

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

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 Furnace Fuel	
Solicitation No. - N° de l'invitation H3551-132722/A	Date 2013-11-01
Client Reference No. - N° de référence du client HC	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-108-8721	
File No. - N° de dossier WPG-3-36182 (108)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-16	Time Zone Fuseau horaire Central Standard Time CST
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: Perkins, Bill	Buyer Id - Id de l'acheteur wpg108
Telephone No. - N° de téléphone (204) 983-0275 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH REgional Director MSB Man Reg Suite 300-391 York Ave WINNIPEG Manitoba R3C4W1 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

Public Works and Government Services Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

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

FUEL HEATING OIL

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Annex A of the resulting contract clauses.

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 (2013-06-01) 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. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** 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.

4. Applicable Laws

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

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)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

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.

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) must be shown separately, if applicable.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

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

1.1.1 Mandatory Technical Criteria

- a) Compliance with meeting all of the mandatory specification requirements, as identified under Annex "A", Requirement.
- b) Compliance with the Basis of Payment, as identified under Annex "B".
- c) Compliance with delivery time lines as identified herein.

Failure to meet any of the mandatory requirements at solicitation close will render your submission non-compliant and given no further consideration.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

2. Basis of Selection

2.1 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

3. Security Requirement

There is no security requirement.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must supply and deliver in accordance with the Requirement 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 Manual issued by Public Works and Government Services Canada. (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>)

3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before **March 31, 2014**.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Bill Perkins
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB R3C 2Z1
Telephone: (204) 983-0275
Facsimile: (204) 983-7796
E-mail address: bill.perkins@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:

RCMP Project Authority

Contact information TBA at award of Contract

Health Canada Project Authority

Contact information TBA at award of Contract

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: _____

Title: _____

Telephone : ____ _

Facsimile: ____ _

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm unit price", as specified in the contract for a cost of \$ TBD . Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

6.4 SACC Manual Clauses

B1505C

Shipment of Hazardous Goods

2006-06-16

7. Invoicing Instructions

7.1 Invoicing Instructions

- 7.1.1. 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.

8. Certifications

- 8.1** 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 Manitoba

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 (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

11. Risk Management

11.1 Risk Management Plan

The Contractor shall develop, implement and maintain a Risk Mitigation Plan to identify and control risk related to their operations in performance of this contract. Such plan shall be in accordance with Treasury Board Secretariat Risk Management Policy accessible at www.tbs-sct.gc.ca/pubs_pol/dcgpubs/riskmanagement/siglist_e.asp

Finally, the contractor shall submit the Risk Management Plan prior to commencement of any work and incorporate any modifications as may be reasonably suggested by the Technical Authority. Development and implementation of the plan is the responsibility of the contractor and shall be updated to address evolving risk elements during the conduct of the work. Primarily, such a plan should address, with particular importance, all elements of risk relating to Bodily Injury, Health and Safety including any applicable laws in the government jurisdiction of the operation.

11.2 Personal Injury

It is understood and agreed that Her Majesty will not be liable for claims in respect of death, disease, illness, injury or disability which may arise in carrying out the services as defined herein. The Contractor agrees not to make any claims against Her Majesty in respect of any of the foregoing contingencies.

11.3 Environment

The Contractor will ensure that any hazardous waste associated with work herein is disposed of according to current Provincial and Federal regulations determined by the Contractor's geographical area.

12. SACC Manual Clauses

A9068C

Government Site Regulations

2010-01-11

12.1 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C" . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

ANNEX "A" - REQUIREMENT**PART I****SUPPLY AND DELIVERY OF AUTOMOTIVE FUEL AND DIESEL HEATING FUEL FOR
VARIOUS RCMP DETACHMENTS IN NORTHERN MANITOBA****REQUIREMENT**

The Contractor shall supply and deliver Automotive Fuel and Diesel Heating Fuel in accordance with the National Standard of Canada, CAN/CGSB standards identified in this solicitation document to various remote RCMP Detachments located in Northern Manitoba.

MANDATORY DELIVERY

Delivery is to made via Winter Roads as soon as they open in late January/February 2012. The Contractor shall make complete delivery on or before MARCH 31st 2013. (WINTER ROADS PERMITTING).

