number E60HL-210051/A dated February 22, 2021, with a closing of April 6, 2021 at 2:00pm EST. A debriefing or feedback session will be provided upon request to Offerors who bid on the previous solicitation.

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- Appendix G - Electronic Payment Instruments

## **PART 1 GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications 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” DFO Inspection and Supplementary Conditions of Supply, Appendix “E” DND Inspection and Supplementary Conditions of Supply, Appendix “F”, Federal Contractors Program for Employment Equity – Certification, and Appendix “G”, Electronic Payment Instruments.

### **1.2 Summary**

#### **1.2.1 Requirement**

To supply marine fuels to various Federal departments and Crown Corporations across Canada, as detailed at Appendix "A" attached hereto; as and when requested by the Identified User, during the period of June 1, 2021 up to and including May 31, 2023.

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

#### **1.2.2 Delivery Requirements**

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).

### **1.2.3 Comprehensive Land Claims Agreements**

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

- For deliveries to \* Norman Wells, Northwest Territories, the Sahtu Dene and Metis Comprehensive Land Claim Agreement.

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

### **1.2.4 Federal Contractors Program**

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 appendix titled Federal Contractors Program for Employment Equity - Certification.

### **1.2.5 Epost Connect**

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **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 7.14 Transition to an e-Procurement Solution (EPS). The Government of Canada's press release provides additional information.

## **PART 2 OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The 2006 (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: Three hundred and sixty five (365) days

### **2.2 Canadian General Standards Board - Standards**

A copy of the CGSB standards referred to herein may be 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: 819-956-5644  
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.

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 question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) 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).

## **2.7 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## **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)

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

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.

Canada requests that Offerors follow the format instructions described below in the preparation of hard copy 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. 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. In such instances, the Offeror must quote a price per litre applicable to the entire consolidated requirement.

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

### **B. Equally Acceptable Products**

(i) For Diesel Fuel, Type B CAN/CGSB-3.517-2020 except minimum flash point of 60°C identified in Appendix "A":

Offerors have the option of submitting an offer on any one of the following three fuel types:

**Option 1:** Diesel Fuel Type B except minimum flash point of 60°C CAN/CGSB-3.517-2020

**Option 2:** Naval Distillate Fuel CGSB-3.11-2017 Type 11 (max. -6°C pour point)

**Option 3:** Marine Diesel - ISO.8217:2017, DMA except maximum sulphur of 15 mg/kg and kinematic viscosity at 40 °C maximum of 4.5 mm<sup>2</sup>/s.

There will be no preference given to any of the three options, all are equally acceptable.

### **C. Alternate Products**

(i) In lieu of the requested "**Diesel Fuel, Type B CAN/CGSB-3.517-2020 except minimum flash point of 60°C**" in **Zone MB211** as stated in Appendix "A", the Offeror may offer the following alternate products:

1. Diesel Fuel Type B CAN/CGSB-3.517-2020 except minimum flash point of less than 60°C
2. Diesel Fuel Containing Low Levels of Biodiesel (B1-B5), Type B CAN/CGSB-3.520-2020 except minimum flash point of less than 60°C OR Diesel Fuel, Type B CAN/CGSB-3.517-2020 except minimum flash point of less than 60°C AS PER SUPPLIER

Alternate products will only be evaluated as detailed at Part 4, 4.1.1.2 (iii) Alternate Product Evaluation.

The Offeror should insert the alternate product to be supplied and the per-unit price in Appendix "A", wherever applicable.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Appendix "B", Basis of Payment.

Offerors must submit an individual unit price for each consolidated requirement (product type with the same delivery method, within a zone (geographical area) they wish to compete for. Offers are to be based on the corresponding "A" week value identified below.

**A. Unit price**

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

**B. Unit Price Adjustments**

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

**I. Adjusted Price Effective Day:**

After the initial price change, which comes into effect on June 1, 2021, all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

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

	12:01AM Sat.	12:01AM Sun.	12:01AM Mon.	12:01AM Tues.	12:01AM Wed.	12:01AM Thu.
<b>Weekday Average Wholesale by Marketer Rack Price as gathered by Kent Group Ltd Price Effective Day</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.

