
This Request for Standing Offer (RFSO) cancels and supersedes, for the requirements indicated, the previous RFSO E60HL-210020/A.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)	4
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 CANADIAN GENERAL STANDARDS BOARD - STANDARDS	7
2.3 SUBMISSION OF OFFERS	7
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	8
2.5 APPLICABLE LAWS	8
2.6 ENVIRONMENTAL REGULATIONS	8
2.7 BID CHALLENGE AND RECOURSE MECHANISMS	9
PART 3 - OFFER PREPARATION INSTRUCTIONS	10
3.1 BID PREPARATION INSTRUCTIONS - ELECTRONIC SUBMISSION	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	13
4.1 EVALUATION PROCEDURES	13
4.2 BASIS OF SELECTION	14
PART 5 - CERTIFICATIONS	15
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	15
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	15
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	19
6.1 FINANCIAL CAPABILITY	19
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	20
A. STANDING OFFER	20
7.1 OFFER	20
7.2 SECURITY REQUIREMENT	22
7.3 STANDARD CLAUSES AND CONDITIONS	22
7.4 TERM OF STANDING OFFER	23
7.5 AUTHORITIES	23
7.6 IDENTIFIED USERS	24
7.7 CALL-UP PROCEDURES	25
7.8 CALL-UP INSTRUMENT	25
7.9 LIMITATION OF CALL-UPS	26
7.10 PRIORITY OF DOCUMENTS	26
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION	26
7.12 APPLICABLE LAWS	26
7.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)	27

Solicitation No. - N° de l'invitation
E60HL-210020/F

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Buyer ID - Id de l'acheteur
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E60HL-210020

File No. - N° du dossier
h1636.E60HL-210020

CCC No./N° CCC - FMS No/ N° VME

B. RESULTING CONTRACT CLAUSES.....	28
7.1 REQUIREMENT.....	28
7.2 STANDARD CLAUSES AND CONDITIONS	29
7.3 TERM OF CONTRACT	29
7.4 PAYMENT	29
7.5 INVOICING INSTRUCTIONS	30
7.6 INSURANCE	31
7.7 SHIPPING INSTRUCTIONS - DDP	31
7.8 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONTRACTOR.....	31
7.9 DISPUTE RESOLUTION	31

List of Appendices:

- Appendix A - Main Requirements
- Appendix B - Basis of Payment
- Appendix C - Consumption Report
- Appendix D - Federal Contractors Program for Employment Equity - Certification
- Appendix E - Electronic Payments

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 May 9, 2022 up to and including August 31, 2023.

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

1.2.2. 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** 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](#).
- 1.2.4** This RFSO allows offerors to use the CPC 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 7.15 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 sixty-five (365) day

Subsections 6, 7, and 8 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are deleted. Insert as follows:

06 Late offers

PWGSC will return or delete offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in section 07.

For late offers submitted using means other than the Canada Post Corporation's Connect service, the physical offer will be returned.

For offers submitted electronically, the late offers will be deleted. As an example, offers submitted using Canada Post Corporation's Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect service pertaining to a late offer will be deleted. Records will be kept documenting the transaction history of all late offers submitted using CPC Connect service.

07 Delayed offers

1. An offer delivered to the specified Bid Receiving Unit after the RFSO closing date and time but before the standing offer issuance date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.
 - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;

that clearly indicates that the offer was sent no later than the day before the RFSO closing date.

- b. The only piece of evidence relating to a delay in the CPC Connect service provided by CPC system that is acceptable to PWGSC is a CPC Connect service date and time record indicated in the CPC Connect conversation history that clearly indicates that the offer was sent before the RFSO closing date and time.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by PWGSC.
3. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

08 Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service

1. Facsimile
 - a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile.
 - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO.
 - ii. PWGSC regional offices: The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
 - b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete offer;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer; or
 - vii. security of offer data.
 - c. An offer transmitted by facsimile will constitute the formal offer of the Offeror and must be submitted in accordance with section 05.
2. Canada Post Corporation's (CPC) Connect service
 - a. Unless specified otherwise in the RFSO, offers may be submitted by using the Connect service provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with CPC Connect for responses to RFSOs issued by PWGSC headquarters is: tpsgc.pareceptiondessaoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca, or if applicable, the email address identified in the RFSO.
 - ii. PWGSC regional offices: The only acceptable email address to use with CPC Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
 - b. To submit an offer using CPC Connect service, the Offeror must either:
 - i. send directly its offer only to specified PWGSC Bid Receiving Unit using its own licensing agreement for CPC Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an CPC Connect conversation. Requests to open an CPC Connect conversation received after that time may not be answered.
 - c. If the Offeror sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an CPC Connect conversation. The CPC Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action