It shall be the CONTRACTOR'S RESPONSIBILITY to contact Transport Canada and/or Province of Manitoba Highways Department to determine the opening of the WINTER ROADS and to ensure COMPLETE DELIVERY ON OR BEFORE MARCH 31st 2013, winter roads permitting.

CONSIGNEE

Shipment shall be consigned FOB DESTINATION including all delivery and offloading charges to:

Various RCMP Detachments. (see herein)

NOTE: PRIOR TO DELIVERY - Upon contract award the Contractor shall contact the various RCMP detachments to confirm logistical arrangements for delivery at the detachments and ensure the RCMP members will be present to accept delivery at the Destination.

RCMP Shamattawa Detachment - Shamattawa, Manitoba

Home Heating Fuel, Automotive Fuel

RCMP Little Grand Rapids Detachment - Little Grand Rapids, Manitoba

Automotive Fuel, Diesel Fuel

RCMP Oxford House Detachment - Oxford House, Manitoba

Automotive Fuel, Diesel Fuel

RCMP Stevenson Island Detachment - Stevenson Island, Manitoba

Automotive Fuel & Clear Diesel

RCMP Lac Brochet Detachment - Lac Brochet, Manitoba

Home Heating Fuel

RCMP Gods Lake Narrows Detachment - Gods Lake Narrows, Manitoba

Automotive Fuel

RCMP Tadoule Lake Detachment - Tadoule Lake, Manitoba

Home Heating Fuel

AUTOMOTIVE FUEL:

Automotive fuel will be used by the Crown to operate their RCMP vehicles. The Contractor will be responsible to safely pump the fuel into government owned tanks located at the Detachment.

DIESEL HEATING FUEL:

Diesel Heating Fuel will be used to heat the detachment, residences and generator. The Contractor will be responsible to safely pump the fuel into government owned tanks located at the Detachment.

QUALIFIED PRODUCTS

The material identified in the Canadian or the U.S. Qualified Products List under Qualification Reference Number CAN/CGSB 3.5-2011, or latest edition of automotive fuel shall be supplied. The Supplied material shall comply with all conditions set forth in the Qualified Certificates in the Letter of Recognition that was granted for this material. (derived from - Provenant de: B2000D, 01/06/91)

FOR HEATING FUEL:

The material identified in the Canadian or the U.S. Qualified Products List under Qualification Reference Number CAN/CGSB 3.5-2011, or latest edition of heating fuel shall be supplied. The Supplied material shall comply with all conditions set forth in the Qualified Certificates in the Letter of Recognition that was granted for this material. (derived from - Provenant de: B2000D, 01/06/91)

METERED TRUCKS

Delivery trucks must be equipped with meters capable of giving printed meter slips.

The Contractor is to provide printed meter slips for each delivery of petroleum products.

Meters will measure in litres.

(Derived from - Provenant de: D0022D, 01/06/91)

WHMIS REGULATIONS

The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) thereunder in accordance with the said Act and regulation(s) accompanied by the Material Safety Data Sheet(s) completed in either English or French.

DANGEROUS GOODS

It is the responsibility of the Contractor to ensure proper labelling and packaging in the supply and shipping of dangerous goods and hazardous products to the Government of Canada.

Canada shall not be held liable for any damages caused by improper packaging, labelling or carriage of goods/products.

All merchandise labels are to be clearly marked with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.

Contractors must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws, by-laws and acts of Parliament.

SUPPLIER FUEL SPILL

Supplier fuel spills occurring at the delivery site are the responsibility of the supplier. Spills are to be cleaned-up by the supplier or the supplier is to arrange and pay for the clean-up at the delivery sites. The supplier is to notify the Project Authority and PWGSC Contracting Officer by telephone, as soon as possible after the occurrence, followed by a written incident report detailing the situation.

PALLETS:

Only non returnable pallets are acceptable.