**C. Reference Marker Price**

**FOR ALL CONSOLIDATED REQUIREMENTS**

In their offer, the Offeror must quote their unit price per litre using the following Reference Marker price for **February 12, 2021**, expressed in Canadian dollars per litre:

**“A” date values, Weekday Average Wholesale by Marketer Rack Price as gathered by Kent Group Ltd (<https://charting.kentgrouppltd.com/>):**

**DESIGNATED CENTRE: Vancouver, British Columbia**

<b>PRODUCT</b>	<b>VALUE</b>
ULS Diesel	\$0.7586

**DESIGNATED CENTRE: Edmonton, Alberta**

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<b>PRODUCT</b>	<b>VALUE</b>
ULS Diesel	\$0.7272
ULS Diesel No. 1	\$0.7522

**DESIGNATED CENTRE: Toronto, Ontario**

<b>PRODUCT</b>	<b>VALUE</b>
ULS Diesel	\$0.6936

**DESIGNATED CENTRE: Montreal, Quebec**

<b>PRODUCT</b>	<b>VALUE</b>
ULS Diesel	\$0.7166

**D. Delivery Charges/Cartage Fees**

Subject to (ii), all applicable delivery charges must be included in the firm unit prices except for **NS221 93/LT**.

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

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

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

NS221 93/LT                    \$ \_\_\_\_\_

**(ii) Additional Delivery Charge/Cartage Fees**

The Offeror may quote additional delivery charges/cartage fees which are excluded from the firm unit prices.

An offer which includes additional delivery charges/cartage fees which are excluded from the firm unit prices will only be considered if no offer is received for the requested product which includes all applicable delivery charges in the firm unit price. Such charges will not apply in any other case.

In their offer, the Offeror must indicate the applicable additional delivery charges/cartage fees which are excluded from the offered firm unit price as well as the zone(s) in which the additional charges apply.

**3.1.1 Electronic Payment of Invoices – Offer**

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

If Appendix “G” 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 provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

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**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **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 must provide the requested product or equally acceptable product at each consolidated requirement for which they provide a price at Appendix "A";
- b) Offerors who are submitting an offer for a consolidated requirement must agree to supply all delivery addresses under the consolidated requirement; and
- c) When alternate products or equally acceptable products are being offered, the Offeror must clearly indicate the alternate product offered for each applicable consolidated requirement at Appendix "A".

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

##### **4.1.1.2 Alternate Product Evaluation**

- (i) If no offer is received for the requested "**Diesel Fuel, Type B CAN/CGSB-3.517-2020 except minimum flash point of 60°C**" in **Zone MB211** as stated in Appendix "A", then Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate products:

1. Diesel Fuel Type B CAN/CGSB-3.517-2020 with a minimum flash point of less than 60°C
2. Diesel Fuel Containing Low Levels of Biodiesel (B1-B5), Type B CAN/CGSB-3.520-2020 except minimum flash point of less than 60°C OR Diesel Fuel, Type B CAN/CGSB-3.517-2020 except minimum flash point of less than 60°C AS PER SUPPLIER

An alternate product will only be considered if no responsive offer is received for the requested product. If alternate products are being considered, the alternate product with the highest flash point will be selected.

#### **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**

The **Mandatory** Financial criteria for the evaluation of each offer are:

- a) The Offeror must offer a firm unit price(s), subject to adjustment, in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each consolidated requirement offered; and
- b) The Offeror's financial offer must be in accordance with the Appendix "B", Basis of Payment.

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

#### **4.1.2.2 Evaluated Price**

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

##### **4.1.2.2.2 For NS221 93/LT only**

The evaluated price for NS221 93/LT will be determined by the unit price for fuel multiplied by the estimated quantity, plus, if applicable, delivery charge/cartage fee per delivery, multiplied by the estimated number of deliveries. For evaluation purposes only, the estimated number of deliveries will be determined by dividing the total estimated quantity for the requirement by the estimated delivery quantity of 300,000 L, and, as required, rounding to the nearest whole number (examples: 2.49 and lower will be rounded to 2, and 2.50 and higher will be rounded to 3).