- the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the CPC Connect conversation open until at least 30 business days after the RFSO closing date and time.
 - e. The RFSO number should be identified in the CPC Connect message field of all electronic transfers.
 - f. It should be noted that the use of CPC Connect service requires a Canadian mailing address. Should an Offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the CPC Connect service.
 - g. For offers transmitted by CPC Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
 - i. receipt of garbled, corrupted or incomplete offer;
 - ii. availability or condition of the CPC Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer;
 - vii. security of offer data; or
 - viii. inability to create an electronic conversation through the CPC Connect service.
 - h. The Bid Receiving Unit will send an acknowledgement of the receipt of the offer document(s) via the CPC Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
 - i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
 - j. An offer transmitted by CPC Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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
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.

Solicitation No. - N° de l'invitation
E60HL-210020/F

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
h1636

Client Ref. No. - N° de réf. du client
E60HL-210020

File No. - N° du dossier
h1636.E60HL-210020

CCC No./N° CCC - FMS No/ N° VME

Note: For offerors choosing to submit using Canada Post Corporation's (CPC) Connect service for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessoumissions-apbidreceiving.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 a CPC Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

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

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 Bid Preparation Instructions - Electronic Submission

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 CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. Canada requests that the offer be gathered per section and separated as follows:

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

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 CPC Connect service, the wording of the electronic copy provided through CPC Connect service will have priority over the wording of the other copies.

Due to the nature of the Request for Proposal, transmission of bids by mail/courier to PWGSC BRU will not be accepted.

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

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. 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.

C. 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.

D. 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.

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 5.3.

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. 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 May 9, 2022, 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:

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

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.

3.1.1 Electronic Payment of Invoices – Offer

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

If Annex “E” 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 offer non-responsive.

Section III: Certifications

Offerors must submit the certifications and additional information 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 who are submitting an offer for a consolidated requirement must agree to supply all delivery addresses under the consolidated requirement;

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

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 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.

4.1.2.2.2 In the event of identical lowest priced responsive offers for a consolidated requirement, preference will be given to the Offeror who offers the lowest responsive average unit price. The calculation of an Offeror's lowest responsive average unit price will be determined by calculating the sum of the estimated quantities where the Offeror submits the lowest responsive price per consolidated requirement(s), and dividing it into the sum of the extended unit price values for those same consolidated requirement(s). The calculation shall include the identical priced consolidated requirement.

Solicitation No. - N° de l'invitation
E60HL-210020/F

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
h1636

Client Ref. No. - N° de réf. du client
E60HL-210020

File No. - N° du dossier
h1636.E60HL-210020

CCC No./N° CCC - FMS No/ N° VME

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.

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. 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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) (<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 Canada Environmental, Socio-Economic and Accessibility Initiative Certification

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

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

Offeror's Authorized Representative Signature

Date

OR

- 2) The Offeror certifies that it meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of eight (8) criteria identified in the table below.

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

Environmental criteria 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	
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 programs or policies on, but not limited to, the following: <ul style="list-style-type: none">- Greenhouse Gas (GHG) Reduction- GHG inventory- eWaste- Waste audits- Energy efficiency- Green procurement- Fleet requirements (green vehicles, vehicle tracking, low resistance tires, tire recycling, emission reduction, etc.)- LED lighting- Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program- Motion-sensored lighting- Solar/wind programs	
A minimum of 50% of office equipment has an energy efficient certification.	
Other Environmental or Green Registration or Certification. The Offeror should provide a brief description of the program in place in their bid.	
Other environmental initiatives and programs in place The Offeror should provide a brief description of the program in place in their bid.	

Offeror's Authorized Representative Name & Signature

Date

OR

- 3) The Offeror certifies that it manages and encourages targeted underrepresented suppliers, supplier ownership and groups (i.e., visible minorities, women, youth, and veterans of the Canadian Armed Forces) through the use of Human Resource (HR) policies, training or skills development policies or program, employment, scholarships, etc.

The Offeror should provide a brief description of the program in place in their bid.

Offeror's Authorized Representative Name & Signature

Date

OR

Solicitation No. - N° de l'invitation
E60HL-210020/F

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
h1636

Client Ref. No. - N° de réf. du client
E60HL-210020

File No. - N° du dossier
h1636.E60HL-210020

CCC No./N° CCC - FMS No/ N° VME

- 4) The Offeror certifies that it manages and encourages indigenous suppliers, supplier ownership and groups through the use of Human Resource (HR) policies, training or skills development policies or program, employment, scholarships, etc.