DRUMS:

Any 205 litre drums which are supplied under the Contract shall have closures oversealed with "Tri-sure" or "Rieke" seals. The Supplier shall identify returnable drums by either embossing them with the Company name, symbol, crest or hallmark; by attaching a metal plate to the drum, by stencilling or by some other means acceptable to Her Majesty. The supplier shall grant to Her Majesty credit in full for each drum returned in good condition freight prepaid to the following address:

ACCEPTANCE:

The work provided shall be subject to acceptance by the RCMP Detachment Consignee at destination.

INSPECTION:

The work provided shall be subject to inspection by the RCMP Detachment Consignee at destination.

DELIVERY VERIFICATION:

The Supplier shall supply a printed meter slip or standard commercial delivery slip with each delivery of product.

VOLUME CORRECTED TO 15°C:

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

DELIVERY INTO STORAGE - APPROPRIATE FILL NOZZLE

Several requirements listed in this requirement may require the use of Cam lock or Special type fill nozzles of various sizes. Bidders must review the information provided herein to ensure that they are capable of supplying fuel using the appropriate fill nozzles.

After the issuance of the Contract, the Supplier MUST contact each of the RCMP Detachment Contact Points, prior to the start of the Contract period, to confirm that the Supplier will be capable of supplying fuel with the appropriate fill nozzles. It is recommended that the Supplier contact the Requisitioning Authority well in advance of the start of the Contract to ensure certainty of supply. If the Supplier determines, at that time, that it is not capable of supplying fuel it must immediately contact the Contracting Officer (name provided on the front page of the Contract).

If, at any time during the Contract, the Supplier arrives at a location and does not have the appropriate fill nozzle it is NOT to supply fuel. Under no circumstances is the Supplier to force the nozzle in the fill nozzle opening (or damage in any way the fill nozzle opening) or fill through the overflow opening, or fill the storage tank in any other way. The Supplier must immediately contact the RCMP Requisitioning Authority and PWGSC Contracting Officer (stated on the front page of the Contract) and inform them of the situation.

If the Supplier does not have the appropriate nozzle and was previously informed, either by the Contract, the RCMP Requisitioning Authority or the PWGSC Contracting Officer, of the delivery requirements, the Supplier remains responsible for the delivery of the fuel and must make alternate delivery arrangements, with the appropriate fill nozzle, prior to the storage tank running dry. Any damage that occurs to equipment or facilities as a result of the tanks running dry under these circumstances is the responsibility of the Supplier.

If the Supplier has not been informed of a change to the storage tank fill nozzle opening, the Supplier must not supply fuel and must contact the RCMP Requisitioning Authority and PWGSC Contracting Officer (name provided on the front page of the Standing Offer) and PWGSC will make alternate arrangements for delivery.

MATERIAL:

Material supplied shall be new and conform to the latest issue of the applicable purchase description, specification and/or standard specified herein, in effect on the closing date of the solicitation.

STORES CERTIFICATIONS

The item(s) offered conform(s) strictly with the purchase description, including packaging requirements and quality assurance provisions if applicable, contained in the bid solicitation.

PRODUCT STANDARD

The product delivered by the Supplier shall be in accordance with the product description, and instructions where applicable, shown within the document and shall conform to the Canadian General Standards Board (CGSB) Standard indicated herein

SPECIFICATIONS - CGSB

A copy of the CGSB standards referred to herein is available and may be purchased from:

CGSB Sales Centre

Place du Portage, Phase III, 6B1

Solicitation No. - N° de l'invitation

H3551-132722/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg108

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

HC

File No. - N° du dossier

WPG-3-36182

CCC No./N° CCC - FMS No/ N° VME

11 Laurier Street
Hull, Quebec K1A 1G6

Phone: (819) 956-0425, or
1-800-665-CGSB (Canada only)
Fax: (819) 956-5644

Internet address: <<http://www.pwgsc.gc.ca/cgsb>>

EXCHANGE RATE FLUCTUATION

Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive. (Derived from - Provenant de: C3011T, 01/12/00)

STORES CERTIFICATIONS

The item(s) offered conform(s) strictly with the purchase description, including packaging requirements and quality assurance provisions if applicable, contained in the bid solicitation.