##### **4.1.2.2.3 For Zones Including Additional Delivery Charge/Cartage Fees Only**

The evaluated price for each consolidated requirement will be determined by the unit price for fuel multiplied by the estimated quantity plus, if applicable, the total of any delivery charge/cartage fee per hour, multiplied by an estimated 5 deliveries as it is assumed that these charges will only apply in specific circumstances. As required, the evaluated price will be rounded to the nearest whole number (examples: 2.49 and lower will be rounded to 2, and 2.50 and higher will be rounded to 3).

#### **4.2 Basis of Selection**

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

More than one Standing Offer may be issued as a result of this solicitation. Each consolidated requirement will be issued to one supplier only.

## **PART 5 - CERTIFICATIONS 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. Unless specified otherwise, 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<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" list available at the bottom of the page of the Employment and Social Development Canada-Labour's 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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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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 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Rate or Price Certification

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C0001T	Price Certification - Foreign Suppliers	2007-05-25
C0002T	Price Certification - Canadian-based Suppliers (other than agency and resale outlets)	2010-01-11
C0004T	Price Certification - Canadian Agency and Resale Outlets	2007-05-25
C0008T	Price Support - Non-competitive Bid	2007-05-25

#### 5.2.3.2 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.

Green Practices within the Offeror’s organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	



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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.	

\_\_\_\_\_  
Offeror’s Authorized Representative Signature

\_\_\_\_\_  
Date

**5.2.3.3 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 – FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Financial Capability**

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

### **6.2 Insurance Requirements**

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

The Offeror offers to fulfill the requirement in accordance with the Requirement 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.

##### **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 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.

##### **7.1.3 Product Standard**

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

#### **7.2 Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

2005 (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.

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

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

The quarterly reporting periods are defined as follows:

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

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

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from June 1, 2021 up to and including May 31, 2023.

##### **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**

The Standing Offer Authority is:

Name: Bobbi MacLeod  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Logistics, Electrical, Fuel and Transportation Directorate  
Address: L'Esplanade Laurier, East Tower, 4<sup>th</sup> Floor  
140 O'Connor Street  
Ottawa, Ontario K1A 0R5  
Telephone: (873) 354-1451  
E-mail: bobbi.macleod@tpsgc-pwgsc.gc.ca

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

#### **7.6 Offeror's Representative**

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

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

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

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

### **7.7 Identified Users**

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

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

### **7.8 Call-up Procedures**

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

### **7.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(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 website:

- PWGSC-TPSGC 942 Call-up Against a Standing Offer
- PWGSC-TPSGC 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.

### **7.10 Limitation of Call-ups**

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

### **7.11 Priority of Documents**

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

- a) the call up against the Standing Offer, including any appendices;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services ;
- d) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity)
- e) Appendix A, Requirement;
- f) Appendix B, Basis of Payment;
- g) Appendix D, DFO Inspection and Supplementary Conditions of Supply;
- h) Appendix E, DND Inspection and Supplementary Conditions of Supply;
- i) Appendix C, Consumption Report; and
- 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).

### **7.12 Certifications and Additional Information**

#### **7.12.1 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.

#### **7.12.2 Federal Contractors Program for Employment Equity - Setting aside**

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

#### **7.13 Applicable Laws**

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

#### **7.14 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.

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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.

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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 marine fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes must be adjusted to 15°C in accordance with ASTM D1250 "Petroleum Measurement Tables: Table 54B" (latest edition).

