

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

Title - Sujet NAVAL DISTILLATE FUEL	
Solicitation No. - N° de l'invitation E60HL-120015/A	Date 2012-05-18
Client Reference No. - N° de référence du client E60HL-120015	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-601-60502	
File No. - N° de dossier hl601.E60HL-120015	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-03	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lemieux, Johanna	Buyer Id - Id de l'acheteur hl601
Telephone No. - N° de téléphone (819) 956-0177 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As indicated in the Line Item Detail	

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

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	As indicated in the Line Item Detail	F2596	DEPARTMENT OF FISHERIES AND OCEANS 520 EXMOUTH ST SARNIA Ontario N7T8B1 Canada
D - 2	As indicated in the Line Item Detail	F2596	DEPARTMENT OF FISHERIES AND OCEANS 520 EXMOUTH ST SARNIA Ontario N7T8B1 Canada

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Naval Distillate Fuel to be delivered via ship-to-ship into Canadian Coast Guard vessel Sir Wilfred Laurier, outside Fairway Buoy at Tuktoyaktuk, Northwest Territories. • If weather and sea conditions cause significant delivery delays, delivery at Summer Harbour may be accepted.	D - 1	F2596	250000	litres	\$	XXXXXXXXXXXX		See Herein	
2	Naval Distillate Fuel to be delivered via ship-to-ship delivery into Canadian Coast Guard Icebreaker vessels, at Nanisivik, Nunavut or another mutually agreeable location in the Canadian Eastern Arctic area (Lancaster Sound).	D - 2	F2596	250000	litres	\$	XXXXXXXXXXXX		See Herein	

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
3	Naval Distillate Fuel to be delivered via ship-to-ship delivery into Canadian Coast Guard vessel Louis S. St-Laurent, at Kugluktuk, Nunavut.	D - 2	F2596	1000000	litres	\$	XXXXXXXXXXXX	See Herein	
4	Naval Distillate Fuel to be delivered via pipeline into Canadian Coast Guard vessel Sir Wilfred Laurier, at Dutch Harbor, Alaska. • Price to include cargo rates.	D - 2	F2596	200000	litres	\$	XXXXXXXXXXXX	See Herein	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

This Canadian Coast Guard requirement is for the supply of a total potential quantity of 13,350,000 litres of Naval Distillate Fuel as follows: a total firm quantity of 3,950,000 litres and a total optional quantity of 500,000 litres for the first year and the same estimated firm and optional quantities for each of the two one-year supply period options.

The product is required at several locations in the Arctic as follows:

Item 1- A firm quantity of 250,000 litres per year, and an additional optional quantity of up to 100,000 litres per year, via ship-to-ship delivery into Canadian Coast Guard vessel Sir Wilfred Laurier, outside Fairway Buoy at Tuktoyaktuk, Northwest Territories.

Anticipated delivery date is July 30th, 2012 (Supply Period I).

Item 2- A firm quantity of 2,500,000 litres per year by ship-to-ship delivery into Canadian Coast Guard Icebreaker vessels, at Nanisivik, Nunavut or another mutually agreeable location in the Canadian Eastern Arctic area (Lancaster Sound).

Anticipated delivery period is September 3rd to September 7th, 2012 (Supply Period I).

Item 3- A firm quantity of 1,000,000 litres per year of Naval Distillate Fuel Fuel, via ship-to-ship delivery into Canadian Coast Guard vessel Louis S. St-Laurent, at Kugluktuk, Nunavut.

Anticipated delivery date is September 9th, 2012 (Supply Period I).

Item 4- A firm quantity of 200,000 litres per year, and an additional optional quantity of up to 400,000 litres per year, via pipeline into Canadian Coast Guard vessel Sir Wilfred Laurier, at Dutch Harbor, Alaska.

Anticipated delivery date is October 8th, 2012 (Supply Period I).

Delivery dates for all items to be confirmed by the Canadian Coast Guard.

2.1 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered is as follows:

Item 1 complete by _____.