**ANNEX A - PART II
REQUIREMENT 2013
SUPPLY AND DELIVERY OF FURNACE FUEL OIL FOR
VARIOUS HEALTH CANADA NURSING STATIONS IN NORTHERN MANITOBA**

REQUIREMENT

The Contractor shall supply and deliver Fuel Heating Oil, Type 1, Cloud and Pour Point -40 degree celcius, CAN/CBSB -3.2 -99, as applicable latest issue, in accordance with the National Standard of Canada, to various remote Health Canada Nursing Stations in Northern Manitoba. The Contractor will be responsible to safely pump the fuel into government owned tanks located at Health Canada.

MANDATORY DELIVERY

Delivery is to be made via Winter Roads as soon as they open in late January/early February 2012. The Contractor shall make complete delivery on or before March 31st 2012. (WINTER ROADS PERMITTING).

It shall be the CONTRACTOR'S RESPONSIBILITY to contact Transport Canada and/or Province of Manitoba Highways Department to determine the opening of the WINTER ROADS and to ensure COMPLETE DELIVERY ON OR BEFORE March 31st 2012, winter roads permitting.

CONSIGNEE

Shipment shall be consigned FOB DESTINATION including all delivery and offloading charges to: Various Health Canada Nursing Stations (see herein)

NOTE: PRIOR TO DELIVERY - Upon contract award the Contractor shall contact the various Health Canada Nursing Stations to confirm logistical arrangements for delivery at the station and ensure the Health Canada representative will be present to accept delivery at the Destination.

NURSING STATION LOCATIONS FOR FURNACE 50 FUEL OIL	
Bloodvein Nursing Station, Bloodvein, Manitoba	Brochet Nursing Station Brochet, Manitoba
Cross Lake Nursing Station, Cross Lake, Manitoba	God's Lake Narrows Nursing Station, God's Lake Narrows, Manitoba
God's River Nursing Station, God's River, Manitoba	Lac Brochet Nursing Station, Lac Brochet, Manitoba
Little Grand Rapids Nursing Station, Little Grand Rapids, Manitoba	Nelson House Nursing Station, Nelson House, Manitoba
Norway House Hospital, Norway House, Manitoba	Oxford House Nursing Station, Oxford House, Manitoba
Paungassi Nursing Station, Paungassi, Manitoba	Percy E Moore Hospital, Hodgson, Manitoba
Poplar River Nursing Station, Poplar River, Manitoba	Shamattawa Nursing Station, Shamattawa, Manitoba
South Indian Nursing Station, South Indian, Manitoba	Split Lake Nursing Station, Split Lake, Manitoba
St. Theresa Point Nursing Station St. Theresa Point, Manitoba	Tadoule Lake Nursing Station, Tadoule Lake, Manitoba

York Landing Nursing Station, York Landing, Manitoba	
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HEALTH CANADA PROJECT AUTHORITY:

Contact to be inserted at contract award.

DIESEL HEATING FUEL:

Diesel Heating Fuel will be used to heat the nursing station, residences and to operate emergency generators. The Contractor will be responsible to safely pump the fuel into government owned tanks located at the nursing stations.

QUALIFIED PRODUCTS

The material identified in the Canadian or the U.S. Qualified Products List under Qualification Reference Number CAN/CGSB 3.5-2011, or latest edition of automotive fuel shall be supplied. The Supplied material shall comply with all conditions set forth in the Qualified Certificates in the Letter of Recognition that was granted for this material. (derived from - Provenant de: B2000D, 01/06/91)

FOR HEATING FUEL:

The material identified in the Canadian or the U.S. Qualified Products List under Qualification Reference Number CAN/CGSB 3.5-2011, or latest edition of heating fuel shall be supplied. The Supplied material shall comply with all conditions set forth in the Qualified Certificates in the Letter of Recognition that was granted for this material. (derived from - Provenant de: B2000D, 01/06/91)

METERED TRUCKS

Delivery trucks must be equipped with meters capable of giving printed meter slips.
The Contractor is to provide printed meter slips for each delivery of petroleum products.
Meters will measure in litres.
(Derived from - Provenant de: D0022D, 01/06/91)

WHMIS REGULATIONS

The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) thereunder in accordance with the said Act and regulation(s) accompanied by the Material Safety Data Sheet(s) completed in either English or French.