#### 7.1.3 Inspection and Supplementary Conditions of Supply

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

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

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

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

#### 7.1.4 Acceptance

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

#### 7.1.5 Certified Batch Analysis (CBA)

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010A (2020-05-28), 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
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B1505C	Shipment of Dangerous Goods/Hazardous Products	2016-01-28
D3010C	Delivery of 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)	2019-05-30

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

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

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

### 7.4 Payment

#### 7.4.1 Basis of Payment

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

#### 7.4.2 SACC Manual Clauses

##### SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

#### 7.4.3 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)

#### 7.4.4 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.

### 7.5 Invoicing Instructions

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

In addition, all invoices must contain the following information:

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

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

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

#### **7.6 Insurance**

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

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

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

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

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

#### **7.9 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

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

File Number / N° du dossier : E60HL-1-0051-14-B	Product	Delivery Method / Mode de livraison	Delivery Address / Adresse de livraison	End Use / Utilisation	Storage Capacity / Capacité du réservoir	Estimated Quantity / Qté prévue
<b>Zone:</b> NS221	Naval Distillate Fuel CGSB-3.11-2017 Type 11 (max. -6°C pour point) Apr 1 - Oct 31, Type 15 (max. -18°C pour point) Nov 1 - March 31	Lighter / Allège	Department of National Defence Halifax Halifax Co, NS	Marine / Marine		320,000 L
		<b>Instructions:</b> See attached DND Supply.		Inspection and Supplementary Conditions of		
		<b>Instructions :</b> Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du MDN.				
		Lighter / Allège	Fisheries & Oceans/Coast Guard Dartmouth, NS	Marine / Marine		3,000,000 L
		<b>Instructions:</b> See attached F&O Supply.		Inspection and Supplementary Conditions of		
		<b>Instructions :</b> Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.				
<b>Zone:</b> NS221			<b>REQUIREMENT NUMBER:</b> 93 / LT	<b>N° DE BESOIN</b>		3,320,000 L \$
<b>Zone:</b> MB211	Diesel Fuel Type B except minimum flash point of 60°C CAN/CGSB-3.517-2020	Into Vessel / Livre Au Navire	Parks Canada Into Parks Canada vessels Churchill, MB	Marine / Marine		25,000 L
			<b>REQUIREMENT NUMBER:</b> 48 / IV	<b>N° DE BESOIN</b>		25,000 L \$

Total Quantity/  
Quantité totaleUnit price/  
Prix unitaire

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

**File Number /  
N° du dossier :** E60HL-1-0051-14-B

Product	Produit	Delivery Method / Mode de livraison	Delivery Address / Adresse de livraison	End Use / Utilisation	Storage Capacity / Capacité du réservoir	Estimated Quantity / Qté prévue
<b>Zone:</b> NT081						
Diesel Fuel Type A, CAN/CGSB-3.517- 2020, low-temperature operability cloud point - 43°C	Carburant Diesel Type A, CAN/CGSB-3.517- 2020, rendement à basse température point de trouble -43°C	Into Vessel / Livre Au Navire	Fisheries & Oceans/Coast Guard Canadian Coast Guard Dock Norman Wells, NT	Marine / Marine		200,000 L
<b>Instructions:</b> See attached F&O Inspection and Supplementary Conditions of Supply.						
<b>Instructions :</b> Voir ci-jointe l'inspection et les conditions supplémentaires d'approvisionnement du P&O.						
<b>Zone:</b> NT081						<b>Requirement Number:</b> 108 / IV : N° DE BESOIN
						<b>Total Quantity/ Quantité totale</b> 200,000 L
						<b>Unit price/ Prix unitaire</b> \$ _____



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## Appendix B

### Basis of Payment

File No. E60HL-1-0051-14-M

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#### **B1. BASIS OF PAYMENT**

**B1.1** In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price per litre for each requirement as specified in Appendix "A". Customs duties are included and Applicable taxes are extra.

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

**B1.2** Firm unit prices per litre as shown at Appendix "A" are subject to weekly adjustment using the "Kent Group Ltd" (<https://charting.kentgroupltd.com>) (Kent) Wholesale by Marketer Rack Prices, as detailed at the clause entitled "Basis for Unit Price Adjustments for all requirements" below.