Item 2 complete by _____.

Item 3 complete by _____.

Item 4 complete by _____.

2.2 Sulphur in Diesel Fuel Regulations

Environment Canada has developed a proposed amendment to the current Sulphur in Diesel Fuel Regulations, with a publication date expected prior to June 1st, 2012. This amendment pertains to Category 3 vessels only, and removes the maximum 15ppm sulphur limit on the import, production and sale of marine diesel fuel (for Category 3 vessels only) until June 1st 2014, when a maximum 1000ppm sulphur limit will take effect for the import, production and sale of marine diesel fuel for Category 3 vessels.

It is therefore requested that the fuel supplied for the requirements listed in Line Item Detail have a minimum sulphur level of 500ppm* for the entire duration of the contract (including options), which is in compliance with the proposed amendment to the Sulphur in Diesel Fuel Regulations.

*If no bid is received for the requested product, then Canada, at its sole discretion, may consider bids for the requested Type of Naval Distillate Fuel with a lower sulphur level.

2.3 Lubricity Requirement

Fuel must have a wear scar diameter of less than or equal to 460 µm at 60°C (Items 1, 2, 3 and 4)

2.4 Comprehensive Land Claim Agreements

The following Comprehensive Land Claim Agreements apply to this procurement:

Inuvialuit Final Agreement (IFA) for deliveries to* Tuktoyaktuk Northwest Territories.
The benefits that apply to this procurement are contained in Article 16.(8) of the Inuvialuit Final Agreement (IFA).

Inuit of Nunavut Land Claim Agreement (NLCA) for deliveries to* Nanisivik and Kugluktuk, Nunavut.

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

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

2.5 Trade Agreements

This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), 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 provided 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual 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.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) days

2. Canadian General Standards Board - Standards

A copy of the CGSB 3.11-2010 (latest issue) standard referred to in the bid solicitation is available and 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: 819-956-5740
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

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

3. Submission of Bids

Bids must be submitted 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 Statement of Work 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 the province of **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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)
 Section II: Financial Bid (1 hard copy)
 Section III: Certifications (1 hard copy)

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

Canada requests bidders to 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

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The Bidder must also provide the following elements:

a. Delivery Lead Time

A lead time of _____ working days will be required.

b. Delivery Location (Line Item 2 only)

In their proposal, the bidder must choose one of the following delivery locations for Line Item 2:

(i) Nanisivik, Nunavut _____

OR

(ii) Another location in the Canadian Eastern Arctic area (Lancaster Sound), subject to agreement by the Canadian Coast Guard _____

c. Environmental Attributes

The Bidder must complete and submit Annex "A" Environmental Attributes with their bid.

d. Source of Crude Oil, Name of Refinery and Location

Source of Crude: _____

Name of Refinery: _____

Location: _____

e. Arctic Waters Pollution Prevention

The Bidder must demonstrate their compliance with all Canadian laws and International Conventions in accordance with Part 6 - Resulting Contract Clauses, Article 9.

f. Alternate Product

i) If no bid is received for "**Naval Distillate Fuel (Type 15, in accordance with CGSB Standard 3.11-2010 (latest issue)), with a minimum sulphur level of 500ppm**", then Canada, at its sole discretion, may consider bids for the requested Type of Naval Distillate Fuel with a lower sulphur level.

The alternate product will only be considered if no bid is received for the requested product.

If applicable, the Bidder must insert the alternate product description and unit price in Line Item Detail.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the 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 bid non-responsive.

c. Unit Price Adjustments

I. Firm unit prices shown at line item detail will be subject to upward or downward adjustments, as detailed in the Basis of Payment.

