



**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

|                                                                                                                                                                             |                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Title - Sujet</b><br>Drummed Fuel                                                                                                                                        |                                                                                  |
| <b>Solicitation No. - N° de l'invitation</b><br>E60HL-190007/B                                                                                                              | <b>Date</b><br>2019-07-10                                                        |
| <b>Client Reference No. - N° de référence du client</b><br>E60HL-190007                                                                                                     |                                                                                  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HL-672-77461                                                                                                  |                                                                                  |
| <b>File No. - N° de dossier</b><br>hl672.E60HL-190007                                                                                                                       | <b>CCC No./N° CCC - FMS No./N° VME</b>                                           |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2019-07-25</b>                                                                  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>F.O.B. - F.A.B.</b><br><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><br>Bouarfa, Sid-Ahmed                                                                                           | <b>Buyer Id - Id de l'acheteur</b><br>hl672                                      |
| <b>Telephone No. - N° de téléphone</b><br>(819) 271-8168 ( )                                                                                                                | <b>FAX No. - N° de FAX</b><br>( ) -                                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>Specified Herein<br>Précisé dans les présentes   |                                                                                  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement applicable to this bid solicitation

### 1.2 Requirement - Bid

The requirement is detailed at Annex "A".

### 1.3 Comprehensive Land Claims Agreement(s)

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

- a. Nunavut Land Claim Agreement (NLCA) for deliveries to\* Killiniq, Nunavut

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

### 1.4 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.

### 1.5 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.

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## 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](mailto: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 are available and may be obtained from:

Canadian General Standards Board  
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>

## 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](mailto: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 **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 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.

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## 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 be in separated documents 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)

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.

##### a. Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;

- b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
- 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

**b. Delivery Lead Time**

A lead time of \_\_\_\_\_ working days will be required. *Bidder to complete*

**c. Palletizing**

The contractor is required by the carrier to palletize and handle (including strapping) the drummed product in accordance with the procedures stated in Annex "A".

**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.

*The Bidder is responsible to fill in the blanks in the Articles below, as applicable. This information should be submitted with the bid, but may be submitted afterwards.*

**a. Unit Prices**

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

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

**b. Drums and Pallets**

**(i) Returnable Drums**

It is mandatory that drums be new and returnable.

Returnable drum charges must be indicated at Annex "A".



Credit in full **must** be allowed for each drum returned by Canada in good condition, freight prepaid from client's premises to:

---

*(If Applicable, the Bidder will fill in this clause applicable to drummed requirements)*

**(ii) Returnable Pallets and Handling**

Products will be supplied on returnable pallets, 4 drums per pallet.

Returnable pallet and handling (including strapping) charges must be indicated at Annex "A".

Credit in full **must** be allowed for each pallet returned by Canada in good condition, freight prepaid from client's premises to:

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*(If Applicable, the Bidder will fill in this clause applicable to drummed requirements)*

**c. Unit Price Adjustments**

Firm unit prices shown at Annex "A" will be subject to upward or downward adjustments as detailed in 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 "B" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B" 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.

**e. Exchange Rate Fluctuation**

The following terms and conditions are incorporated herein:

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

**f. Progress Payments**

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

**3.1.3 Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## 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.

##### a. Mandatory Technical Criteria

- (i) Technical compliance (In accordance with Annex "A")

#### 4.1.2 Financial Evaluation

##### a. Mandatory Financial Criteria

- (i) 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
- (ii) The Bidders' financial bid must be in accordance with the Basis of Payment.

### 4.2 Basis of Selection

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, as described below, will be recommended for award of a contract.

The lowest evaluated price will consider the following costs:

- (a) Cost of product (unit price) x total aggregate quantities
- (b) Total cost of returnable drums and returnable pallets
- (c) Total cost of pallet handling which includes strapping

The delivery lead time will not be an evaluated factor.

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## 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.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certification 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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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/ci-if/politique-policy-eng.html) (<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.

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

#### 5.2.3 Additional Certifications Precedent to Contract Award

##### a. 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 purchases 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

**b. Product Certification** *Bidder to complete*

The Bidder certifies that all goods proposed conform to the specifications detailed at Annex "A".

\_\_\_\_\_  
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

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement – Contract

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

#### 6.2.1 Product Standard

The product(s) delivered by the Contractor must conform to the latest issue of the Canadian General Standards Board (CGSB) Standard indicated in the product description related to each requirement, shown at Annex "A".

### 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 Date

Item 13 must be delivered to the Port of St. John's, NL, tentatively scheduled for July 29, 2019, to be loaded aboard the CCGS *Henry Larsen* for furtherance to Killiniq, Nunavut.

#### 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 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.**

#### 6.4.3 Comprehensive Land Claims Agreement(s)

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

- a. Nunavut Land Claim Agreement (NLCA) for deliveries to\* Killiniq, Nunavut.

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

#### 6.4.5 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## 6.5 Delivery, Inspection, and Acceptance

### 6.5.1 Platform Truck

An open platform truck is required by the Contractor to deliver drummed product.