The Offeror should provide a brief description of the program in place in their bid.

Offeror's Authorized Representative Name & 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

Solicitation No. - N° de l'invitation
E60HL-210020/F

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
h1636

Client Ref. No. - N° de réf. du client
E60HL-210020

File No. - N° du dossier
h1636.E60HL-210020

CCC No./N° CCC - FMS No/ N° VME

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

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

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.

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:

Product	CGSB Standard
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 3.517-2020;
e) for Diesel Fuel containing Low Levels of Biodiesel (B1-B5)	CAN/CGSB-3.520-2020;
f) for Diesel Fuel Containing Biodiesel (B6-B20)	CAN/CGSB-3.522-2020;
g) for Heating Fuel Oil	CAN/CGSB-3.2-2020.

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 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 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 May 9, 2022 up to and including August 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

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: Industrial Products and Vehicles Procurement Directorate
Address: 140 O'Connor Street
Ottawa ON K1A 0S5
Telephone: 613-296-3977
E-mail address: 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: _____

E-mail address: _____

7.5.3 Contacts for Emergency Fuel Pick-up

Name: _____

Telephone N°: _____

E-mail: _____

Name: _____

Telephone N°: _____

E-mail: _____

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

7.6 Identified Users

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

Upon request to the Standing Offer Authority, the Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11, or any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.

7.6.1 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](#) website:
 - 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 (2020-05-28), General Conditions - Goods (Medium Complexity)
- e) Appendix A, Requirement;
- f) Appendix B, Basis of Payment;
- g) Appendix C, Consumption Report
- h) 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*).

Solicitation No. - N° de l'invitation
E60HL-210020/F

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
h1636

Client Ref. No. - N° de réf. du client
E60HL-210020

File No. - N° du dossier
h1636.E60HL-210020

CCC No./N° CCC - FMS No/ N° VME

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 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
B1505C	Shipment of Hazardous Materials	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25

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@Brookfieldgis.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.

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-1-0020-20-F

Product	Produit	Delivery Method / Mode de livraison	Delivery Address / Adresse de livraison	End Use / Utilisation	Storage Capacity / Capacité du réservoir	Estimated Quantity / Qté prévue	Total Quantity/ Quantité totale	Unit price/ Prix unitaire
Zone: AB175								
Automotive gasoline unleaded grade 1 (regular)	Essence automobile sans plomb qualité 1 (ordinaire)	Tank Wagon (TW) / Camion Citerne (CC)	RCMP Faust 13A - 4 St West Faust, AB	On Highway Vehicles / Véhicules Sur Route	1 X 2,270	50,000 L		
Instructions: Contact Detachment Commander 780-355-3670 for deliveries/invoicing								
Instructions : Contacter Detachment Commander 780-355-3670 pour les livraisons/facture								
Zone: AB175							REQUIREMENT NUMBER: 14 / TW	N° DE BESOIN
							50,000 L	\$ _____



Appendix B – Basis of Payment

File No. E60HL-1-0020-20-F

1. BASIS OF PAYMENT

- 1.1 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 Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

- 1.2 Firm unit prices per litre as shown at Appendix “A” are subject to weekly adjustment using Reference Markers per Designated Centre, as detailed at the clause entitled "Basis for Unit Price Adjustment" below.
- 1.3 For invoicing purposes the firm unit prices per litre in Appendix “A” effective on the date of delivery will apply.
- 1.4 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 Offeror 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 Offeror an amount equal to such tax or levy where applicable and substantiated by invoice.
- 1.5 The firm unit cost per litre for drummed fuel requirements includes the price of the drum and all costs associated with picking up and disposing of the client’s empty drums. No additional charges are to apply to the return of empty drums.

2. 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.

3. BASIS FOR UNIT PRICE ADJUSTMENTS

3.1 REFERENCE MARKERS

- 3.1.1 **For Unleaded Automotive Gasoline Containing Ethanol (E85) Requirements**
Firm prices as shown in Appendix “A”, subject to adjustment on the day of delivery. The supplier’s posted price on the day of delivery, must be used.
- 3.1.2 **For Emergency Fuel Pick-Up**
With reference to Part 7 - Standing Offer and Resulting Contract Clauses, A. Standing Offer, 7.7. Call-up Procedures, 7.7.2 For Emergency Fuel Pick-up



Appendix B – Basis of Payment

File No. E60HL-1-0020-20-F

3.1.2.1 For procedure 1

Refer to Paragraph 3.1.3 “For All Other Fuel Requirements”, and 3.3 “Designated Centres” below.