II. Reference Marker Price

In their bid, the Bidder must quote their unit price per litre using the following Reference Marker price for May 11, 2012, expressed in Canadian dollars per litre:

"A" date values, "Oil Buyer's Guide" (OBG):

Line Item 4

DESIGNATED CENTRE: Vancouver, British Columbia

	PRODUCT	VALUE
	ULS Diesel	\$0.9135
<u>Line Items 1 and 3</u>	<u>DESIGNATED CENTRE:</u> Edmonton, Alberta	
	PRODUCT	VALUE
	ULS Diesel	\$0.8270
<u>Line Item 2</u>	<u>DESIGNATED CENTRE:</u> Montreal, Quebec *	
	PRODUCT	VALUE
	ULS Diesel	\$0.8560

***To ensure fairness to all Suppliers, the Quebec Government Green Fund duties and fees AEE that will be added to Ultramars OBG posted price must be clearly identified.**

The Quebec Green Fund duties and fees AEE, in the amount of \$0.0119, will be added to the posted price for Ultramar, OBG Publication for ULS Diesel, Montreal.

d. Demurrage (Line Item 2 only)

Demurrage will apply after the allowed laytime has been exceeded. The demurrage rate will be CDN \$ _____/day/pro rata (*To be specified by the Bidder*).

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

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.

f. Payment of Invoices by Wire Transfer (*To be completed by the bidder*)

The bidder requests that payment of invoices by the Canadian Coast Guard be completed by Wire Transfer:

YES _____

NO _____

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl601

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60HL-120015

hl601E60HL-120015

g. Financial Capability

SPECIFIC CLAUSE INCORPORATED BY REFERENCE

SACC ID	Title	Date
A9033T	Financial Capability	2011-05-16

Section III: Certifications

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

The Bidder must provide all of the technical information requested in the bid solicitation to enable full and complete evaluation.

1.1.1 Mandatory Technical Criteria

The goods offered must conform to all aspects of the specifications and standards detailed or referred to herein.

The **Mandatory** technical criteria for the evaluation of each bid are:

- (a) Technical compliance with Product Specification (description at pages 3 and 4 - Line Item Detail);
- (b) Acceptance of terms and conditions as mentioned in the bid solicitation.

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

1.1.2 Alternate Product

i) If no responsive bid is received for "**Naval Distillate Fuel (Type 15, in accordance with CGSB Standard 3.11-2010 (latest issue)), with a minimum sulphur level of 500ppm**", then Canada, at its sole discretion, may consider bids for the requested Type of Naval Distillate Fuel with a lower sulphur level.

The alternate product will only be considered if no responsive bid is received for the requested product.

1.2 Financial Evaluation

1.2.1 The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax, Territorial Fuel Tax and Federal Excise Tax excluded, Incoterms 2000 "Delivered Duty Paid (DDP)" to the destination specified at line item detail.

The evaluated price will be determined by the unit price for each Line Item. Delivery charges and Canadian customs duties included.

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

- (a) Compliance with the Basis of Payment;
- (b) Compliance with the Financial capability as specified in Part 3

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

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

The delivery lead time will not be an evaluated factor.

More than one contract may be awarded 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.

1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

1.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 bid from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. The form can be found on the following Service Canada Website: <http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dep=sc&lang=en>

3. 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), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP is available on the following HRSDC Website:

<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 under the "Line Item Detail".

2.1 Quantity Minimum/Maximum

A minimum delivery of 98 percent or a maximum delivery of 102 percent of the total quantity for each item identified at line item detail is acceptable to satisfy this requirement.

2.2 Optional Quantity

The Contractor grants to Canada the irrevocable options to acquire the optional quantities goods described below under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the optional quantities in whole or in part at time of ordering the firm quantity or in time for the delivery by sending a written notice to the Contractor:

i) Up to 100,000 litres per one-year supply period to CCG vessel Sir Wilfrid Laurier (Line Item 1)

ii) Up to 400,000 litres per one-year supply period to CCG vessel Sir Wilfrid Laurier (Line Item 4)

Canada is not obligated to order any of the optional quantities.

