



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

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

Issuing Office - Bureau de distribution
Fuel & Construction Products Division
L'Esplanade Laurier,
140 O'Connor Street,
East Tower, 4th floor,
Ottawa
Ontario
K1A 0S5

Title - Sujet Low-Sulphur Diesel Fuel	
Solicitation No. - N° de l'invitation E60HL-19K202/A	Date 2019-04-02
Client Reference No. - N° de référence du client E60HL-19K202	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-669-76810	
File No. - N° de dossier hl669.E60HL-19K202	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-05-13	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: Merritt, Andrew	Buyer Id - Id de l'acheteur hl669
Telephone No. - N° de téléphone (613) 296-0230 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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	Port of Quebec City, Quebec	I - 1	Environment and Climate Change Canada 150-123 Main Street Winnipeg, MB R3C 4W2 Att/ Shelley Rouire
D - 1	Port of Quebec City, Quebec	I - 2	ADM(IE) - RP Ops (North) 66 Slater Street, Ottawa, ON K1P 5H1



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Bulk diesel fuel delivered DDP Port of Quebec City Low-sulphur diesel fuel in accordance with CAN/CGSB 3.517-2017 (latest issue) Type A (P-50) Operability Cloud Point: Maximum -53° C Except Flash Point: Minimum 43° C. The total quantity of fuel is to be delivered by tank wagon or pipeline to the port of Quebec City, Quebec, and loaded onto a Canadian Coast Guard ship (CCGS). Delivery is tentatively scheduled for June 15th and 16th, 2019. Quantity: 700,000 litres	D-1	I-1	700000	Each	\$XXXXXXXXXXXX	See Herein	



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2	Bulk diesel fuel delivered DDP Port of Quebec City Low-sulphur diesel fuel in accordance with CAN/CGSB 3.517-2017 (latest issue) Type A (P-50) Operability Cloud Point: Maximum -53° C Except Flash Point: Minimum 43° C. The total quantity of fuel is to be delivered by tank wagon or pipeline to the port of Quebec City, Quebec, and loaded onto a Canadian Coast Guard ship (CCGS). Delivery is tentatively scheduled for June 15th and 16th, 2019. Quantity: 100,000 litres	D - 1	I - 2	100000	Each	\$XXXXXXXXXXXXX	See Herein	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement - Bid

Supply diesel as detailed in the "Line Item Detail". The total quantity of fuel is to be delivered by tank wagon or pipeline to the port of Quebec City, Quebec, and loaded onto Canadian Coast Guard vessel (CCGS) *Des Groseilliers* for furtherance to Eureka, Nunavut.

1.2.1 Comprehensive Land Claim Agreements

The following Comprehensive Land Claim Agreement applies to this procurement:

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

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

1.3 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.

1.4 Trade Agreements

This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and Canada's bilateral trade agreements with Chile, Colombia, Honduras, Korea, Panama, Peru, and Ukraine.

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

Section 08 of the 2003 Standard Instructions, entitled Transmission by facsimile or by epost Connect, is amended as follows:

Subsection 2 is deleted entirely and replaced with the following:

2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:
tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca
or, if applicable, the email address identified in the bid solicitation.
 - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid

Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.

- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted, or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - v. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

2.2 Canadian General Standards Board - Standards

A copy of the CGSB Standards referred to in the bid solicitation may be obtained 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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.4 Enquiries - Bid Solicitation

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

2.6 Delivery

Delivery is to take place on consecutive days, tentatively scheduled for June 15th and 16th, 2019. Delivery must be made between the hours of 06:00 and 18:00.