3.1.2.2 For procedure 2 & 3

Posted rack price of the day minus an offered discount.

3.1.3 For All Other Requirements

Firm unit prices per litre as shown at Appendix “A” are subject to weekly adjustment based on the Monday to Friday week average using the “Kent Group Ltd” (<https://charting.kentgroupltd.com>) (Kent) “Wholesale” Rack Prices, per Designated Centre (see 3.3 Designated Centres below), as follows:

3.1.3.1	<u>For Diesel Fuel:</u>	"Diesel"
3.1.3.2	<u>For Diesel Fuel - Type A</u>	"Diesel #1"
3.1.3.3	<u>For Diesel Fuel Containing Low Levels of Biodiesel (B1-B5)</u>	"Diesel"
3.1.3.4	<u>For Diesel Fuel Containing Biodiesel (B20)</u>	"Diesel"
3.1.3.5	<u>For Automotive Gasoline, Grade 1</u>	"Regular Gasoline"
3.1.3.6	<u>For Oxygenated Automotive Gasoline Containing Ethanol (E1-E10)</u>	"Regular E10 Gasoline"
3.1.3.7	<u>For Automotive Gasoline, Grade 2</u>	"Midgrade Gasoline"
3.1.3.8	<u>For Automotive Gasoline, Grade 3 and 4</u>	"Premium Gasoline"
3.1.3.9	<u>For Heating Oil, Type 1</u>	"Stove Oil"
3.1.3.10	<u>For Heating Oil, Type 2</u>	"Furnace Oil"

3.2 When the Initial Product is Unavailable and Another Product is Offered as a Replacement

3.2.1 When Automotive Gasoline is unavailable and Oxygenated Automotive Gasoline Containing Ethanol (E1-E10) is offered as a replacement under part 7A, section 7.1.7, the Basis of Payment, Section 3.1.3.5 above will be used to determine the price change adjustment.

3.2.2 When Oxygenated Automotive Gasoline Containing Ethanol (E1-E10) is unavailable and Automotive Gasoline is offered as a replacement under part 7A, section 7.1.7, the Basis of Payment, Section 3.1.3.6 above will be used to determine the price change adjustment.



Appendix B – Basis of Payment

File No. E60HL-1-0020-20-F

3.3 DESIGNATED CENTRES

This is the Centre, from which the reference price shall be selected to calculate the adjustment to the unit prices, within the specified province(s) and territories.

PROVINCE	DESIGNATED CENTRE
British Columbia	Vancouver
Yukon Territory	Vancouver
Northwest Territories	Edmonton
Alberta	Edmonton
Saskatchewan	Edmonton
Manitoba	Edmonton
Ontario	Toronto
Quebec	Montreal
Nova Scotia	Montreal
New Brunswick	Montreal
Prince Edward Island	Montreal
Newfoundland and Labrador	Montreal

4 METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

The firm unit prices per litre shown at Appendix “A” will be subject to upward or downward adjustments using weekly price changes, detailed below.

4.2 For all requirements, except E85, or Emergency Fuel Pick-Ups (procedures 2&3):

4.1.1 Weekly Price Adjustment Effective Day:

After the initial price adjustment, which comes into effect on May 9, 2022, all subsequent price adjustments will come into effect at 12:01 AM on _____ of each week. *(Standing Offer Authority will indicate the day of the week as selected by the Offeror in Part 3, Section II.C, Unit Price Adjustments)*

4.1.2 An adjustment to the firm unit prices per litre will be calculated as indicated hereunder:

4.1.2.1. Initial Adjustment: the unit price adjustments effective on May 9, 2022 will be equal to the applicable Reference Marker price for the week



Appendix B – Basis of Payment

File No. E60HL-1-0020-20-F

ending May 6, 2022 (“B” week value) minus the applicable Reference Marker price for the week ending April 30, 2021 (“A” week value) plus the offer price;

- 4.1.2.2. Subsequent Weekly Adjustments:** the unit price effective on day of the week identified above for every subsequent week will be equal to the Reference Marker price for the previous week minus the ‘A’ week value Reference Marker price plus the Offer price.