DANGEROUS GOODS

It is the responsibility of the Contractor to ensure proper labeling and packaging in the supply and shipping of dangerous goods and hazardous products to the Government of Canada.

Canada shall not be held liable for any damages caused by improper packaging, labeling or carriage of goods/products.

All merchandise labels are to be clearly marked with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.

Contractors must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial and municipal laws, by-laws and acts of Parliament.

SUPPLIER FUEL SPILL

Supplier fuel spills occurring at the delivery site are the responsibility of the supplier. Spills are to be cleaned-up by the supplier or the supplier is to arrange and pay for the clean-up at the delivery sites. The supplier is to notify the Project Authority and PWGSC Contracting Officer by telephone, as soon as possible after the occurrence, followed by a written incident report detailing the situation.

ACCEPTANCE:

The work provided shall be subject to acceptance by the Health Canada Nursing Station Consignee at destination.

INSPECTION:

The work provided shall be subject to inspection by the Health Canada Nursing Station Consignee at destination.

DELIVERY VERIFICATION:

The Supplier shall supply a printed meter slip or standard commercial delivery slip with each delivery of product.

VOLUME CORRECTED TO 15°C:

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

DELIVERY INTO STORAGE - APPROPRIATE FILL NOZZLE

Several requirements listed in this requirement may require the use of Cam lock or Special type fill nozzles of various sizes. Bidders must review the information provided herein to ensure that they are capable of supplying fuel using the appropriate fill nozzles.

After the issuance of the Contract, the Supplier MUST contact each of the Health Canada Nursing Station Contact Points, prior to the start of the Contract period, to confirm that the Supplier will be capable of supplying fuel with the appropriate fill nozzles. It is recommended that the Supplier contact the Requisitioning Authority well in advance of the start of the Contract to ensure certainty of supply. If the Supplier determines, at that time, that they are not capable of supplying fuel they must immediately contact the Contracting Officer (name provided on the front page of the Contract).

If, at any time during the Contract, the Supplier arrives at a location and does not have the appropriate fill nozzle it is NOT to supply fuel. Under no circumstances is the Supplier to force the nozzle in the fill nozzle opening (or damage in any way the fill nozzle opening) or fill through the overflow opening, or fill the storage tank in any other way. The Supplier must immediately contact the Health Canada Project Authority and PWGSC Contracting Officer (stated on the front page of the Contract) and inform them of the situation.

If the Supplier does not have the appropriate nozzle and was previously informed, either by the Contract, the Health Canada Project Authority or the PWGSC Contracting Officer, of the delivery requirements,

the Supplier remains responsible for the delivery of the fuel and must make alternate delivery arrangements, with the appropriate fill nozzle, prior to the storage tank running dry. Any damage that occurs to equipment or facilities as a result of the tanks running dry under these circumstances is the responsibility of the Supplier.

If the Supplier has not been informed of a change to the storage tank fill nozzle opening, the Supplier must not supply fuel and must contact the Health Canada Project Authority and PWGSC Contracting Officer (name provided on the front page of the Contract) and PWGSC will make alternate arrangements for delivery.

MATERIAL:

Material supplied shall be new and conform to the latest issue of the applicable purchase description, specification and/or standard specified herein, in effect on the closing date of the solicitation.

STORES CERTIFICATIONS

The item(s) offered conform(s) strictly with the purchase description, including packaging requirements and quality assurance provisions if applicable, contained in the bid solicitation.

PRODUCT STANDARD

The product delivered by the Supplier shall be in accordance with the product description, and instructions where applicable, shown within the document and shall conform to the Canadian General Standards Board (CGSB) Standard indicated herein

SPECIFICATIONS - CGSB

A copy of the CGSB standards referred to herein is available and may be purchased from:

CGSB Sales Centre

Place du Portage, Phase III, 6B1
11 Laurier Street
Hull, Quebec K1A 1G6

Phone: (819) 956-0425, or
1-800-665-CGSB (Canada only)
Fax: (819) 956-5644

Internet address: <<http://www.pwgsc.gc.ca/cgsb>>

EXCHANGE RATE FLUCTUATION

Exchange rate fluctuation protection is not offered for this requirement. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive. (Derived from - Provenant de: C3011T, 01/12/00)

STORES CERTIFICATIONS

The item(s) offered conform(s) strictly with the purchase description, including packaging requirements and quality assurance provisions if applicable, contained in the bid solicitation.