Solicitation No. - N° de l'invitation
E60HL-19K202/A
Client Ref. No. - N° de réf. du client
E60HL-19K202

Amd. No. - N° de la modif.
File No. - N° du dossier
hl669.E60HL-19K202

Buyer ID - Id de l'acheteur
hl669
CCC No./N° CCC - FMS No./N° VME

- a) The Contractor must contact the Canadian Coast Guard coordinator at a minimum two (2) weeks prior to the delivery to confirm the dates;
- b) The Contractor must provide a booster pump (installed on a small truck or vehicle which will stay on the dock alongside the vessel for the duration of the loading);
- c) The Contractor must provide all certified hoses, with a minimum length of 75' and a minimum of 4" in diameter;
- d) Truck drivers must carry all certificates (Transport Canada hoses inspection); and
- e) The Contractor must provide fuel samples (one sample per truck).

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid **electronically**, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

If the Bidder chooses to submit its bid in **hard copies**, Canada requests that the Bidder submits its 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 that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

- (a) 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
- (b) 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.

3.1.1 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.

3.1.1.1 Source of Crude Oil, Name of Refinery, and Location (*Bidder to complete*)

Source of Crude: _____

Name of Refinery: _____

Location: _____

3.1.1.2 Delivery

3.1.1.2.1 Delivery Type (*Bidder to complete*)

The type of delivery that is being offered is by:

Tank wagon _____ Pipeline _____

3.1.1.2.2 Delivery Lead Time (*Bidder to complete*)

The delivery lead time offered is _____ working days.

3.1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

a. Unit Price

The firm unit prices per litre quoted must be in Canadian dollars and must not exceed four decimal places.

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

b. Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

c. Unit Price Adjustments

At delivery, the unit prices effective will be the firm unit prices quoted in the successful bidder's proposal subject to adjustment, upward or downward, in accordance with the Basis of Payment.

d. Electronic Payment of Invoices - Bid

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

If Annex "A" 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.

3.1.3 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 mandatory technical criteria for the evaluation of each bid are:

- (a) Technical compliance (in accordance with the "Line Item Detail")

4.1.2 Financial Evaluation

4.1.2.1 Evaluation Criteria - Financial

The following mandatory factors will be taken into consideration in the evaluation of each bid:

- (a) The Bidder must bid a firm unit price, subject to adjustment, in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination Incoterms 2000, Customs Duties included; and
- (b) The Bidder's 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. The total cost will be determined by multiplying the offered unit price per litre by the number of litres.

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 may be issued as a result of this solicitation.

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. 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.

5.1 Certification Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ciif/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

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 "B" 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 "B" Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 General Environmental Criteria Certification (*Bidder to complete*)

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

5.2.4 Certificate of Conformance (*Bidder to complete*)

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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement

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

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 Detail."

6.2.2 Delivery Verification

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

6.2.2.1 Volume Corrected to 15°C

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

6.2.3 Inspection and Acceptance of Petroleum Products

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

6.2.4 Delivery Type

The type of delivery that is being offered is: Tank wagon _____ Pipeline _____

6.2.5 Delivery Lead Time

A lead time of _____ working days will be required.

6.2.6 Quantity - Minimum/Maximum

A minimum delivery of 98 percent or a maximum delivery of 102 percent of the total quantity is acceptable to satisfy this requirement.

6.2.7 Source of Crude, Name of Refinery, and Location

Source of Crude: _____

Name of Refinery: _____

Location: _____

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 (2018-06-21) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery

Delivery must take place to CCGS *Des Groseilliers* during consecutive days, tentatively scheduled for June 15th and 16th, 2019, at the port of Quebec City, Quebec. The delivery is to occur during the daytime, between 06:00 and 18:00. The Contractor (in coordination with the truck drivers) will contact the Canadian Coast Guard Authority (contact information below) one hour prior to the arrival of each truck at the site.

- a) The Contractor must contact the Canadian Coast Guard coordinator at a minimum two weeks prior to the delivery to confirm the dates;
- b) The Contractor must provide a booster pump (installed on a small truck or vehicle which will stay on the dock alongside the vessel for the duration of the loading);
- c) The Contractor must provide all certified hoses, with a minimum length of 75' and a minimum of 4" in diameter;
- d) Truck drivers must carry all certificates (Transport Canada hoses inspection); and
- e) The Contractor must provide fuel samples (one sample per truck).

