

**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> Drummed Diesel Fuel	
<b>Solicitation No. - N° de l'invitation</b> 23239-130029/A	<b>Date</b> 2012-05-16
<b>Client Reference No. - N° de référence du client</b> 23239-130029	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-601-60481	
<b>File No. - N° de dossier</b> hl601.23239-130029	<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 2012-06-26</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> Lemieux, Johanna	<b>Buyer Id - Id de l'acheteur</b> hl601
<b>Telephone No. - N° de téléphone</b> (819) 956-0177 ( )	<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 NATURAL RESOURCES RM 237 615 BOOTH ST OTTAWA Ontario K1A0E4 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>

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## 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 Annex "A".

#### 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\* Resolute, 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.

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## 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.

### 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 the Department of 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.

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## **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.

### 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 (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 offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

*The Bidder is responsible to fill in the blanks in the Articles below, as applicable.*

#### a. Alternate Products

i) If no bid is received for “**Diesel Fuel Type A-ULS with a -48°C temperature operability cloud point**” as stated in Annex “A”, then Canada, at its sole discretion, may consider bids for Diesel Fuel Type A-ULS with a higher temperature operability cloud point. The order of preference is detailed below (cloud points are examples only):

*Alternate Product*

##### Preference 1

CAN/CGSB-3.517-2007  
 with a -46°C temperature  
 operability cloud point

*Alternate Product*

##### Preference 2

CAN/CGSB-3.517-2007  
 with a -43°C temperature  
 operability cloud point

An alternate cloud point 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 Annex “A”.

#### b. Delivery Lead Time

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

**c. Palletizing**

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

**d. Weight**

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

Automotive Diesel Fuel: \_\_\_\_\_ kg / Drum

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex "A" 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. 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.

**b. Unit Price**

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

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

**c. Drums and Pallets**

**(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 from client's premises to:

\_\_\_\_\_(If  
Applicable, the Bidder will fill in this clause applicable to drummed requirements)

**(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 from client's premises to:

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\_\_\_\_\_  
*Applicable, the Bidder will fill in this clause applicable to drummed requirements)* (If

**d. Unit Price Adjustments**

Firm unit prices shown at Annex "A" 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

**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**

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 specified below.
- (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 herein.

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

- (a) Technical compliance (in accordance with Annex "A");
- (b) Compliance with the inspection requirements;
- (c) 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 Products

i) If no responsive bid is received for "**Diesel Fuel Type A-ULS with a -48°C temperature operability cloud point**", then Canada, at its sole discretion, may consider bids for Diesel Fuel Type A-ULS with a higher temperature operability cloud point. The order of preference is detailed below (cloud points are examples only):

###### *Alternate Product*

###### **Preference 1**

Can/CGSB-3.517-2007  
with a -46°C temperature  
operability cloud point

###### *Alternate Product*

###### **Preference 2**

Can/CGSB-3.517-2007  
with a -43°C temperature  
operability cloud point

Alternate cloud points will only be considered if no responsive offer 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 Annex "A".

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

- (a) Compliance with the Basis of Payment

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

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## **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 Annex "A" will be recommended for award of a contract.

The lowest 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

The delivery lead time will not be an evaluated factor.

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

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## 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 the 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 submitted with the bid, but may be completed and submitted afterwards. If any of these required certifications is not completed or 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 Contract 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&dept=sc&lang=e>**

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>**

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## 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 Annex "A".

#### 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 Annex "A".

### 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 14 and 15, Payment Period and 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
D3010C	Dangerous Goods/Hazardous Products	2007-11-30
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
B1505C	Shipment of Hazardous Materials	2006-06-16

### 4. Term of Contract

#### 4.1 Delivery Date

Item 1 is to be delivered during the 2012 Eastern Arctic Sealift Operations which is **approximately** between July 1st and September 15th, 2012.

The products are required in the Arctic sites for Canada's use during the period from September 1st 2012 to August 31, 2013.