Solicitation No. - N° de l'invitation

H3551-132722/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

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

HC

File No. - N° du dossier

WPG-3-36182

CCC No./N° CCC - FMS No/ N° VME

ANNEX B - BASIS OF PAYMENT

You are requested to quote Firm Unit Price(s) including all delivery charges, GST Extra, F.O.B. Destination to the destinations detailed herein.

Item #	Part I Description: Requirement for RCMP - Northern Manitoba	Estimated Quantities	Unit Price	Extended Price
1	Supply of Home Heating Fuel National Standard of Canada, CAN/CGSB-3.2-2013, latest edition, Type 0, pour point -45 degrees celsius and cloud point -40 degrees celsius (P-50) Delivery: RCMP Shamattawa Detachment, Shamattawa, MB	25,000 litres	\$_____ /litre	\$
2	Supply of Automotive Fuel National Standard of Canada, CAN/CGSB-3.5-2011 latest edition, grade 2 Delivery: RCMP Shamattawa Detachment, Shamattawa, MB	10,000 litres	\$_____ /litre	\$
3	Supply of Automotive Fuel National Standard of Canada, CAN/CGSB-3.5-2011 latest edition, grade 2 Delivery: RCMP God's Lake Narrows Detachment, God's Lake Narrows, MB	14,000 litres	\$_____ /litre	\$
4	Supply of Clear Diesel Fuel for Detachment Generator National Standard of Canada, CAN/CGSB-3.2-2013, latest edition, Type 0, pour point -45 degrees celsius and cloud point -40 degrees celsius (P-50) Delivery: RCMP Stevenson Island Detachment, Stevenson Island, MB	800 litres	\$_____ /litre	\$
5	Supply of Automotive Fuel National Standard of Canada, CAN/CGSB-3.5-2011 latest edition, grade 2 Delivery: RCMP Stevenson Island Detachment, Stevenson Island, MB	24,000 litres	\$_____ /litre	\$
6	Supply of Automotive Fuel National Standard of Canada, CAN/CGSB-3.5-2011 latest edition, grade 2 Delivery: RCMP Oxford House Detachment, Oxford House, MB	13,000 litres	\$_____ /litre	\$

7	Supply of Clear Diesel Fuel for Detachment Generator National Standard of Canada, CAN/CGSB-3.2-2013, latest edition, Type 0, pour point -45 degrees celsius and cloud point -40 degrees celsius (P-50) Delivery: RCMP Oxford House Detachment, Oxford House, MB	800 litres	\$_____ /litre	\$
8	Supply of Automotive Fuel National Standard of Canada, CAN/CGSB-3.5-2011 latest edition, grade 2 Delivery: RCMP Little Grand Rapids Detachment, Little Grand Rapids, MB	17,400 litres	\$_____ /litre	\$
9	Diesel Fuel Require six (6) 45 Gallon Barrels Delivery: RCMP Little Grand Rapids Detachment, Little Grand Rapids, MB	1,230 litres	\$_____/litre	\$
10	Supply of Home Heating Fuel National Standard of Canada, CAN/CGSB-3.2-2013, latest edition, Type 0, pour point -45 degrees celsius and cloud point -40 degrees celsius (P-50) Delivery: RCMP Tadoule Lake Detachment, Tadoule Lake, MB	700 litres	\$_____/litre	\$
11	Supply of Home Heating Fuel National Standard of Canada, CAN/CGSB-3.2-2013, latest edition, Type 0, pour point -45 degrees celsius and cloud point -40 degrees celsius (P-50) Delivery: RCMP Lac Brochet Detachment, Lac Brochet, MB	1,600 litres	\$_____/litre	\$
12	Dip Stick for RCMP Oxford House Detachment	1	\$_____ each	\$
Part 1: Evaluation total for all deliveries to the various RCMP Detachments - FOB Destination, including all delivery charges, GST extra, PST exempt 390516-0				\$