2.3 Source of Crude Oil, Name of Refinery and Location

Source of Crude: _____

Name of Refinery: _____

Location: _____

2.4 Product Standard

The product delivered by the Contractor must conform to the Canadian General Standards Board (CGSB) Standard CGSB-3.11-2010 (latest issue), Type 15, except Pour point max. -15°C, Cloud point max. -9°C, and Kinematic Viscosity at -40°C, min. 2.5 mm²/s and max. 4.2 mm²/s.

2.5 Delivery Verification

Deliveries will be verified by printed metered slips or standard commercial delivery slips as applicable.

2.6 Volume Corrected to 15°C

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

2.7 Inspection

Inspection of petroleum products supplied to the Canadian Coast Guard must be conducted by the consignee at destination.

2.8 Acceptance

The goods provided must be subject to acceptance by the Canadian Coast Guard consignee at destination.

2.9 Sulphur in Diesel Fuel Regulations

Environment Canada has developed a proposed amendment to the current Sulphur in Diesel Fuel Regulations, with a publication date expected prior to June 1st, 2012. This amendment pertains to Category 3 vessels only, and removes the maximum 15ppm sulphur limit on the import, production and sale of marine diesel fuel (for Category 3 vessels only) until June 1st 2014, when a maximum 1000ppm sulphur limit will take effect for the import, production and sale of marine diesel fuel for Category 3 vessels.

It is therefore requested that the fuel supplied for the requirements listed in Line Item Detail have a minimum sulphur level of 500ppm* for the entire duration of the contract (including options), which is in compliance with the proposed amendment to the Sulphur in Diesel Fuel Regulations.

*If no bid is received for the requested product, then Canada, at its sole discretion, may consider bids for the requested Type of Naval Distillate Fuel with a lower sulphur level.

2.10 Lubricity Requirement

Fuel must have a wear scar diameter of less than or equal to 460 µm at 60°C (Items 1, 2, 3 and 4)

If any additives are included in the supplied fuel, the Contracting Authority must be advised.

Contractor must make available full documentation of all CGSB specified parameters well in advance of fuel delivery.

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General conditions

2010A (2012-03-02) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts of 2010A (2012-03-02) will not apply to payments made by credit cards *(If no credit card is accepted, this paragraph will be deleted)*.

3.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC ID	Title	Date
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
B1505C	Shipment of Hazardous Materials	2006-06-16

4. Term of Contract

4.1 Period of Contract

The Work is to be performed during the period of June 1st, 2012 to May 31, 2013.

4.2 Option to Extend the Contract

The Contractor grants to Canada two irrevocable options to extend the term of the Contract by an additional one-year Supply Period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise these options at any time by sending a written notice to the Contractor at least **thirty (30)** calendar days before the expiry date of the Contract. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

Upon exercising each of the one-year supply period options, Canada will confirm the firm quantity of Naval Distillate Fuel needed by the Canadian Coast Guard.

4.3 Delivery Date

All the deliverables must be received:

1- On July 30th, 2012 for the CCG vessel Sir Wilfred Laurier (Line Item 1)

Contractor to contact ROC/Sarnia at (519) 383-1814 at least 2 weeks in advance of fuelling CCG Vessels at Tuktoyaktuk, NT, to confirm delivery date.

2- During the period of September 3rd to September 7th for Nanisivik CCG Icebreakers (Line Item 2)

Contractor must allow at least five (5) consecutive days to complete fuel transfer.

Contractor to contact ROC/Sarnia at (519) 383-1814 to confirm rendez-vous date at least 2 weeks in advance, then 1 week, then 24 hours.

3- On September 9th, 2012 for the CCG vessel Louis S. St-Laurent (Line Item 3)

Contractor to contact ROC/Sarnia at (519) 383-1814 at least 2 weeks in advance of fuelling CCG Vessels at Kugluktuk, NU, to confirm delivery date.

4- On October 8th, 2012 for the CCG vessel Sir Wilfred Laurier (Line Item 4)

The Captain of the CCG vessel Sir Wilfred Laurier will contact the supplier to give the first estimated time of arrival when passing Demarcation Point (American Water Line).