It is the responsibility of the contractor to verify and confirm the Sealift delivery schedule by contacting the Cargo Booking Contact as per article 5.14 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.)*

#### **4.3 Maximum Quantities**

The total of the maximum quantities specified herein can only be exceeded when authorized by the Contracting Authority by written amendment.

#### **4.4 Additional Remedies**

Should the Contractor fail to provide the quantity and quality of aviation turbine fuel in accordance with this contract by the 120th day following the award of contract, or if such failure by the Supplier results in a delay in delivery of fuel acceptable under this contract in time for transportation by Sealift to Northern consignee destinations, in time for the period for which the fuel is required for use (September 2012 to August 2013), the Contractor must complete delivery of the aviation turbine fuel under this contract by transporting the fuel directly to the northern consignee destinations stipulated in this contract, by air, if the Minister so requires, at the supplier's expense, in order to ensure delivery of fuel to such destinations for the period which the fuel is required for use (September 2012 to August 2013).

### **5. Delivery, Inspection and Acceptance**

#### **5.1 Weight**

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

Automotive Diesel Fuel: \_\_\_\_\_ kg / Drum

#### **5.2 Ship Loading**

The Société du Port de Montreal prohibits delivery of fuel to the Montreal dock more than 24 hours prior to ship loading.

#### **5.3 Platform Truck**

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

#### **5.4 Delivery Verification**

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

#### **5.5 Inspection and Acceptance**

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

#### **5.6 Shipping Instructions - DDP**

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" to the location as shown at Annex "A".

#### **5.7 Cargo Booking Instructions**

##### **For Item 1:**

Cargo booking instructions, name and telephone number of shipping agent will be provided by: Natural Resources Canada, Polar Continental Shelf Project, 615 Booth Street, room 487, Ottawa, ON K1A 0E9 Attn. Kari Boris, Tel: 613-947-1649.

Supplier must contact shipping agent before making delivery.

### **6. Authorities**

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## 6.1 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 Division  
7A2 Portage III  
11 Laurier Street  
Gatineau, Quebec K1A 0S5

Telephone: 819-956-0117  
Facsimile: 819-956-5227  
E-mail address: johanna.lemieux@pwgsc-tpsgc.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.

## 6.2 Project Authorities

The Project Authorities 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.

## 6.3 Contractor's Representative

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

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

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

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

## 7. Payment

### 7.1 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 Annex "A", subject to adjustment as identified below.

#### a) Automotive Diesel Fuel (Item 1)

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 Dsl No.1 (Montréal, Average Canadian Unbranded Rack Price)

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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.

### 7.1.1 Unit Prices/Taxes

The unit prices offered in Annex "A", 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.

### 7.1.2 Adjustment Methodology - OBG

(i) Basis and Calculation of Adjustment to the firm unit prices for:

*Automotive Diesel Fuel (Item 1)*

The adjustment to the unit price shall be the difference between the average of the Montreal reference prices appearing in the OBG Volume in effect on the "A" date of **May 11, 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 prices, the average in the Canadian Unbranded Rack prices shall be used as follows:

Product as described in Annex "A"	Product as described in the OBG	Location
Automotive Diesel Fuel, Type A-ULS	ULS Dsl No. 1	Montreal (Average price)

The per litre "A" date value for May 11, 2012 is **\$0.8875 CAD**.

### 7.2 SACC Manual Clauses

#### SPECIFIC CLAUSE INCORPORATED BY REFERENCE

SACC ID	Title	Date
H1001C	Multiple Payments	2008-05-12
C6000C	Limitation of Price	20011-05-16

### 7.3 Returnable Drums

It is mandatory that drums be new and returnable.

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

Solicitation No. - N° de l'invitation  
23239-130029/A

Amd. No. - N° de la modif.  
23239-130029

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
23239-130029

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Credit in full will be allowed for each returnable drum returned in by Canada good condition, freight prepaid from the client's premises 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.

#### **7.4 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 from client's premises to: \_\_\_\_\_

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

#### **7.5 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.

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

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

OR

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

### **8. 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 (if applicable);

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 Annex "A" 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.