You are requested to quote Firm Unit Price(s) including all delivery charges, GST Extra, F.O.B. Destination to the destinations detailed herein

Item #	Part 2: Description: Requirement for Health Canada - Northern Manitoba - Supply of Furnace 50 Fuel Oil National Standard of Canada, Fuel Heating Oil, Type 1, cloud and pour -40 degree celcius, CAN/CBSB -3.2-2013	Est. Qty	Unit Price	Extended Price
13	Delivery: FOB Destination Bloodvein Nursing Station. Bloodvein, Manitoba.	500 litres	\$_____/litre	\$
14	Delivery: FOB Destination Brochet Nursing Station. Brochet, Manitoba.	23,000 litres	\$_____/litre	\$
15	Delivery: FOB Destination Cross Lake Nursing Station. Cross Lake, Manitoba.	1,000 litres	\$_____/litre	\$
16	Delivery: FOB Destination Gods Lake Narrows Nursing Station. Gods Lake Narrows, Manitoba.	500 litres	\$_____/litre	\$
17	Delivery: FOB Destination Gods River Nursing Station. Gods River, Manitoba.	500 litres	\$_____/litre	\$
18	Delivery: FOB Destination Lac Brochet Nursing Station. Lac Brochet , Manitoba.	21,500 litres	\$_____/litre	\$
19	Delivery: FOB Destination Little Grand Rapids Nursing Station, Little Grand Rapids, Manitoba.	300 litres	\$_____/litre	\$
20	Delivery: FOB Destination Nelson House Nursing Station. Nelson House, Manitoba.	1,000 litres	\$_____/litre	\$
21	Delivery: FOB Destination Norway House Hospital. Norway House, Manitoba.	1,500 litres	\$_____/litre	\$
22	Delivery: FOB Destination Oxford House Nursing Station. Oxford House, Manitoba.	800 litres	\$_____/litre	\$
23	Delivery: FOB Destination Pauingassi Nursing Station, Pauingassi, Manitoba.	300 litres	\$_____/litre	\$
24	Delivery: FOB Destination Percy E Moore Hospital Hodgson, Manitoba	2,500 litres	\$_____/litre	\$
25	Delivery: FOB Destination Poplar River Nursing Station. Poplar River, Manitoba.	500 litres	\$_____/litre	\$
26	Delivery: FOB Destination Shamattawa Nursing Station. Shamattawa, Manitoba.	35,000 litres	\$_____/litre	\$
27	Delivery: FOB Destination South Indian Lake Nursing Station. South Indian Lake, Manitoba.	2,000 litres	\$_____/litre	\$
28	Delivery: FOB Destination Split Lake Nursing Station. Split Lake, Manitoba.	1,000 litres	\$_____/litre	\$
29	Delivery: FOB Destination St. Theresa Point Nursing Station. St. Theresa Point, Manitoba.	1,000 litres	\$_____/litre	\$
30	Delivery: FOB Destination Tadoule Lake Nursing Station. Tadoule Lake, Manitoba.	28,000 litres	\$_____/litre	\$
31	Delivery: FOB Destination York Landing Nursing Station. York Landing, Manitoba.	1,000 litres	\$_____/litre	\$
Part 2: Evaluation total for all deliveries to the various Health Canada - Nursing Stations FOB Destination, including all delivery charges, GST extra, PST exempt 390516-0				\$

Solicitation No. - N° de l'invitation

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WPG-3-36182

Buyer ID - Id de l'acheteur

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CCC No./N° CCC - FMS No/ N° VME

Item #	Description: Evaluation Summary	
Part 1	Evaluation total for all deliveries to the various RCMP detachments FOB Destination, including all delivery charges	\$
Part 2	Evaluation total for all deliveries to the various Health Canada Nursing Stations FOB Destination, including all delivery charges	\$
FINAL EVALUATION PRICE: (TOTAL OF PART 1 and PART 2)		\$

ANNEX "C" - INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (30) (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (q) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (r) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada

to

agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection

-
- (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Environmental Impairment Liability Insurance - G2040C

1. The Contractor must obtain Type 2 insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Type 2 policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - (b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (c) Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (d) Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.