



**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

Title - Sujet ARCTIC NAVAL DISTILLATE FUEL	
Solicitation No. - N° de l'invitation E60HL-160015/B	Date 2016-04-28
Client Reference No. - N° de référence du client E60HL-160015	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-601-70858	
File No. - N° de dossier hl601.E60HL-160015	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-24	
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: Lemieux, Johanna	Buyer Id - Id de l'acheteur hl601
Telephone No. - N° de téléphone (873) 469-3347 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As indicated in the Line Item Detail	

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	Canadian Coast Guard CCGS Sir Wilfrid Laurier Western Arctic, Tuktoyaktuk	I-1	DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca
D-2	Canadian Coast Guard CCGS Amundsen Western Arctic, Kugluktuk	I-1	DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca



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	NAVAL DISTILLATE FUEL to be delivered via ship-to-ship delivery into Canadian Coast Guard vessel Sir Wilfrid Laurier, outside Fairway Buoy at Tuktoyaktuk, Northwest Territories.	D - 1	I - 1	200000	litre	\$	XXXXXXXXXXXX		See Herein	
2	NAVAL DISTILLATE FUEL to be delivered via ship-to-ship delivery into Canadian Coast Guard vessel Amundsen at Kugluktuk, Nunavut.	D - 2	I - 1	550000	litre	\$	XXXXXXXXXXXX		See Herein	

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This cancels and supercedes the previous Request for Proposal (RFP) E60HL-160015/A dated March 11, 2016, which closed on April 25, 2016 at 2:00pm EDT.

Arctic Naval Distillate Fuel

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement - Bid

This Canadian Coast Guard requirement is for the supply of a total potential quantity of 1,800,000 litres of Naval Distillate Fuel as follows: a total firm quantity of 750,000 litres and a total optional quantity of 150,000 litres for the first year and the same estimated firm and optional quantities for the one-year supply period option.

The product is required at locations in the Arctic during the month of August as per "Line Item Detail".

More than one Contract may be awarded in response to this solicitation.

2.1 Comprehensive Land Claims Agreements

This procurement is subject to the following Comprehensive Land Claims Agreements:

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

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

*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.

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), 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).

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 (2016-04-04) 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

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.

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 Line Item Detail 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 Article below, as applicable. This information should be submitted with the bid, but may be submitted afterwards.

a. Delivery Lead Time

A lead time of _____ working days will be required.

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. Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "X" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "X" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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b. SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

c. 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.

d. 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.

e. Reference Marker

The unit prices for Naval Distillate Fuel (Items 1 and 2), shown at Line Item Detail are subject to 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. The Bidder must select only one Reference Marker, either "Vancouver" or "Edmonton". The Bidder must indicate the Reference Marker that applies to its bid by inserting an X in the space provided below.

Vancouver _____ Edmonton _____

f. 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.

g. Financial Capability

SPECIFIC CLAUSE INCORPORATED BY REFERENCE

SACC ID	Title	Date
A9033T	Financial Capability	2012-07-16

h. Progress Payments

Progress payments will not be considered unless specifically offered by PWGSC in this document.

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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

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

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

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

- 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.

2. Basis of Selection – Multiple Items

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

The delivery lead time will not be an evaluated factor.

More than one contract may be awarded as a result of this solicitation. Each Line Item will be issued to one supplier only.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 constitute a default under the Contract.

1. Certification Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

2.1 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

2.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](#) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

2.3 Additional Certifications Precedent to Contract Award

2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

2.3.2 Product Certification

The Bidder certifies that all goods proposed conform to the specifications detailed under the "Line Item Detail.

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement - Contract

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 150,000 litres per one-year supply period to CCG vessel Sir Wilfrid Laurier (Line Item 1)

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 15, except Pour point max. -15°C, Cloud point max. -9°C, and Kinematic Viscosity at 40°C, min. 2.5 mm²/s and max. 4.2 mm²/s.

2.3.2 Sulphur in Diesel Fuel Regulations

The maximum limit on sulphur in naval distillate fuel (for non-large vessels) is specified as 15 mg/kg, in accordance with the Sulphur in Diesel Regulations.

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.

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3.1 General Conditions

2010A (2016-04-04) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Period of Contract

The Work is to be performed during the period of August 1st, 2016 to August 31, 2017.

4.2 Delivery Date

All the deliverables must be received as follows:

Line Item 1- On August 3rd, 2016 for the CCG vessel Sir Wilfrid Laurier

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 1 week in advance, then 24 hours.