## 9. 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.

## 10. 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.

## 11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. *(The Contracting Authority must insert the name of the province or territory as specified by the Bidder in its bid, if applicable.)*

## 12. 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) the general conditions 2010A (2012-03-02) - Goods (Medium Complexity);
- (c) Annex "A", Requirements;
- (d) the Contractor's bid dated \_\_\_\_\_ *(insert date of bid)*, as amended \_\_\_\_\_ *(insert date(s) of amendment(s), if applicable)*

ANNEX "A" REQUISITIONING AUTHORITIES AND ESTIMATED REQUIREMENTS  
 ANNEXE "A" RESPONSABLE DES COMMANDES ET BESOINS ESTIMÉS  
 PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPGSC:23239-13-0029

ITEM	DESCRIPTION OF CONTRACT ITEMS DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	DELIVERY METHOD MÉTHODE DE LIVRAISON	INVOICING INSTRUCTIONS INSTRUCTIONS DE FACTURATION	MAXIMUM QUANTITY QUANTITÉ MAXIMUM	UNIT PRICE PRIX UNITAIRE	F.E.T. T.A.F. PER/PAR LITRE	Terr. Fuel Tax Taxe terr. sur les carburants (per/par litre)	SUB-TOTAL SOUS-TOTAL	GST TPS PER/PAR LITRE	TOTAL TOTAL
1	<u>NATURAL RESOURCES</u> <u>CANADA</u> Automotive (On-Road) Diesel Fuel, Type A-ULS with a -48°C temperature operability cloud point*, in accordance with Standard CAN/CGSB-3.517-2007 (latest issue).  <b>Consignee Code:</b> 23239 <b>Requisition no.</b> 23239-13-0029	New 205 L light duty steel (18 gauge) plastic lined returnable drums  Nouveaux barils de 205L en métal léger (calibre 18) doublé en plastique, consignés	Delivered Duty Paid (DDP) to: Port of Valleyfield Québec during the 2012 Sealift for furtherance to:  Polar Continental Shelf Program Natural Resources Canada Resolute, NU  <u>INVOICING/FACTURES</u> Polar Continental Shelf Program Natural Resources Canada 615 Booth St, Rm. 487 Ottawa, ON K1A 0E9	20,500 Litres	\$	\$0.0400	\$0.0910	\$	\$	\$
	<b>Drums/Barils &amp; Pallets/Palettes</b> Drums/Barils  Pallets/Palettes			100 drums / barils 25 pallets/ palettes	\$ /drum \$ /pallet				\$ /drum \$ /pallet	\$ /drum \$ /pallet
	<b>Handling/Manutention</b> Pallet handling (including strapping) /Manutention (incluant les courroie)			25 pallets/ palettes	\$ /pallet				\$ /pallet	\$ /pallet

Drum Marking Instructions for Requisition / Instructions de marquage de barils pour le numéro de commande 23239-13-0029  
 Drums to be marked as follows / Les barils doivent être identifiés comme suit: **Automotive Diesel Polar Continental Shelf Program - Resolute, NU**

