

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> ARCTIC DIESEL	
<b>Solicitation No. - N° de l'invitation</b> F2578-120400/A	<b>Date</b> 2012-04-18
<b>Client Reference No. - N° de référence du client</b> F2578-120400	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-655-60288	
<b>File No. - N° de dossier</b> hl655.F2578-120400	<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> <b>on - le 2012-05-29</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rochefort, Jean-F	<b>Buyer Id - Id de l'acheteur</b> hl655
<b>Telephone No. - N° de téléphone</b> (819) 956-6273 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS NGCC PIERRE RADISSON 101 BOUL.CHAMPLAIN DEPOT MANAGER 418-648-3659 QUEBEC Quebec G1K7Y7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>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</b> <b>(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>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>ARTIC DIESEL FUEL</p> <p>ARCTIC DIESEL - TYPE A (P50)</p> <p>Automotive (on-road) diesel fuel</p> <ul style="list-style-type: none"> <li>- Type A (P50) temperature operatability cloud point -43 degree celsius, in accordance with CGSB Standard CAN/CGSB-3-517-2007, or equivalent.</li> <li>• 120 barils x 205L (55 gallons) light duty steel (18 gauge) returnable drums.</li> <li>• Delivery to the Quebec Coast Guard Base between June 11th and June 13th, 2012.</li> <li>• Diesel will be transported from CCG Quebec via the Pierre Radisson for use in Killiniq, NU.</li> <li>• Payment:</li> <li>• Invoices made to Canadian Coast Guard, MTCS</li> <li>• 520 Exmouth Street</li> <li>• Sarnia ON, N7T 8B1</li> </ul>	F3019	F2578	24600	LITRES	\$		XXXXXXXXXXXX	See Herein	
2	<p>DRUM RETURN DEPOSIT</p> <p>DRUM return deposit</p>	F3019	F2578	120	EACH	\$		XXXXXXXXXXXX	See Herein	
3	<p>PALLETS RETURN DEPOSIT</p> <p>PALLETS return Deposit</p>	F3019	F2578	30	EACH	\$		XXXXXXXXXXXX	See Herein	

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Canadian General Standards Board - Standards
3. Submission of Bids
4. Improvement of Requirement During Solicitation Period
5. Enquiries - Bid Solicitation
6. Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Insurance
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. SACC Manual Clauses
13. Delivery, Inspection and acceptance
14. Packing Instructions
15. Shipping Instructions

## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must provide the items detailed at "Line Item Details".

#### **2.1 Comprehensive Land Claim Agreements**

The following Comprehensive Land Claim Agreement applies to this procurement:

Inuit of Nunavut Land Claim Agreement (NLCA) for deliveries to Killiniq, Nunavut. where "deliveries to" means goods delivered to, and services performed in.

The benefits that apply to this procurement are contained in Article 24 of the NLCA.

#### **2.2 Trade Agreements**

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
B3000T	Equivalent Products	2006-06-16

### 2. Canadian General Standards Board - Standards

A copy of the CGSB Standards referred to in the bid solicitation may be purchased from:

Canadian General Standards Board Sales Centre

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

E-mail: [ncr.cgsb-ongc@pwgsc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>

### 3. Submission of Bids

Bids 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 bid solicitation.

### 4. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 5. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 6. **Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

## 7. **Delivery**

### 7.1 **Delivery Point**

It is required that delivery to be made at **Québec City**, on consecutive days during the period of June 11th, 2012 to June 13, 2012.

---

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid ( 1hard copies)

Section II: Financial Bid ( 1 hard copies)

Section III: Certifications ( 1 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Bid (hard copy)

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

##### A. Delivery Lead Time

A lead time of \_\_\_\_\_ working days will be required.

##### B. Palletizing

The contractor is required by the carrier, to palletize and handle (including strapping) the drummed product in accordance with the procedures stated in "Line Item Details".

##### C. Marking

The Contractor must ensure that the manufacturer's name and Fuel type are clearly stamped or etched on each item for positive identification purposes.

**Section II: Financial Bid (1 hard copy)**

Bidders must submit their financial bid in accordance with "Line item details" and Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), Territorial Fuel Tax, and Federal Excise Tax must be shown separately, if applicable.

**a. Unit Price**

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

All applicable delivery charges must be included in the firm unit prices per litre.

**b. 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.

**c. Drums and Pallets**

Bidders must provide the following information:

**(i) Returnable Drums**

It is mandatory that drums be new and returnable.

Returnable drums will be charged at \$\_\_\_\_\_ each.

