

**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 AUTOMOTIVE DIESEL FUEL | |
| Solicitation No. - N° de l'invitation E60HL-13K201/A | Date 2013-04-15 |
| Client Reference No. - N° de référence du client E60HL-13K201 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HL-655-62588 | |
| File No. - N° de dossier hl655.E60HL-13K201 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-27 | |
| Time Zone Fuseau horaire Eastern Daylight Saving Time EDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Rochefort, Jean-F | Buyer Id - Id de l'acheteur hl655 |
| Telephone No. - N° de téléphone (819) 956-6273 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes | |

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 | CCG VESSEL QUEBEC CITY, QC FOR FURTHERANCE TO ENVIRONMENT CANADA EUREKA WEATHER STATION, EUREKA, NUNAVUT | I - 1 | Environment Canada - Andrea Faechner MSC-Atmospheric Monitoring-Programs Suite 150, 123 Main Street Winnipeg, MB R3C 4W2 |
| D - 1 | CCG VESSEL QUEBEC CITY, QC FOR FURTHERANCE TO ENVIRONMENT CANADA EUREKA WEATHER STATION, EUREKA, NUNAVUT | W0125 | DEPARTMENT OF NATIONAL DEFENCE SUPPLY CUSTOMER SUPPORT FLIGHT STN FORCES P.O.BOX 1000 ASTRA Ontario K0K3W0 Canada |



| 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 | AUTOMOTIVE DIESEL FUEL To supply automotive (On-Road) diesel fuel in accordance with CAN/CGSB 3.157-2007 (Latest issue) Type A (P50) Operability Cloud Point: -43°C Except Flash Point: 43°C Lubricity: 0.420MM HFRR or higher No additive required • • DELIVERY: The total quantity of fuel is to be delivered by tank wagon or pipeline into Canadian Coast Guard Ship (CCGS) Des Groseilliers at Québec City, Québec. | D - 1 | I - 1 | 650000 | LT | \$ \$ | 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 |
|-----------------|--|------------------------|-----------------------|------------|----------------------|---|---------------------------------|------------------------------|
| 2 | AUTOMOTIVE DIESEL FUEL To supply automotive (On-Road) diesel fuel in accordance with CAN/CGSB 3.157-2007 (Latest issue) Type A (P50) Operability Cloud Point: -43°C Except Flash Point: 43°C Lubricity: 0.420MM HFRR or higher No additive required • • DELIVERY: The total quantity of fuel is to be delivered by tank wagon or pipeline into Canadian Coast Guard Ship (CCGS) Des Groseilliers at Québec City, Québec. | D - 1 | W0125 | 100000 | LT | \$ | See Herein | |

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

To supply Automotive Diesel Fuel, as described on "Line Item Detail", by tank wagon or pipeline delivery into Canadian Coast Guard Ship (CCGS) Des Groseilliers to Québec City, Québec for furtherance to Eureka, Nunavut.

2.1 Comprehensive Land Claim Agreement

The following Comprehensive Land Claim Agreement applies to this procurement:

Nunavut Land Claim Agreement (NLCA) for deliveries to* Eureka. 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.

2.2 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. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. 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 Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 (2012-11-19) 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 |

1.2 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

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

2. 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.

3. 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.

3.1 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.

4. 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.

5. Delivery

It is required that delivery to be made on consecutive days during the period of June 15th, 2013 to June 17th, 2013.

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 line item detail 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

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

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

Source of Crude: _____

Name of Refinery: _____

Location: _____

2. Delivery

2.1 Delivery Type

The type of delivery that is being offered is by: Tank wagon_____ Pipeline_____

2.2 Delivery Lead Time

The delivery lead time offered is _____ working days.

Section II: Financial Bid

Bidders must submit their financial bids in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

a. Unit Price

The firm unit prices per litre 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.

The bidder must base its firm unit prices on the Reference Marker value in the Basis of Payment, section 6.1.4.

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. Unit Price Adjustments

At delivery, the unit prices effective will be the firm unit prices quoted in the successful bidder's proposal subject to adjustment in accordance with the Basis of Payment.

d. 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

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable a 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) Delivery requirement;

The delivery lead time offered will not be an evaluation factor.

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

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

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 evaluated bid price will be determined by the sum of (unit price x Quantity) of all items.

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 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 and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

2. Additionnal 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.

2.1 Federal Contractors Program - \$200,000 or more

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, 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, 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 Automotive Diesel Fuel as detailed under the "Line Item Detail".

2.1 Product Standard

The product(s) delivered by the contractor conform to the latest issue of Canadian General Standards Board (CGSB) Standard shown at "Line Item Detail."

2.2 Delivery Verification

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

2.2.1 Volume Corrected to 15°C

When Diesel fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes will be adjusted to 15°C in accordance with API-ASTM-IP Table 54B. When a delivery is made through a flow meter, the delivery slip will be provided with the invoice.

2.3 Inspection of Petroleum Products

Inspection of petroleum products supplied to Requisitioning Authorities will be conducted by the consignee at destination.

2.4 Delivery Type

The type of delivery that is being offered is: Tank wagon_____ Pipeline_____

2.5 Delivery Lead Time

A lead time of _____ working days will be required.