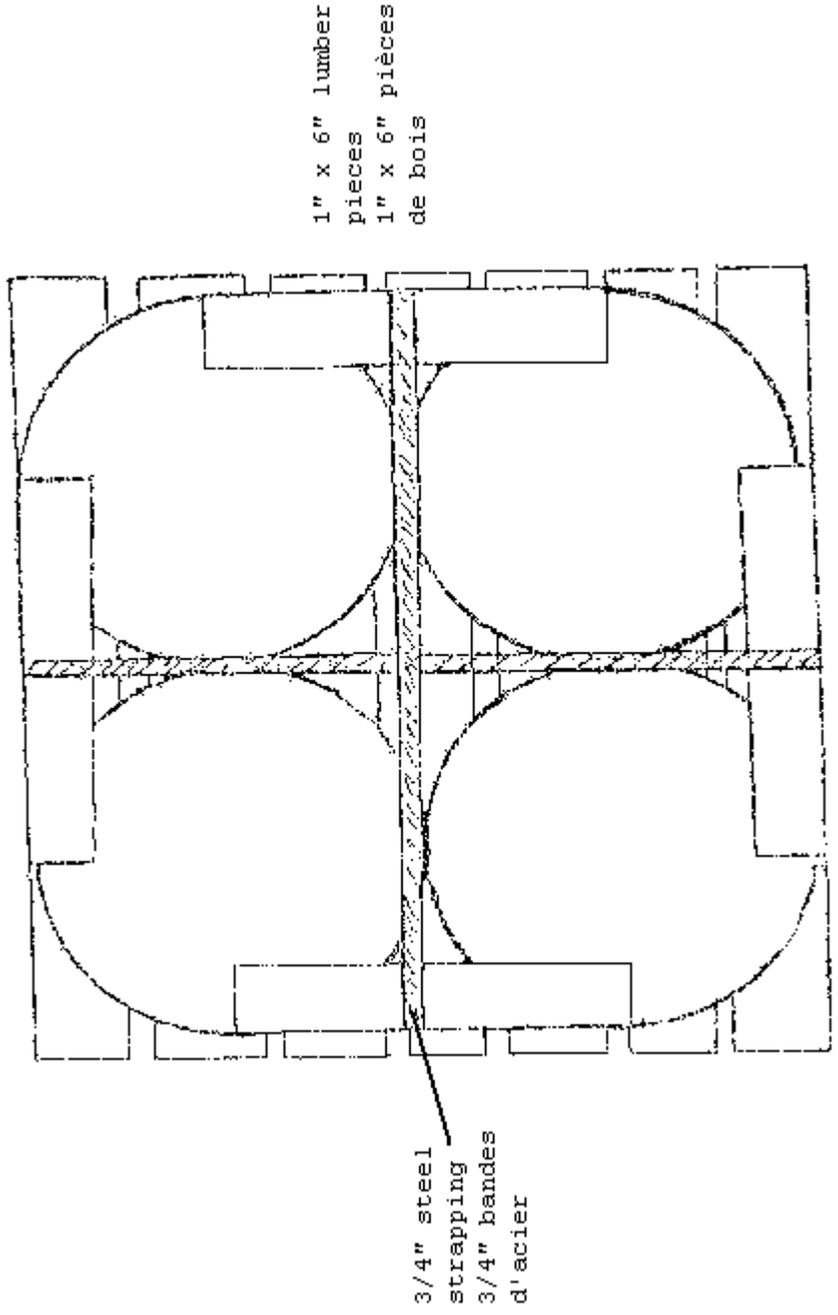
## Palletized Drummed Product Specification

## Spécification pour mettre palette les produits en barils

Eight pieces of 1" x 6" lumber forming angles on the top and side edges of the drums will be used. They will be fixed to the drums with 2 pieces of 3/4" bands of steel strapping.  
An additional band of steel strapping will encircle the waist of the four drums.

L'armature doit consister en huit pièces de bois de 1" x 6" réunies par paire; l'angle de chaque paire doit recouvrir le rebord supérieur des barils. Les pièces de bois doivent être fixées aux barils par deux bandes d'acier de 3/4". Une autre bande d'acier doit retenir les quatre barils ensemble par la taille.

### TOP VIEW / Vue supérieure



## Palletized Drummed Product Specification -

Continued

Eight pieces of 1" x 6" lumber forming angles on the top and side edges of the drums will be used. They will be fixed to the drums with 2 pieces of 3/4" bands of steel strapping.

An additional band of steel strapping will encircle the waist of the four drums.

## Spécification pour mettre les produits

**en barils - continué**

L'armature doit consister en huit pièces de bois de 1" x 6" réunies par paire; l'angle de chaque paire doit recouvrir le rebord supérieur des barils. Les pièces de bois doivent être fixées aux barils par deux bandes d'acier de 3/4". Une autre bande d'acier doit retenir les quatre barils ensemble par la taille.

### SIDE VIEW / Vue de côté

