

**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**

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government**  
**Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services**  
**Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Marine Fuel for OP NANOOK 2015	
<b>Solicitation No. - N° de l'invitation</b> W8484-168400/A	<b>Date</b> 2015-05-07
<b>Client Reference No. - N° de référence du client</b> W8484-168400	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-601-67268	
<b>File No. - N° de dossier</b> hl601.W8484-168400	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-06-17</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lemieux, Johanna	<b>Buyer Id - Id de l'acheteur</b> hl601
<b>Telephone No. - N° de téléphone</b> (819) 956-0177 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Vicinity of Tuktoyaktuk, NT	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Fuel & Construction Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	Vicinity of Tuktoyaktuk/Inuvik NT CANADA	W8484	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. Naomie LeBlanc, D Maj Proc 7-5-2 OTTAWA Ontario K1A0K2 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>Naval Distillate Fuel (F76) to be delivered via ship-to-ship into 2 KINGSTON class vessels at anchor in the vicinity of Tuyktoyaktuk, Northwest Territories.</p> <ul style="list-style-type: none"> <li>KINGSTON class vessels use 4 inch camlock connections for refueling and they do not carry fuel hoses. Fuelling hoses with the appropriate camlock fittings must be supplied by the Contractor during each fuel delivery.</li> </ul>	D - 1	W8484	60000	litres	\$	XXXXXXXXXXXX		See Herein	



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Solicitation No. - N° de l'invitation

W8484-168400/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hl601W8484-168400

Buyer ID - Id de l'acheteur

hl601

CCC No./N° CCC - FMS No/ N° VME

W8484-168400

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Solicitation No. - N° de l'invitation  
W8484-168400/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  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

---

## **Naval Distillate Fuel, OP Nanook 2015**

### **TABLE OF CONTENTS**

#### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Requirement
3. Debriefings

#### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Canadian General Standards Board - Standards
3. Submission of Bids
4. Enquiries - Bid Solicitation
5. Applicable Laws

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

#### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

#### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award
2. Certificate of Conformance

#### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Delivery, Inspection and Acceptance
6. Authorities
7. Pollution Prevention
8. Payment
9. Invoicing Instructions
10. Insurance
11. Certifications
12. Applicable Laws
13. Priority of Documents
14. Shipping Instructions - Delivery at Destination

Solicitation No. - N° de l'invitation  
W8484-168400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Canadian Armed Forces (CAF) require contracted support for the provision of F76 Naval Distillate Fuel to KINGSTON class naval vessels when deployed in the vicinity of Tuktoyaktuk, NT during OP NANOOK 2015. OP NANOOK is an annual Joint Task Force (North) (JTFN) and Canadian Joint Operations Command sovereignty and disaster response operation conducted in locations throughout the Arctic.

This Department of National Defence requirement is for the supply of a total potential quantity of 220,000 litres of Naval Distillate Fuel as follows: a total firm quantity of 120,000 litres and a total optional quantity of 100,000 litres.

The product is required from August 16 to 1 September, 2015 as per Line Item Detail, pages 3 and 4.

#### 2.1 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), the Canada-Peru Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Chile Free Trade Agreement, and the Agreement on Internal Trade (AIT).

#### 2.2 Comprehensive Land Claim Agreements

The following Comprehensive Land Claim Agreement applies to this procurement:

Inuvialuit Final Agreement (IFA) for deliveries to\* Tuktoyaktuk, Northwest Territories.

\*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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

Solicitation No. - N° de l'invitation  
W8484-168400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

---

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

### 2. Canadian General Standards Board - Standards

A copy of the CGSB 3.11-2010 (latest issue) standard referred to in the bid solicitation is available and 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: 819-956-5740  
E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

### 3. Submission of Bids

Bids must be submitted 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.

### 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 question(s) 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 with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### 5. Applicable Laws

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

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada request that bidders their bid in separately bound sections as follows:

- Section I: Technical Bid (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests bidders to follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders 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.

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

#### a. Delivery Lead Time

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

#### b. Alternate Product

i) For "**Naval Distillate Fuel (Type 11, in accordance with CGSB Standard 3.11-2010 (latest issue))**", Canada, at its sole discretion, may consider, but is not bound to accept, bids for the following alternate product:

**Alternate Product 1**  
Marine Diesel  
ISO.8217:2012, DMA

The alternate product will only be considered if no bid is received for the requested product.

If applicable, the Bidder must insert the alternate product description and unit price in Line Item Detail.

Solicitation No. - N° de l'invitation  
W8484-168400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

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## 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 per litre for fuel and must not exceed four decimal places.

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

### b. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### c. Unit Price Adjustments

Firm unit prices shown at line item detail will be subject to upward or downward adjustments, as detailed in the Basis of Payment.