Credit in full will be allowed for each drum returned by Canada in good condition, freight prepaid to:

\_\_\_\_\_.

**(ii) Pallets and Handling**

**a)** Products will be supplied on returnable pallets, \_\_\_\_ drums per pallet.

Returnable pallets will be charged at \$\_\_\_\_\_ each.

**b)** Handling (including strapping) will be charged at \$\_\_\_\_\_ for each pallet.

**c)** Credit in full will be allowed for each pallet returned by Canada in good condition, freight prepaid to: \_\_\_\_\_.

**d. Unit Price Adjustments**

Firm unit price shown at "Line item details" will be subject to upward or downward adjustments as detailed in the Basis of Payment.

**e. Payment of Invoices by Credit Card**

Canada requests that bidders complete one of the following:

( ) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

( ) VISA

( ) MasterCard

Solicitation No. - N° de l'invitation

F2578-120400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl655

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

F2578-120400

File No. - N° du dossier

hl655F2578-120400

CCC No./N° CCC - FMS No/ N° VME

---

**OR**

( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

**Section III: Certifications (1 hard copy)**

Bidders must submit the certifications required under Part 5

---

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

##### 1.1.1 Evaluation Criteria - Technical

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

- (a) Technical compliance;
- (b) Acceptance of terms and conditions as mentioned in the bid solicitation;
- (c) Completion of the solicitation.

The delivery lead time will not be an evaluated factor.

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

#### 1.2 Financial Evaluation

##### 1.2.1 Evaluation Criteria - Financial

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

- (a) Compliance with proposed pricing methods;
- (b) Price (firm price, Canadian funds, DDP Delivered Duty Paid destination Incoterms 2000)

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

The global evaluated price will consider the following costs:

1. Cost of product (unit price) x total aggregate quantities
2. Total cost of returnable drums and returnable pallets
3. Total cost of pallet handling which includes strapping

### 2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis for the quantities identified at "line item details" will be recommended for award of a contract.

**Only one contract will be issued as a result of this solicitation.**

---

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site (<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>).

---

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items detailed under the "Requirement" at "Line item details".

#### 2.1 Product Standard

The product(s) delivered by the Contractor must conform to the latest issue of the Canadian General Standards Board (CGSB) Standard indicated in the product description related to each requirement, shown at "line item details".

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2011-05-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

The requirement is to be delivered between **June 11 and 13, 2012**.

It is the responsibility of the contractor to verify and confirm the Sealift delivery schedule **at least 72 hours in advance** by contacting the Cargo Booking Contact as per article 5.7 Cargo Booking Instructions.

#### 4.2 Delivery Lead Time

A lead time of \_\_\_\_\_ working days will be required. *(Insert the number of days as specified by the Bidder in Bid Preparation Instructions, Part 3, Section I, d.)*

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jean-Francois Rochefort, Team Leader  
 Public Works and Government Services Canada  
 Acquisitions Branch, Commercial Acquisition & Supply Management Sector  
 Logistics, Electrical, Fuel & Transportation Directorate  
 Fuel & Construction Products Division (HL)  
 11 Laurier Street, 7A2, Place du Portage, Phase III  
 Gatineau, QC K1A 0S5  
 Telephone : (819) 956-6273 Facsimile: (819) 956-5227  
 E-mail address: jean-francois.rochefort@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Project Authority

The Project Authority for the Contract will be provided at award.

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Contractor's Representative

Name and telephone number of the person responsible for :

	<b>General Enquiries</b>	<b>Delivery Follow-up</b>
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as shown at "line item details", subject to an adjustment factor based on the fluctuation of the Reference Marker "Oil Buyers' Guide (OBG) as detailed herein for Diesel Fuel (Quebec city, Quebec, Average Canadian Unbranded Rack Price).

Goods and Services Tax (or Harmonized Sales Tax), Federal Excise Tax and Territorial Fuel Tax is extra to the unit price, if applicable. All applicable Custom duties must be included.

#### 6.1.1 Unit Prices/Taxes

The unit prices offered in "line item details", exclude all taxes or levies that may be or are imposed on the sale of petroleum products pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Contractor is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, as a result of the sale of the product to Canada, except as otherwise provided in the Contract, Canada will pay to the Contractor an amount equal to such tax or levy where applicable and substantiated by invoice.

### REVISION OF REFERENCE MARKER

In the event that:

- 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 shall mutually agree upon an appropriate and comparable substitute and the Contract be modified to reflect such substitute on a mutually agreed upon date.