Line Item 2- On August 26th, 2016 for the CCG vessel Amundsen

Contractor to contact ROC/Montreal at (514) 283-1745 to confirm rendezvous date at least 2 weeks in advance, then 1 week, then 24 hours.

Delivery dates for all items to be confirmed by the Canadian Coast Guard.

4.3 Delivery Lead Time

A lead time of _____ working days will be required. *(Insert the number of days as specified by the Bidder in Bid Preparation Instructions, Part 3, Section I, a.)*

4.4 Adherence to Delivery Schedule

The contractor will promptly give notice to the Contracting Authority of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

4.5 Option to Extend the Contract

The Contractor grants to Canada one irrevocable option to extend the term of the Contract by an additional one-year Supply Period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **thirty (30)** calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

Upon exercising the one-year supply period option, Canada will confirm the item(s) and the firm quantity of Naval Distillate Fuel needed by the Canadian Coast Guard.

4.6 Comprehensive Land Claims Agreements

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The Contract is subject to the following Comprehensive Land Claims Agreements:

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

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

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

4.7 Delivery Points

Delivery of the requirement will be made to delivery points specified at the Line Item Detail of the Contract.

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 Canadian Coast Guard must be conducted by the consignee at destination.

5.3 Acceptance

The goods provided must be subject to acceptance by the Canadian Coast Guard consignee at destination.

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: (873) 469-3347
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.

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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. Arctic Waters Pollution Prevention

1. The Contractor must ensure that all vessels used for the performance of Work under this Contract comply with the all applicable Canadian laws and International Conventions. The Contractor must further ensure that all tank vessels and crew entering Arctic waters, where a zero-discharge regime is in effect, observe the Arctic

Waters Pollution Prevention Act, Regulations, standards and guidelines, including the Arctic Oil Transfer Guidelines TP10783 and the Guidelines for the Operation of Tankers and Barges TP11663. For greater certainty, the Contractor acknowledges to have read Guidelines TP10783 and TP11663 and that such Guidelines form part of this Contract.

2. In addition to the obligations and requirements stipulated in the *Arctic Water Pollution Prevention Act*, Regulations, standards and guidelines, the Contractor must provide written notice of the details of proposed voyages into Arctic waters, well in advance of intended operations, to:

Canadian Coast Guard - Fleet, Regional Operations Centre
Central & Arctic Region
105, McGill Street
Montréal, Québec
H2Y 2E7

Attn: Superintendent, Operations Centre
Facsimile: 514-283-1753
Email: XCA-MontrealOpsSupt@DFO-MPO.GC.CA

3. If the Contractor fails to comply with any of the requirements or obligations set out in this Article, then the Contractor must be considered to be in default in carrying out its obligations under this Article. Any delay in the Contractor's performance of work under this Contract which is related to or arising from the requirements set out in this Article or under such Act, Regulations, standards or Guidelines will not be interpreted or construed as a force majeure event or as a circumstance allowing excusable delay.

8. Payment

8.1 Basis of Payment – Firm unit price(s)

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In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), DDP to destination, 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: _____
(Contracting Authority will indicate either "Edmonton" or "Vancouver" as selected by the Bidder in Part 3, Section II, e. Reference Marker)

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 **April 22, 2016** ("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.

Reference Marker Price

In their bid, the Bidder must quote their unit price per litre using the following Reference Marker price for **April 22, 2016**, expressed in Canadian dollars per litre:

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

DESIGNATED CENTRE: Edmonton, Alberta	
PRODUCT	VALUE
ULS Diesel	\$0.5250

DESIGNATED CENTRE: Vancouver, British Columbia	
PRODUCT	VALUE

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ULS Diesel

\$0.5350

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 will be modified to reflect such substitute on a mutually agreed upon date.

8.2 SACC Manual Clauses

SPECIFIC CLAUSE INCORPORATED BY REFERENCE

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

8.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

8.4 Payment of Invoices by Credit Card

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

8.5 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;

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- 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.

10. Certifications and Additional Information

10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

10.2 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" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

11. Applicable Laws

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

12. 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 (2016-04-04) General Conditions - Goods or Services (Medium Complexity);
- (c) the Contractor's bid dated _____.

13. SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
B1505C	Shipment of Hazardous Materials	2016-01-28

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G1005C	Insurance – No Specific Requirement	2016-01-28
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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 CCG vessel manifold, where inspection samples may be taken.

APPENDIX A to PART 3 OF THE BID SOLICITATION
File No. E60HL-6-0015

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, Section II a., the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)



APPENDIX A to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION File No. E60HL-6-0015

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)