

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 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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

| | |
|---|---|
| Title - Sujet PROPANE TANKS AND PROPANE | |
| Solicitation No. - N° de l'invitation 23239-160031/A | Amendment No. - N° modif. 001 |
| Client Reference No. - N° de référence du client 23239-160031 | Date 2015-04-22 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HL-659-67162 | |
| File No. - N° de dossier hl659.23239-160031 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-01 | |
| 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: Van Tassel, Stella | Buyer Id - Id de l'acheteur hl659 |
| Telephone No. - N° de téléphone (819) 956-4398 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée | 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 |

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23239-160031

Amd. No. - N° de la modif.

001

File No. - N° du dossier

hl65923239-160031

Buyer ID - Id de l'acheteur

hl659

CCC No./N° CCC - FMS No/ N° VME

**Amendment 001 to Request for Proposal (RFP) 23239-160031/A
which closes on June 1, 2015 at 2:00 p.m. is raised to:**

1. INSERT the Terms and Conditions to the Request for Proposal as per attached.

All other terms and conditions of the Request for Proposal remain unchanged.

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PART 1 - GENERAL INFORMATION

1.1 Requirement

To supply Grade Two Propane in tanks of 1000 gallons (approximately 19,200 litres of propane), as described on "Line Item Detail", to the Port in Valleyfield, QC for furtherance to Resolute, Nunavut via the 2015 Eastern Arctic Sealift.

1.1.1 Comprehensive Land Claim Agreements

The following Comprehensive Land Claim Agreement applies to this procurement:

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

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

1.2 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.

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 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>

2.3 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.

2.4 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.

2.5 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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. Delivery

1.1 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 quoted must be in Canadian dollars and must not exceed four decimal places.

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

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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. 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

4.1 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.

4.1.1 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.

4.1.1.1 Mandatory Technical Criteria

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

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

- (a) Completion of the Certificate of Conformance in Part 5

4.1.2 Financial Evaluation

4.1.2.1 Evaluation Criteria - Financial

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

- (a) The Bidder must bid firm unit price(s) in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- (b) The Bidders' financial bid must be in accordance with the Basis of Payment.

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

4.1.2.2 Evaluated Price

The evaluated price will be the total cost of the entire requirement (tanks and propane).

4.2 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.

5.1 Certifications Required 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.1 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.

5.1.2 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.

5.2 Certificate of Conformance

The Bidder certifies herein that the products offered conform and will continue to conform to the specifications in the Line Item Detail during the period of the Contract.

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide Grade Two propane and storage tanks as detailed under the "Line Item Details".

6.2.1 Product Standard

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

6.2.2 Inspection and Acceptance of Products

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

6.3 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.

6.3.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts of 2010A (2014-11-27) will not apply to payments made by credit cards at point of sale. *(If no credit card is accepted, this paragraph will be deleted)*

6.4 Term of Contract

6.4.1 Delivery

Delivery must be made to the Port of Valleyfield, QC, in early July 2015 during the 2015 Eastern Arctic Sealift Operations. It is the responsibility of the contractor to verify and confirm the Sealift delivery schedule by contacting the Cargo Booking Contact as per article 6.4.3 Cargo Booking Instructions.

6.4.2 Delivery Lead Time

A lead time of _____ working days will be required.

6.4.3 Cargo Booking Instructions

Cargo booking instructions, name and telephone number of shipping agent will be provided by: Kari Borris, Natural Resources Canada, Polar Continental Shelf Project, Tel: 613-878-6073,

E-mail: kborris@nrcan.gc.ca

Supplier must contact shipping agent before making delivery.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:
Stella Van Tassel
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: 819-956-4398 Facsimile: 819-956-5227
E-mail address: stella.vantassel@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.

6.5.2 Project Authority – NRCAN (To be completed at contract award.)

The Project Authority for the Contract is:
Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ _
Facsimile: ____ _
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.

6.5.4 Contractor's Representative

Name and telephone number of the person responsible for: *(Bidder to complete)*

| | General Enquiries | Delivery Follow-up |
|-----------------|--------------------------|---------------------------|
| Name: | _____ | _____ |
| Telephone No.: | _____ | _____ |
| Facsimile No.: | _____ | _____ |
| E-mail address: | _____ | _____ |

6.6 Payment

6.6.1 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 shown in "Line Item Detail" for a cost of \$ _____ CAD. Customs duties are included and applicable taxes are extra.

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.

6.6.2 Terms of Payment

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

6.6.3 Payment of Invoices by Credit Card (*Bidder to complete*)

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

6.7 Invoicing Instructions

6.7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

All invoices must contain the following information:

- a) Contract Serial Number;
- b) Name of Project Authority;
- c) Delivery Destination (including building numbers where applicable);
- d) Product Identification, quantity and price per litre;
- e) Taxes and/or levies, if applicable, and shown as a separate item. Should the supplier include any applicable taxes and/or levies in the unit price, the amount of each must be indicated on the invoice; and
- f) The address where payment is to be sent.

6.7.2 Invoices must be distributed as follows:

- a) The original and one (1) copy of must be forwarded to the address as shown in the Line Item Details for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the consignee. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip.

Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

6.8 Certifications**6.8.1 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.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Bidder to complete)*

6.10 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 (2014-11-27) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated _____. *(To be completed at contract award.)*

6.11 SACC Manual Clauses

The following terms and conditions are incorporated herein:

| SACC ID | Title | Date |
|---------|---|------------|
| D3015C | Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance | 2014-09-25 |
| B1505C | Shipment of Hazardous Materials | 2006-06-16 |
| G1005C | Insurance | 2008-05-12 |

6.12 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered: DDP Delivered Duty Paid to the Port of Valleyfield, Quebec, 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.