### 6.1.2 Adjustment Methodology - OBG

(ii) *Basis and Calculation of Adjustment to the firm unit price for Diesel fuel:*

The adjustment to the unit price shall be the difference between the average of Quebec city reference prices appearing in the OBG Volume in effect on the "A" date of **April 13 , 2012** and the Friday immediately prior to fuel loading at origin. If no OBG volume is published on a particular date indicated, the OBG Volume published immediately prior to that date shall apply.

For the purposes of determining the adjustment in unit price, the average in the Canadian Unbranded Rack prices shall be used as follows:

Product as described in "line item details"	Product as described in the OBG	Location
Diesel Fuel, Type A (Artic P50)	ULS Diesel No.1	Quebec city (Average price)

The per litre "A" date value for **April 13, 2012** is **\$0.9115 CAD.**

### 6.2 Returnable Drums

It is mandatory that drums be new and returnable.

Returnable drums will be charged at \$\_\_\_\_\_ each.

Credit in full will be allowed for each returnable drum returned in by Canada good condition, freight prepaid to: \_\_\_\_\_.

*(Contracting Authority will indicate the price and the location as selected by the Contractor in Part 3, Section II, c. (i))*

Returnable drums will be identified by either embossing them with the company name, symbol, crest or hallmark, by a metal nameplate attached to the drum, or by some other acceptable means.

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

### 6.3 Pallets and Handling

a) Products will be supplied on returnable pallets, \_\_\_\_ drums per pallet.

Returnable pallets will be charged at \$\_\_\_\_\_ each.

b) Handling (including strapping) will be charged at \$\_\_\_\_\_ for each pallet.

c) Credit in full will be allowed for each returnable pallet returned by Canada in good condition, freight prepaid to: \_\_\_\_\_.

*(Contracting Authority will indicate the price and the location as indicated by the Contractor in Part 3, Section II, c. (ii)).*

#### **6.4 Provincial Fuel Tax**

The Contractor will be responsible for applying to the Quebec Government for the necessary permits enabling delivery of fuel EXEMPT from Provincial Fuel Tax.

#### **6.5 Payment of Invoices by Credit Card**

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

OR

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

#### **6.6 SACC Manual Clauses**

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
H1000C	Single Payment	2008-05-12

### **7. Invoicing Instructions**

#### **Invoices and Substantiating Documentation**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

All invoices must contain the following information:

- a) Contract Serial Number;
- b) Name of Project Authority;
- 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;
- f) Drums, quantity and unit price;
- g) The address where payment is to be sent.

2. Invoices to be distributed as follows:

a) The original and one (1) copy of must be forwarded to the address as shown in "line item details" for certification and payment.

b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the consignee. 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.

**8. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the 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 the contract.

**9. Certifications**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

**10. Applicable Laws**

The Contract 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 Bidder in its bid, if applicable)*

**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 Articles of Agreement;
- (b) 2010A (2011-05-16) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award one of the following: as clarified on \_\_\_\_\_ OR as amended on \_\_\_\_\_. (insert date(s) of clarification(s) or amendment(s))*

**12. SACC Manual Clauses**

THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
G1005C	Insurance	2008-05-12
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
B1505C	Shipment of Hazardous Materials	2006-06-15

**13. Delivery, Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

**13.1. Marking**

The Contractor must ensure that the manufacturer's name and Fuel type are clearly stamped or etched on each item for positive identification purposes.

**13.2. Weight**

The Bidder is responsible for indicating the accurate total weight of each drum.

**13.3 Platform Truck**

An open platform truck is required by the Contractor to deliver drummed product.

**13.4 Delivery Verification**

Copies of sales slips/dock receipts issued at the time of delivery are to accompany all invoices.

**13.5 Inspection and Acceptance**

The goods provided must be subject to inspection and acceptance by the consignee at destination.

**13.6 Cargo Booking Instructions**

Cargo booking instructions, name and telephone number of shipping agent will be provided by: Jean-Sebastien Lehouillier, Fisheries and Oceans Canada, Canadian Coast Guard, Quebec Base, CCGS Pierre Radisson, Tel: 418-648-3659

Supplier must contact shipping agent 72 hours before making delivery.

**14 Packing**

Items will be packed to permit application of the lowest transportation rates or charges via the mode of carriage selected/authorized.

**15. Shipping Instructions - Delivery at Destination**

1. Goods must be consigned to the destination specified in the Contract and delivered: DDP Delivered Duty Paid to Quebec city, Canadian Coast Guard Base, Incoterms 2000 for shipments from commercial contractor.
2. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.