Delivery dates for all items to be confirmed by the Canadian Coast Guard.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Johanna Lemieux

Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
Fuel and Construction Products - HL Division
Place du Portage III, 7A2
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: (819) 956-0177

Facsimile: (819) 956-5227

Email: johanna.lemieux@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 is:

TO BE PROVIDED

The Project Authority is the representative of the department or agency for whom the requirement is being carried out under the Contract and is responsible for all matters concerning the technical content of the requirement 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 requirement. Changes to the scope of the requirement can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

6. Prior Notification for Delivery (Line Item 2 only)

With a 72 hour prior notification followed by 48 hour and 24 hour confirmation notices for ship-to-ship deliveries to the Canadian Eastern Arctic area, the Contractor agrees to supply, deliver and sell to Canada during the term of the Contract and in accordance with the terms of the Contract, the Naval Distillate Fuel specified at line item 2.

7. CCG Icebreaker Loading Condition (Line Item 2 only)

(DDP Nanisivik, Nunavut or any other acceptable port)

1. If, upon 72 hour notification of expected time of arrival, followed by 48 hour and 24 hour confirmation notices by the Canadian Coast Guard, another vessel is loading or is scheduled for loading, the CCG Icebreaker shall await its turn to load.

2. If the CCG Icebreaker is tendered for loading, the Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until loading of the CCG Icebreaker and appropriate inspection are completed.

8. Ship-to-Ship Laytime and Demurrage (Line Item 2 only)

The laytime calculated is the time allowed for the total discharge of cargo. Any delay due to ice and weather or any other factors beyond the control of the Government of Canada will not count as laytime. The total laytime allotted for ship-to-ship transfer operations is five (5) consecutive days.

Demurrage will apply after the allowed laytime has been exceeded. The demurrage rate will be CDN \$ _____/day/pro rata (*To be specified by the Bidder*).

9. Arctic Waters Pollution Prevention

1. The Contractor must ensure that all vessels used for the performance of Work under this Contract comply with the all applicable Canadian laws and International Conventions. The Contractor must further ensure that all tank vessels and crew entering Arctic waters, where a zero-discharge regime is in effect, observe the Arctic Waters Pollution Prevention Act, Regulations, standards and guidelines, including the Arctic Oil Transfer Guidelines TP10783 and the Guidelines for the Operation of Tankers and Barges TP11663. For greater certainty, the Contractor acknowledges to have read Guidelines TP10783 and TP11663 and that such Guidelines form part of this Contract.

2. In addition to the obligations and requirements stipulated in the *Arctic Water Pollution Prevention Act*, Regulations, standards and guidelines, the Contractor must provide written notice of the details of proposed voyages into Arctic waters, well in advance of intended operations, to:

Canadian Coast Guard, Regional Operations Centre
105 Christina Street South
P.O.Box 2600
Sarnia, Ontario, Canada
N7T 7V8
Attn: Superintendent, Operations Centre
Facsimile: (519) 383-1995

3. If the Contractor fails to comply with any of the requirements or obligations set out in this Article, then the Contractor must be considered to be in default in carrying out its obligations under this Article. Any delay in the Contractor's performance of work under this Contract which is related to or arising from the requirements set out in this Article or under such Act, Regulations, standards or Guidelines will not be interpreted or construed as a force majeure event or as a circumstance allowing excusable delay.

10. Payment

10.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as shown at line item detail, subject to adjustment, as specified below.

- a) Naval Distillate Fuel (Line Item 2)
The contractor will be paid a firm price \pm an adjustment factor based on the fluctuation of the Reference Marker "Oil Buyers' Guide (OBG) as detailed herein for ULS Diesel (Montréal, Average Canadian Unbranded Rack Price).
- b) Naval Distillate Fuel (Line Items 1 and 3)
The contractor will be paid a firm price \pm an adjustment factor based on the fluctuation of the Reference Marker "Oil Buyers' Guide (OBG) as detailed herein for ULS Diesel (Edmonton, Average Canadian Unbranded Rack Price).
- c) Naval Distillate Fuel (Line Item 4)
The contractor will be paid a firm price \pm an adjustment factor based on the fluctuation of the Reference Marker "Oil Buyers' Guide (OBG) as detailed herein for ULS Diesel (Vancouver, Average Canadian Unbranded Rack Price).