#### **B1.3 Delivery Charges/Cartage Fee**

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

(a) Consolidated requirement **NS221 93/LT** only, as specified at Appendix "A". Applicable taxes are extra.

#### **B1.4 Invoicing**

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

**B1.5** The firm unit prices per litre shown at Appendix "A" *exclude* all taxes or levies that may be or are imposed on the sale of the product pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Contractor is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, taxes or levies, as a result of the sale of the product to Canada, except as otherwise provided in the Standing Offer, Canada will pay to the Contractor an amount equal to such tax or levy where applicable and substantiated by invoice.

#### **B2. UNIT PRICE ADJUSTMENTS**

##### **B2.1 BASIS FOR UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS**

Unit prices, as shown at Appendix "A", will be subject to weekly upward or downward adjustment using the Reference Marker price gathered by Kent Group Ltd (<https://charting.kentgroupltd.com>) for wholesale by marketer rack price. The reference marker price will be the Monday to Friday average of all wholesale rack prices for the product at the designated centre.

**B2.1.1** For the requirements in the Northwest Territories, the Reference Marker price used is **(ULS) Diesel No. 1**. For all other requirements, the Reference Marker price used is **(ULS) Diesel**.

##### **B2.1.2 For requirement BC331 104/PI in Ucluelet, British Columbia:**

Unit prices as shown at Appendix "A" will be subject to upward or downward adjustment using \_\_\_\_\_ . *(Standing Offer Authority will insert either the Reference Marker (ULS) Diesel, Vancouver Weekly Average Wholesale by Marketer Rack Price as gathered by Kent Group Ltd or the supplier's posted price on day of delivery, minus any applicable discount, as specified by the Bidder in Part 3, Section II. c.).*




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## Appendix B

### Basis of Payment

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**B2.1.3 Designated Centre** - This is the city from which the Reference Marker Prices will be selected.

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

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

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

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

### B3. METHOD OF CALCULATING UNIT PRICE PER LITRE ADJUSTMENTS FOR ALL REQUIREMENTS

#### B3.1 Weekly Price Adjustment Effective Day:

After the initial unit price adjustment, which comes into effect on June 1, 2021, all subsequent unit price adjustments will come into effect at 12:01 AM on \_\_\_\_\_ of each week. (*Standing Offer Authority will indicate the day of the week as selected by the Offeror in Part 3, section II. B., Unit Price Adjustments*)

#### B3.2 CALCULATION

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

- a) Initial Adjustment: the unit price adjustments, effective on June 1, 2021, will be equal to the applicable Reference Marker price for the week ending May 28, 2021 ("B" week value) minus the applicable Reference Marker price for the week ending February 12, 2021 ("A" week value), plus the offer price;
- b) Subsequent Weekly Adjustments: the unit price, effective on day of the week identified above for every subsequent week, will be equal to the Reference Marker price of the previous week minus the 'A' week value Reference Marker price, plus the Offer price.

### B4. FIRM UNIT PRICE PER LITRE ADJUSTMENT SCHEDULE

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

UNIT PRICE ADJUSTMENT SCHEDULE			
Firm Unit Price per Litre Adjustment	"A" Week ending on	"B" Week ending on	Firm Unit Price per Litre Adjustment Effective Date
1	***February 12, 2021	May 28, 2021	June 1, 2021*
2	February 12, 2021	Sequential weekly periods, up to and including May 21, 2021	Sequential weekly periods, as indicated at "Method of Calculating Firm Unit Price per Litre adjustments", up to and including May 28, 2021**

\*The unit price effective June 1st, 2021 will apply for any deliveries between June 1st, 2021 and the supplier's next price change effective date (as selected in Part 3, Section II.B.I). For example, a supplier



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## Appendix B

### Basis of Payment

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whose Weekly Price Change Effective Day is Thursday will have the June 1st, 2021 unit price in effect until June 10<sup>th</sup>, 2021.