5 FIRM UNIT PRICE PER LITRE ADJUSTMENT SCHEDULE

- 5.2** 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	*April 30, 2021	May 6, 2022	May 9, 2022
2	*April 30, 2021	Sequential weekly periods, up to and including August 25, 2023	Sequential weekly periods, as indicated at “Method of Calculating Firm Unit Price per Litre adjustments”, up to and including August 26, 2023

***Unit prices effective the week of August 26-31, 2023 shall remain in effect until the end of the supply period.**

- 5.3** The per-litre “A” week value for week ending April 30, 2021 for each Reference Marker for each Designated Centre is:

5.2.1 Designated centre: Vancouver, British Columbia

Product	Value
Regular Gasoline	\$0.9506
Regular E10 Gasoline	\$0.9506
Midgrade Gasoline	\$1.0056
Premium Gasoline	\$1.0606
Diesel	\$0.8302
Diesel #1	\$0.8752
Furnace Oil	\$0.8302
Stove Oil	\$0.8752

5.2.2 Designated centre: Edmonton, Alberta

Product	Value
Regular Gasoline	\$0.7338
Regular E10 Gasoline	\$0.7338
Midgrade Gasoline	\$0.7888
Premium Gasoline	\$0.8438



Appendix B – Basis of Payment

File No. E60HL-1-0020-20-F

Diesel	\$0.7928
Diesel #1	\$0.8178
Furnace Oil	\$0.7928
Stove Oil	\$0.8178

5.2.3 Designated centre: Toronto, Ontario

Product	Value
Regular Gasoline	\$0.7328
Regular E10 Gasoline	\$0.7328
Midgrade Gasoline	\$0.7806
Premium Gasoline	\$0.8278
Diesel	\$0.7058
Diesel #1	\$0.7428
Furnace Oil	\$0.7026
Stove Oil	\$0.7428

5.2.4 Designated centre: Montreal, Quebec

Product	Value
Regular Gasoline	\$0.7670
Regular E10 Gasoline	\$0.7670
Midgrade Gasoline	\$0.8348
Premium Gasoline	\$0.8970
Diesel	\$0.7300
Diesel #1	\$0.7900
Furnace Oil	\$0.7250
Stove Oil	\$0.7900

APPENDIX/ANNEXE C Sample/ÉCHANTILLON Consumption Report/ Rapport De Consommation

Zone		Product Code and Delivery Method Code produit et Mode de livraison		Dept Ministère	Location Endroit	Product Name Nom de Produit	Number of call-ups Nombre de commandes	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures
Example: AB101		3/TW	DND	Edmonton	ULS Diesel	Sep 1, 2021 - Sept 30, 2021	3	2,000	1,980
						Oct 1, 2021 - Dec 31, 2021	6	4,000	3,850
						Jan 1, 2022 - Mar 31, 2022			
						Apr 1, 2022 - Jun 30, 2022	2	1,500	1,360
						Jul 1, 2022 - Sept 30, 2022			
						Oct 1, 2022 - Dec 31, 2022			
						Jan 1, 2023 - Mar 31, 2023	5	3,500	3,420
						Apr 1, 2023 - Jun 30, 2023			
						Jul 1, 2023 - Aug 31, 2023			
						Total	16	11,000	10,610
ON081	39/TW	CSC	Joyceville Inst.		Regular Unleaded E10	Sep 1, 2021 - Sept 30, 2021	5	3,500	3,100
						Oct 1, 2021 - Dec 31, 2021			
						Jan 1, 2022 - Mar 31, 2022	8	16,000	15,400
						Apr 1, 2022 - Jun 30, 2022			
						Jul 1, 2022 - Sept 30, 2022			
						Oct 1, 2022 - Dec 31, 2022			
						Jan 1, 2023 - Mar 31, 2023	1	1,500	1,360
						Apr 1, 2023 - Jun 30, 2023			
						Jul 1, 2023 - Aug 31, 2023	5	4,500	4,100
						Total	19	25,500	23,960

* Ceci est un exemple seulement et ne commet en rien la Couronne/ This is for example purposes only and does not commit the Crown to anything.

Solicitation No. – N° de l’invitation
E60HL-210020/F

Amd No. - N° de la modif.

Buyer ID – Id de l’acheteur
hl636

Client Ref. No. – N° de réf. Du client
E60HL-210020

File No - N° de dossier
hl636.E60HL-210020

APPENDIX “D” 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)

Solicitation No. – N° de l’invitation
E60HL-210020/F

Amd No. - N° de la modif.

Buyer ID – Id de l’acheteur
hl636

Client Ref. No. – N° de réf. Du client
E60HL-210020

File No - N° de dossier
hl636.E60HL-210020

ANNEX “E” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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)