6.4.2 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, 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.**

6.4.3 Canadian Coast Guard (CCG) Coordinator for delivery *(To be completed at contract award.)*

The CCG Coordinator for delivery is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Contractor must contact the Canadian Coast Guard coordinator at a minimum two weeks prior to the tentative delivery dates to confirm these dates.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Andrew Merritt
Public Works and Government Services Canada
Acquisitions Branch
Commercial & Alternative Acquisitions Management Sector
Logistics, Electrical, Fuel & Transportation Directorate
Fuel & Construction Products Division (HL)
140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower
Ottawa, ON K1A 0R5
Telephone: (613) 296-0230 Facsimile: (613) 943-7620

E-mail address: andrew.merritt@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 – Environment Canada

The Project Authority for the Contract is: *(To be completed at contract award.)*

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.

6.5.3 Project Authority – DND

The Project Authority for the Contract is: *(To be completed at contract award.)*

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: *(To be completed at contract award.)*

General Enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery Follow-up

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" subject to upward or downward adjustment for the day of delivery as identified below.

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

Applicable taxes are extra to the unit price. All applicable Custom duties must be included.

6.6.1.1 Unit Prices / Taxes

The unit prices on "Line Item Detail", exclude all taxes or levies that may be or are imposed on the sale of petroleum products pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Contractor is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, as a result of the sale of the product to Canada, except as otherwise provided in the Contract, Canada will pay to the Contractor an amount equal to such tax or levy where applicable and substantiated by invoice.

6.6.1.2 Basis for Unit Price Adjustment – Kent Group

- The Montreal ULS Diesel No.1 Weekly Average Wholesale Reference Marker as gathered by Kent Group Ltd (<https://charting.kentgroupltd.com/>)
- Designated Centre - The Centre, from which the reference price will be selected to calculate the adjustment to the unit prices, is Montreal, Québec.

<i>Product as described in the Line Item Detail</i>	<i>Product as described by Kent Group Ltd</i>	<i>Designated Centre</i>
Diesel Fuel, CAN/CGSB 3.517-2017 (Latest Issue), Type A (P-50), Maximum Operability Cloud Point -43°C; Except minimum Flash Point of 43°C.	USLD No. 1	Montreal, QC

6.6.1.3 Method of Calculating Unit Price Adjustments

The unit price adjustment effective, for the delivery dates, will be the difference between the applicable Reference Marker value below and the applicable Reference Marker value for the week ending immediately prior to the delivery date plus (+) the firm unit price in the "Line Item Detail".

6.6.1.4 Reference Marker Date and Value

The Reference Marker value for the week ending **March 29, 2019** is **\$0.9058/L.**

6.6.1.5 Revision of Reference Marker

In the event that:

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

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

6.6.2 Terms of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.6.3 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using 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).

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;
- 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 additional 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 additional 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.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

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) the General Conditions 2010A (2018-06-21) Goods (Medium Complexity);
- (c) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s)*)

6.11 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B1505C	Shipment of Hazardous Materials	2016-01-28
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products – Labelling and Packaging Compliance	2014-09-25
G1005C	Insurance – No Specific Requirement	2016-01-28

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 into CCGS *Des Groseilliers* at the port of Quebec City, Quebec, Incoterms 2000 for shipments from commercial contractor.
2. The Contractor is responsible for all delivery charges, administration costs, and risks of transport and customs clearance, including the payment of customs duties and taxes.
3. The point of custody transfer will be at the ship manifold, where inspection samples must be taken.

Solicitation No. - N° de l'invitation
E60HL-19K202/A
Client Ref. No. - N° de réf. du client
E60HL-19K202

Amd. No. - N° de la modif.
File No. - N° du dossier
HL669. E60HL-19K202

Buyer ID - Id de l'acheteur
HL669
CCC No./N° CCC - FMS No./N° VME

ANNEX “A” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, 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).

ANNEX "B" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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)