### d. Reference Marker Price

In their bid, the Bidder must quote their unit price per litre using the following Reference Marker price for **May 1, 2015**, expressed in Canadian dollars per litre:

**"A" date values, "Oil Buyer's Guide" (OBG):**

<u>Line Items 1 and 2</u>	<u>DESIGNATED CENTRE: Edmonton, Alberta</u>
<u>PRODUCT</u>	<u>VALUE</u>
ULS Diesel	\$0.6050

### e. Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

VISA

MasterCard

OR

Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

Solicitation No. - N° de l'invitation  
W8484-168400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

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**f. Financial Capability**

**SPECIFIC CLAUSE INCORPORATED BY REFERENCE**

<b>SACC ID</b>	<b>Title</b>	<b>Date</b>
A9033T	Financial Capability	2012-07-16

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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## 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

The Bidder must provide all of the technical information requested in the bid solicitation to enable full and complete evaluation.

##### 1.1.1 Mandatory Technical Criteria

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

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

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

Bids not meeting this mandatory technical criterion will be declared non-responsive.

##### 1.1.2 Alternate Product

i) As indicated in Part 3, for "**Naval Distillate Fuel (Type 11, in accordance with CGSB Standard 3.11-2010 (latest issue))**", Canada, at its sole discretion, may consider, but is not bound to accept, bids for the following alternate product:

##### **Alternate Product 1**

Marine Diesel  
ISO.8217:2012, DMA

The alternate product will only be considered if no responsive bid is received for the requested product.

### 1.2 Financial Evaluation

1.2.1 The price of the bid will be evaluated in Canadian dollars, Canadian customs duties included, Incoterms 2000 Delivered Duty Paid (DDP) to the destination specified at the Line Item Detail. Applicable taxes excluded.

1.2.2 The **Mandatory** Financial criterion for the evaluation of each offer is:

- (a) Compliance with the Basis of Payment;

Bids not meeting this mandatory financial criterion will be declared non-responsive.

##### 1.2.3 Evaluated Price

The evaluated price will be determined by the unit price for each Line Item. Delivery charges must be included.

Solicitation No. - N° de l'invitation  
W8484-168400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

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## **2. Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

The delivery lead time will not be an evaluated factor.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications 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 will render the bid non-responsive or will constitute a default under the Contract.

### 1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will 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.

#### 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](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](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.

#### 1.3 Certificate of Conformance

The Bidder certifies herein that the products offered conform and will continue to conform to the Naval Distillate Fuel Specifications during the period of the Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items as detailed under the "Line Item Detail".

#### 2.1 Quantity Minimum/Maximum

A minimum delivery of 98 percent or a maximum delivery of 102 percent of the total quantity for each item identified at line item detail is acceptable to satisfy this requirement.

#### 2.2 Optional Quantity

The Contractor grants to Canada the irrevocable options to acquire the optional quantities described below under the same conditions and at the prices and/or rates stated in the Contract. The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the optional quantities in whole or in part at time of ordering the firm quantity or in time for the delivery by sending a written notice to the Contractor:

- i) Up to 50,000 litres for the first delivery (Line Item 1)
- ii) Up to 50,000 litres for the second delivery (Line Item 2)

Canada is not obligated to order any of the optional quantities.

#### 2.3 Product Specifications

**2.3.1** The Naval Distillate Fuel delivered by the Contractor must conform to the Canadian General Standards Board (CGSB) Standard CGSB-3.11-2010 (latest issue), Type 11.

#### 2.3.2 Sulphur in Diesel Fuel Regulations

As per the amendment to the Sulphur in Diesel Fuel Regulations (SOR/2012-135) issued by Environment Canada on June 20<sup>th</sup>, 2012, as of June 1<sup>st</sup>, 2014 the maximum sulphur limit on the import, production and sale of marine diesel fuel (for Category 3 vessels only) is 1000 ppm.

#### 2.3.3 Lubricity Requirement

Fuel must have a wear scar diameter of less than or equal to 460 µm at 60°C (Items 1 and 2)

If any additives are included in the supplied fuel, the Contracting Authority must be advised.

Contractor must make available full documentation of all CGSB specified parameters well in advance of fuel delivery.

#### 2.4 Volume Corrected to 15°C

When Naval Distillate fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes must be adjusted to 15°C in accordance with ASTM D1250 "Petroleum Measurement Tables: Table 54B" (latest edition).

### 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 (2014-11-27) 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)

#### 3.2 SACC Manual Clauses

##### SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC ID	Title	Date
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
B1505C	Shipment of Hazardous Materials	2006-06-16

### 4. Term of Contract

#### 4.1 Period of Contract

The Work is to be performed during the period of August 16th, 2015 to September 1, 2015.

#### 4.2 Delivery Date

All the deliverables must be received as follows:

**Line Item 1-** Anticipated delivery date is August 16, 2015. DND will confirm delivery time at least 72 hours in advance of delivery. The ships could arrive as late as August 20<sup>th</sup>.

**Line Item 2-** Anticipated delivery date is August 30, 2015.

The specific delivery locations will be confirmed with the Canadian Armed Forces (CAF) Technical Authority, prior to each delivery. The Contractor must be able to be contacted by phone by the CAF Technical Authority during the hours of 0800-1600 daily for the duration of OP NANOOK 2015.