2.6 Quantity - Minimum/Maximum

A minimum delivery of 98 percent or a maximum delivery of 102 percent of the total quantity is acceptable to satisfy this requirement.

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2013-03-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery

Delivery must take place during the period of June 15th, 2013 to June 17th, 2013 to CCGS Des Groseilliers, at Québec City Port . The delivery must be done on consecutive days during the daytime. The Contractor will contact the Project Authority 48 hours prior to the arrival of each truck at the site (Québec Base). Contractor must provide a booster pump (installed on a small truck, and stay alongside the dock) beside the vessel.

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

Logistics, Electrical, Fuel & Transportation Directorate

Fuel & Construction Products - HL Division

Place du Portage III, 7A2

11 Laurier Street

Gatineau, Québec K1A 0S5

Tel: (819) 956-6273

Email: 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 is:

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

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:

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 unit price, as shown in "Line Item Detail" subject to upward or downward adjustment for the day of delivery as identified below.

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

Goods and Services Tax, Federal Excise Tax and Territorial Fuel Tax is extra to the unit price, if applicable.

6.1.1 Unit Prices / Taxes

The unit prices on "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.

6.1.2 Basis for Unit Price Adjustment - OBG

For Automotive (On-Road) Diesel Fuel:

a) The "Average Canadian Unbranded Rack Price" for "ULSD No.1", published in the Oil Buyer's Guide (OBG) will be the Reference Marker.

b) Designated Centre - The Centre, from which the reference price will be selected to calculate the adjustment to the unit prices, is Montréal, Québec.

Product as described in the Line Item Detail

Automotive Diesel Fuel,
CAN/CGSB 3.517-2007 (Latest Issue),
Type A (P-50), Operability Cloud
Point -43°C; Except Flash Point of
43°C and Lubricity of 0.420mm
HFRR.

Product as described in the Oil Buyers' Guide

ULSD No. 1

Designated Centre

Montreal, QC

6.1.3 Method of Calculating Unit Price Adjustments

The unit price adjustment effective, for the delivery dates, will be the difference between the applicable Reference Marker value below* and the applicable Reference Marker value for the Friday just prior to the vessel loading date plus (+) the firm unit price in the "Line Item Detail".

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

6.1.4 Reference Marker Value

* the Reference Marker value for April 5, 2013 is **\$0.90/L.

**To ensure fairness to all suppliers, the Quebec Government Green Fund duties and AEE fees, currently \$0.0116/L, is added to the OBG posted price for Ultramar for ULS Diesel, Montreal.

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

6.1.6 SACC Manual Clauses

| SACC ID | Title | Date |
|---------|----------------|------------|
| H1000C | Single Payment | 2008-05-12 |

6.2 Provincial Fuel Tax

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

6.3 Federal Excise Tax - Exemption

Any diesel fuel ordered hereby for heating or for use in the generation of electricity as outlined in sections 3 and 4 of part VI of schedule III of the Excise Tax Act is exempt of Federal Excise Tax. The automotive diesel fuel identified in this contract, is for use in the generation of electricity, and is therefore exempt from the Federal Excise Tax.

6.4 Payment of Invoices by Credit Card

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

7. Invoicing Instructions

7.1 Invoicing Instructions (for ITEM 1 - Environment Canada)

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity).

The Reference #, indicated on page 2 at "Destination Detail" must be included on the invoice.

7.2 Invoicing Instructions (for ITEM 2 - DND)

All invoices, shipping bills and packing slips must show the PWGSC file number, contract number and financial coding.
invoices:

1. Invoices must be submitted on Supplier's own invoice form, made out to the consignee, and must be prepared to show:
 - a) the date;
 - b) name and address of the consignee;
 - c) item number, quantity, part number, reference number and description;
 - d) contract number.
 - e) the Reference #, indicated on page 2 at "Destination Detail" must be included on the invoice.
2.
 - a) The original and one (1) copy of all invoices are to be forwarded to the appropriate consignee(s);
 - b) One (1) copy will be forwarded to:
Department of Public Works and Government Services
Fuel & Construction Products Division, CASMS
7A2, Place du Portage, Phase III
11 Laurier Street, Gatineau, QC K1A 0S5
Attention: _____
 - c) One (1) copy will be forwarded to:
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Canada K1A 0K2
Attention: _____

Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and/or other documents called for under this contract.
3. Invoices are not to be submitted prior to shipment of material.

8. 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.

9. 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)*

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2012-03-02) General Conditions-Goods (Medium Complexity);
- (c) Requirement "Line Item Detail";
- (d) the Contractor's bid dated _____.

11. Defence Contract *(for DND only)*

SACC Manual clause A9006C (2008-05-12) Defence Contract

12. SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

| SACC ID | Title | Date |
|---------|------------------------------------|------------|
| D3010C* | Dangerous Goods/Hazardous Products | 2012-07-16 |
| D3015C | Dangerous Goods/Hazardous Products | 2007-11-30 |
| B1505C | Shipment of Hazardous Materials | 2006-06-16 |

* *(for DND only)*

13. 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.

14. Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered: DDP Delivered Duty Paid into CCGS Des Groseilliers at Québec City Port, Québec, 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.
3. The point of custody transfer will be at the ship manifold, where inspection samples may be taken.