\*\*\*“A” date values, Weekday Average Wholesale by Marketer Rack Price as gathered by Kent Group Ltd (<https://charting.kentgrouppltd.com/jin>) \$ Canadian per litre for the week ending February 12, 2021 are:

<u>DESIGNATED CENTRE</u>	<u>PRODUCT</u>	<u>VALUE</u>
Montreal, Quebec	ULS Diesel	\$0.7166
Toronto, Ontario	ULS Diesel	\$0.6936
Edmonton, Alberta	ULS Diesel	\$0.7272
Edmonton, Alberta	ULS Diesel No. 1	\$0.7522
Vancouver, British Columbia	ULS Diesel	\$0.7586

#### **B5. REVISION OF REFERENCE MARKER**

In the event:

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

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



## Appendix C Sample Consumption Report File No. E60HL-1-0051-14-M

APPENDIX/ANNEXE C		Sample/ÉCHANTILLON Consumption Report/ Rapport De Consommation					
PWGSC FILE NO:		E60HL-1-0051-14-M					
Standing Offer / Offre à commandes:							
Supplier Name / Fournisseur:							
Period of Report / Période de rapport:							
Zone	Product Code and Delivery Method Code produit et Mode de livraison	Dept Ministère	Location Endroit	Product Name Nom de Produit	Estimated Quantity Quantité estimée	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures
Example:							
NL001	93/PI	DND	St.Johns, NL	Naval Distillate (or industry code)	5,000,000	1,732,000	\$1,454,521.33
PQ051	48/TW	F&O	Cap-aux-Meules, PQ	Diesel - Type B (or industry code)	190,000	235,000	\$198,054.55
* Ceci est un exemple seulement et ne commet en rien le Canada /This is for example purposes only and does not commit Canada to anything.							





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**Appendix D**  
**Department of Fisheries and Oceans - Inspection**  
**and Supplementary Conditions of Supply**  
**File No. E60HL-1-0051-14-M**

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- D1.** The times of fueling, quantity and type of fuel required will be relayed to the Contractor by Fisheries and Oceans/Canadian Coast Guard by email, telephone, or facsimile at a reasonable period of time prior to the estimated time of arrival of the ship. Call-up is to be confirmed in writing, either on form PWGSC-TPSGC 942, or on another appropriate document. Since the application of certain taxes is determined on the product end use, the end use must be stated at the time of call-up.
- D2.** The Contractor must provide bunkering services during buoy recovery, ice-breaking and search and rescue operation periods which may result in necessitating unpredictable fuel requirements within 4 hours of call-up.
- D3. FOR REQUIREMENT NUMBER (BC511 48/IV)**  
Delivery is required on a 24 hour a day basis, seven days a week including holidays.
- D4. FOR REQUIREMENT NUMBER (ON441 93/PI)**  
Delivery is required on a 24 hour basis, seven days a week including holidays. The maximum lead time is four hours.
- D5. FOR REQUIREMENT NUMBER (PQ351 47/TW)**  
Delivery may be required on a 24 hour a day basis, in order to load a large amount of fuel within a short period of time, 2 - 4 times per year. Contractor is to indicate its normal delivery hours and the charge, if applicable for delivery outside of normal delivery hours.
- D6. FOR REQUIREMENT NUMBER (PQ051 9/TW)**  
Underground tank (capacity 15,000 litres) to be gravity fed only as the tank is not designed to receive product under pressure.
- D7. FOR REQUIREMENT NUMBER (ON081 47/IV)**  
Delivery will be within 10km of the CCG SAR Station's address indicated at Annex "A".



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**Appendix E**  
**Department of National Defence –**  
**Inspection and Supplementary Conditions of**  
**Supply**

File No. E60HL-1-0051-14-M

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**1. WARNING FOR INSPECTION**

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

**1.B FOR REQUIREMENT ITEMS (NL001 93/PI), (NS221 93/PI) AND (NS221 93/LT)**

Filter Plugging Tendency (FPT)

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

**2. U.S. MILITARY SHIPS**

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

**3. FOR REQUIREMENT ITEM (NS221 93/PI)**

The Contractor will have the capability of making available a minimum quantity of 5,500,000 litres at all times. The only exception will be immediately following a heavy lifting by ships (approx. 3,000,000 litres). In such instance, the minimum quantity to be made available will be restored to its original quantity within three days.