Delivery dates for all items to be confirmed by DND. Minor changes to the delivery location(s) and or timing(s) may be required by the vessels and may be communicated to the Contractor up until 8 hours prior to a scheduled fuel delivery.

### 5. Delivery, Inspection and Acceptance

#### 5.1 Delivery Verification

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

#### 5.2 Inspection

Inspection of petroleum products supplied to the Department of National Defence must be conducted by the consignee at destination.

#### 5.3 Acceptance

The goods provided must be subject to acceptance by the Department of National Defence consignee at destination.

Solicitation No. - N° de l'invitation  
W8484-168400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

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## 6. Authorities

### 6.1 Contracting Authority

The Contracting Authority for the Contract is:

**Johanna Lemieux**  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate

Fuel and Construction Products - HL Division  
Place du Portage III, 7A2  
11 Laurier Street  
Gatineau, Quebec K1A 0S5

Telephone: (819) 956-0177  
Facsimile: (819) 956-5227  
Email: johanna.lemieux@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.

### 6.2 Project Authority

The Project Authorities for the Contract will be provided at contract award.

The Project Authority is the representative of the department or agency for whom the requirement is being carried out under the Contract and is responsible for all matters concerning the technical content of the requirement 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 requirement. Changes to the scope of the requirement can only be made through a contract amendment issued by the Contracting Authority.

### 6.3 Contractor's Representative

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

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

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

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

## 7. Pollution Prevention

The supplier must properly use Fuel containment/anti-pollution booms in every situation when required by law or regulation. The Contractor must ensure that all federal and territorial laws or regulations relating to the provision of fuel are adhered to.

## 8. Payment

Solicitation No. - N° de l'invitation  
W8484-168400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

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## 8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as shown at line item detail, subject to adjustment, as specified below. Customs duties are included and applicable taxes are extra.

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.

### BASIS FOR UNIT PRICE ADJUSTMENTS FOR ALL REQUIREMENTS

Unit prices as shown at Line Item Detail will be subject to upward or downward adjustment using the Reference Marker price contained in the Weekly Pricing and Data Supplement as published in the "Oil Buyers' Guide" (OBG), Average Canadian Unbranded Rack Price, for ULS Diesel.

**Designated Centre - This is the city from which the Reference Marker Prices will be selected.**

- a) For Naval Distillate Fuel (Line Items 1 and 2), the Designated Centre is: **Edmonton**

#### 8.1.1 Unit Prices/Taxes

The firm unit prices offered in the 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, taxes or levies, 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.

#### 8.1.2 METHOD OF CALCULATING UNIT PRICE PER LITRE ADJUSTMENTS FOR ALL REQUIREMENTS

##### CALCULATION

An adjustment to the firm unit prices per litre in the Line Item Detail will be calculated as indicated hereunder.

The adjustment to the unit price will be equal to the applicable OBG Reference Marker price for the week ending on the **Friday just prior to the vessel loading date at origin** ("B" week value) minus the applicable Reference Marker price for the week ending **May 1, 2015** ("A" week value), plus the bid price.

If no Reference Marker "Oil Buyers' Guide" (OBG) Weekly Pricing and Data Supplement is published on a given Friday, then the Weekly Pricing and Data Supplement published immediately prior will apply.

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

##### REVISION OF REFERENCE MARKER

In the event that:

- A) the applicable Reference Marker is discontinued; or
- B) Public Works and Government Services Canada determines that the Reference Marker does not reflect market conditions;

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

Solicitation No. - N° de l'invitation  
W8484-168400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

## 8.2 SACC Manual Clauses

### SPECIFIC CLAUSE INCORPORATED BY REFERENCE

SACC ID	Title	Date
H1001C	Multiple Payments	2008-05-12

## 8.3 Payment of Invoices by Credit Card

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

OR

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

## 8.4 Payment in Advance of Due Date

Payment may be made in advance of the due date where the Contractor's invoice offers a discount for early payment and the discount at least offsets the cost to of paying early

## 9. Invoicing Instructions

### Invoices and Substantiating Documentation

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

In addition, all invoices must contain the following information:

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

2. Invoices must be distributed as follows:

a) The original and one (1) copy of each invoice must be made out to the Project Authority and forwarded to the invoicing address as set out on Page 2 - Destination Detail 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.

Solicitation No. - N° de l'invitation  
W8484-168400/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl601

Client Ref. No. - N° de réf. du client  
W8484-168400

File No. - N° du dossier  
hl601W8484-168400

CCC No./N° CCC - FMS No/ N° VME

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## **10. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **11. Certifications**

### **11.1 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.

## **12. Applicable Laws**

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

## **13. 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 or Services (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_.

## **14. Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Incoterms 2000 to the locations in Line Item Detail.

The point of custody transfer shall be at the DND vessel manifold, where inspection samples may be taken.