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

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.

10.1.1 Unit Prices/Taxes

The unit prices offered on pages 3 and 4 - Line Item Detail, *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.

10.1.2 Adjustment Methodology - OBG

Basis and Calculation of Adjustment to the firm unit prices per litre

The adjustment to the unit price shall be the difference between the applicable OBG Reference Marker price for the **Friday just prior to the vessel loading date at origin** and the applicable

Reference Marker price for **May 11th, 2012***. If no OBG volume is published on a particular date indicated, the OBG Volume published immediately prior to that date shall apply.

The contractor shall provide a copy of the ship manifest, or another document acceptable to PWGSC, as proof of the vessel loading date.

10.2 Payment of Invoices by Credit Card

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

10.3 Payment of Invoices by Wire Transfer

The bidder requests that payment of invoices by the Canadian Coast Guard be completed by Wire Transfer:

10.4 SACC Manual Clauses

SPECIFIC CLAUSE INCORPORATED BY REFERENCE

SACC ID	Title	Date
H1001C	Multiple Payments	2008-05-12

10.5 Advance Payment

Payment may be made in advance of the due date where the contractor offers a cash discount for advance payment and the discount at least offsets the cost to Canada for early payment.

11. 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

In addition, 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) The address where payment is to be sent;
- g) Name of the vessel and the purchase order number/requisition number if applicable.

2. Invoices must be distributed as follows:

a) The original and one (1) copy of each invoice must be made out to the Project Authority and forwarded to the invoicing address as set out on Page 2 - Destination Detail 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.

12. 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.

13. Certifications

13.1 Compliance

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 provision of the Contract, to terminate the Contract for default.

14. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

15. 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 (2012-03-02) General Conditions - Goods or Services (Medium Complexity);
- (c) Pages 3 and 4 - Line Item Detail, Requirement;
- (d) the Contractor's bid dated _____.

16. Shipping Instructions - Delivery at Destination

a) Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Incoterms 2000 to the locations in Line Item Detail.

The point of custody transfer shall be at the CCG Icebreaker manifold, where inspection samples may be taken.

b) Delivery Location (Line Item 2 Only)

Solicitation No. - N° de l'invitation

E60HL-120015/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hl601E60HL-120015

Buyer ID - Id de l'acheteur

hl601

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

E60HL-120015

CCC No./N° CCC - FMS No/ N° VME

The delivery location for Line Item 2 is: _____.
(Contracting Authority to insert at contract award).

ANNEX "A"

ENVIRONMENTAL ATTRIBUTES

As part of the federal government's commitment to environmentally responsible procurement, PWGSC encourages the private sector to develop and implement environmentally responsible initiatives in the supply of fuels.

As an initial step, before the inclusion of Environmental Criteria in future solicitations, Bidders are requested to submit information and /or substantiating documentation regarding their stated environmental initiatives, and the details of the environmental impact of the goods proposed in terms of overall environmental management, for example:

- a. Provide details of your policies and practices in relation to environmentally responsible fuel transportation and storage processes.
- b. Provide details of your policies and practices in relation to environmentally responsible fuel transfer processes.
- c. Provide details of your policies, practices and emergency plans in relation to oil spills and pollution.
- d. Provide details of any arrangement with a certified emergency response organization.
- e. Provide details of your policies and practices in relation to re-use strategies. (i.e. drums)
- f. Provide details of your policies and practices in relation to recycling in general.

If your firm has a corporate environmental policy, you are requested to submit a copy of this policy either on corporate letterhead, as corporate documentation or provide your firms' web site address where this information resides. In support of your firm's environmental policy you are requested to provide documentation regarding the environmental principles referenced in your policy and details of the environmental policy and its impact in terms of overall environmental management.