**4. FOR REQUIREMENT ITEMS (NS221 93/PI) AND (NS221 93/LT)**

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

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

**5. FOR REQUIREMENT ITEM (NS221 93/PI)**

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

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

(c) Approach and departure paths will be clear of obstructions with sufficient manoeuvring room for the Operational Support Ships in all weather states to berth with the aid of tugs.

(d) Pumping capacity will be 500,000 litres per hour or better for supply of Operational Support Ships. In the case of an absolute emergency product can be supplied faster via tank gauge.



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**Appendix E**  
**Department of National Defence –**  
**Inspection and Supplementary Conditions of**  
**Supply**

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- (e) The Contractor will provide line handlers for berthing ships, at no additional charge, as follows:
- (i) HFX Class Ships (fair weather: 3 hands and foul weather: 6 hands);
  - (ii) Arctic Offshore Patrol Ships (fair weather: 3 hands and foul weather: 6 hands); and
  - (iii) The definition of fair/foul weather will be at the discretion of naval authorities.
- (f) For Auxiliary Operational Replenishment ships a minimum of two (2) dolphins/bollards or mooring buoys (approx. 700 feet apart) each capable of accepting a 50 ton strain for securing eight (8) inch bow and stern lines. The Supplier must provide a crane or gantry capable of lifting a fuelling hose and coupling to the onboard fuelling position.
- 6. FOR REQUIREMENT ITEM (NS221 93/LT)**  
The minimum pumping capacity for fuel delivered by lighter or barge is 120,000 litres per hour.
- 7. FOR REQUIREMENT ITEMS (PQ351 93/IV), (PQ541 93/IV), (BC221 71/TWS), AND (BC251 104/TWS)**  
These are standby fuel requirements only.
- 8. FOR REQUIREMENT ITEMS (NS221 93/TW), (NS221 93/PI), (NS221 93/LT), (BC251 71/BG) AND (NL001 93/PI)**  
"CGSB-3.11-2017, Naval Distillate Fuel" options 8.1.c and 8.1.d shall apply as follows:
- 8.1 c. Requirement for purchaser pre-approval of additives
  - d. Requirement to report on additive usage and dosage to purchaser
- 9.** Fuel sold in the province of British Columbia for the use of The Department of National Defence may in some cases be excluded under the British Columbia Renewable and Low Carbon Fuel Requirements Regulation or the Greenhouse Gas Reduction (Renewable and Low Carbon Fuel Requirements) Act. Contact the Government of British Columbia for more information.
- 10. Delivery Specifications BC251 104/TWS**  
This requirement is for two different ships class: Orca class (Training) and MCDVs (Coastal patrol).
- Weight restrictions:
- A Jetty has a 10,000kg restriction
  - B Jetty has a 14,000kg restriction (just pass the crane, yellow line marker 10,000kg)
  - C Jetty has a 60,000kg restriction
  - Y Jetty has a 55,000kg restriction
- Fuelling connections:
- Orca class requires a 2inch Camlock
  - MCDVs require a 4inch Camlock



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## Appendix F

File No. E60HL-1-0051-14-M

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### ANNEX "F" to PART 5 OF THE REQUEST FOR STANDING OFFERS

#### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's website](#).

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

Complete both A and B.

A. Check only one of the following:

- A1. The Offeror certifies having no work force in Canada.
- A2. The Offeror certifies being a public sector employer.
- A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- A5.1 The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

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

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**OR**

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



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## APPENDIX G

File No. E60HL-1-0051-14-M

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### ANNEX "G" to PART 3 OF THE REQUEST FOR STANDING OFFERS

#### ELECTRONIC PAYMENT INSTRUMENTS

*As indicated in Part 3, clause 3.1.1, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)