

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-14K201/A	Date 2014-03-24
Client Reference No. - N° de référence du client E60HL-14K201	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-604-64910	
File No. - N° de dossier hl604.E60HL-14K201	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-05-05	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Burke, Robert	Buyer Id - Id de l'acheteur hl604
Telephone No. - N° de téléphone (819) 956-3852 ()	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 Desgrossilliers Canadian Coast Guard Base 101 Blvd Champlain Quebec Quebec	1-1	Environment Canada - Andrea Faechner MSC-Atmospheric Monitoring Programs 123 Main St., suite 150 Winnipeg Manitoba R3C 4W2 Canada
D-1	CCG Desgroseilliers Canadian Coast Guard Base 101 Blvd Champlain Quebec Quebec	1-2	DEPARTMENT OF NATIONAL DEFENCE WCE Contracts - 8 Wing Trenton P.O. Box 1000 Stn Forces ASTRA Ontario K0K3W0 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	<p>AUTOMOTIVE DIESEL FUEL (P50) To supply automotive (on-road) diesel fuel, for Environment Canada, in accordance with CAN/CGSB 3.157-2013 (Iasest issue) Type A (P50) Operability Cloud Point: -43°C Except Flash Point: 43°C Lubricity: 0.420MM HFRR or higher. No additive required</p> <ul style="list-style-type: none"> 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	1-1	650000	LT	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	<p>AUTOMOTIVE DIESEL FUEL (P50) To supply automotive (on-road) diesel fuel, for DND, in accordance with CAN/CGSB 3.157-2013 (Latest issue) Type A (P50) Operability Cloud Point: -43°C Except Flash Point: 43°C Lubricity: 0.420MM HFRR or higher. No additive required</p> <ul style="list-style-type: none"> 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	1-2	100000	LT	\$	XXXXXXXXXXXX		See Herein	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

To supply Automotive Diesel Fuel, as described in "Line Item Detail", by tank wagon or pipeline delivery into Canadian Coast Guard Ship (CCGS) Des Groseilliers in 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.

3. Debriefings

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.

4. 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)*.

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 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 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 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(s) is eliminated, and the enquiry can be answered 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 _____.

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.

Solicitation No. - N° de l'invitation

E60HL-14K201/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hl604E60HL-14K201

Buyer ID - Id de l'acheteur

hl604

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

E60HL-14K201

CCC No./N° CCC - FMS No/ N° VME

5. Delivery

Delivery is to take place on consecutive days during the period of July 19th, 2014 to July 21, 2014.

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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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, Part 6, 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 full and complete evaluation.

1.1.1 Mandatory Technical Criteria

Technical compliance

1.2 Financial Evaluation

The Bidder must bid a firm price in Canadian funds, applicable taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered.

1.2.1 Evaluation Criteria - Financial

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

- (a) Compliance with the basis of payment;

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 associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions 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" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml).

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" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide Automotive Diesel Fuel as detailed on page 3 and 4 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 and Acceptance

The goods provided must be subject and acceptance Inspection 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 (2014-03-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery

Delivery must take place on consecutive days during the period of July 19th, 2014 to July 21, 2014 to CCGS Des Groseilliers, at Québec City Port. The Contractor must make an effort to finalize deliveries by end of day Sunday, July 20, 2014.

The Contractor must contact the Canadian Coast Guard One (1) hour prior to arrival of each tank wagon on site. The contact phone number on board ship is 418-563-3195.

Contractor must provide a booster pump (installed on a small truck), that will remain alongside the dock beside the vessel.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Robert Burke

Public Works and Government Services Canada

Acquisitions Branch, Commercial Acquisition & Supply Management Sector

Logistics, Electrical, Fuel & Transportation Directorate

Fuel & Construction Products Division (HL)

11 Laurier Street, 7A2, Place du Portage, Phase III

Gatineau, QC K1A 0S5

Telephone: 819-956-3852

Facsimile: 819-956-5227

E-mail address: robert.burke@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: _____

Title: _____

Organization: _____

Address: _____

Telephone : ____ ____ _____

Facmle: ____ ____ _____

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 and telephone number of the person responsible for :

General Enquiries**Delivery Follow-up**

Name:

Telephone No.:

Facsimile No.:

E-mail address:

6. Payment**6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

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.

Applicable taxes are 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 3.517-2013 (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 date and Value

* the Reference Marker value for March 7, 2014 is **\$1.0293/L.

**To ensure fairness to all suppliers, the Quebec Government Green Fund duties and AEE Fees, currently at \$0.0116/L, are added to the OBG posted price for Valero for ULS Diesel No. 1, 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.

6.2 Terms of Payment

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

6.3 Payment of Invoices by Credit Card

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

7. Invoicing Instructions

7.1 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).

7.2 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.

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

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC) Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

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

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 (2014-03-01) General Conditions - Goods (Medium Complexity);
- (c) Requirement "Line Item Detail";
- (d) the Contractor's bid dated _____

11. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

12. SACC Manual Clauses

The following terms and conditions are incorporated herein

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.