### 6.5.2 Delivery Verification

Copies of sales slips/dock receipts issued at the time of delivery are to accompany all invoices.

### 6.5.3 Inspection and Acceptance

The goods provided must be subject to inspection and acceptance by the consignee at destination.

### 6.5.4 Shipping Instructions – DDP

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" to the location as shown at Annex "A".

### 6.5.5 Cargo Booking Instructions

#### a. For Item 13:

Delivery instructions will be provided by:  
Rich Rudolph, Canadian Coast Guard  
E-Mail: rich.rudolph@dfo-mpo.gc.ca

**Supplier must contact shipping agent before making delivery.**

## 6.6 Authorities

### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Sid-Ahmed Bouarfa  
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: (819) 271-8168 Facsimile: (613) 943-7620  
E-mail address: sid-ahmed.bouarfa@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.

### 6.6.2 Contractor's Representative *Bidder to complete*

#### General Enquiries

#### Delivery/Follow-up

|               |       |       |
|---------------|-------|-------|
| Name:         | _____ | _____ |
| Title:        | _____ | _____ |
| Organization: | _____ | _____ |

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
HL669.E60HL-190007

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

Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.7 Payment

### 6.7.1 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 firm unit price(s), DDP to destination, as specified in in Annex "A", subject to adjustment as identified 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.

#### a. Diesel Fuel (Item 13)

The contractor will be paid a firm price  $\pm$  an adjustment factor based on the fluctuation of the Montreal ULS Diesel No.1 Weekly Average Wholesale by Marketer Reference Marker as gathered by Kent Group Ltd (<https://charting.kentgroupltd.com/>).

### 6.7.2 Unit Prices/Taxes

The unit prices offered in Annex "A" 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.

### 6.7.3 Adjustment Methodology – Kent Group Ltd

#### Basis and Calculation of Adjustment to the firm unit price for:

##### Diesel (Item 13)

The adjustment to the unit price will be equal to the applicable Montreal Reference Marker price for the week ending immediately prior to fuel shipment ("B" week value) minus the applicable Montreal Reference Marker price for the week ending **March 8, 2019** ("A" week value), plus the bid price. The Reference Marker will be taken from the Montreal Weekly Average Wholesale by Marketer price.

For the purposes of determining the adjustment in unit prices, the average in the Canadian Unbranded Rack prices shall be used as follows:

| Product as described in Annex "A" | Product as described by Kent Group Ltd | Location                 |
|-----------------------------------|----------------------------------------|--------------------------|
| Diesel                            | ULS Dsl No. 1                          | Montreal (Average price) |

The per-litre "A" date value for ULS Dsl No. 1 for the week ending **March 8, 2019** is **\$0.9048 CAD**.

#### **6.7.4 Terms of Payment**

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

#### **6.7.5 Returnable Drums**

It is mandatory that drums be new and returnable.

Credit in full **must** be allowed for each returnable drum returned by Canada in good condition, freight prepaid from the client's premises to:

*(Contracting Authority will indicate the price and the location as selected by the Contractor in Part 3, [3.1.2.b. \(i\)](#))*

Returnable drums will be identified by either embossing them with the company name, symbol, crest, or hallmark by a metal nameplate attached to the drum or by some other acceptable means.

Closures on drums shipped must be oversealed with "Tri-sure" or "Rieke" seals

#### **6.7.6 Returnable Pallets and Handling**

Products will be supplied on returnable pallets, 4 drums per pallet.

Credit in full **must** be allowed for each returnable pallet returned by Canada in good condition, freight prepaid from client's premises to:

*(Contracting Authority will indicate the price and the location as indicated by the Contractor in Part 3, [3.1.2.b. \(ii\)](#)).*

#### **6.7.7 Provincial Taxes**

The Contractor will be responsible for applying to the Newfoundland and Labrador Government for the necessary permits enabling delivery of fuel EXEMPT from Provincial Fuel Tax.

#### **6.7.8 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)

### **6.8 Invoicing Instructions**

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 Client Department;
- 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. Drums: quantity and unit price;
  - g. The address where payment is to be sent.
2. Invoices must be distributed as follows:
- a. The original and one (1) copy of must be forwarded to the address as shown at Annex "A" 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.

## 6.9 Certifications and Additional Information

### 6.9.1 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.

## 6.10 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*).

## 6.11 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) Annex "A", Requirement;
- (d) 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)*)

## 6.12 Drum Marking

Drums are to be marked in accordance with Annex "A".

## 6.13 Palletized Drummed Requirements Specifications

The contractor is required by the carrier to palletize and handle (including strapping) the drummed product in accordance with the procedures stated in Annex "A".

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

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**6.14 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 |
| G1005C         | Insurance – No Specific Requirement            | 2016-01-28 |

| ITEM<br>ARTICLE | DESCRIPTION OF CONTRACT ITEMS<br>DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT                                                                                                                                                                                                                                                        | DELIVERY METHOD<br>MÉTHERE DE LIVRAISON                              | CONSIGNEE<br>CONSIGNATAIRE<br><br>INVOICING INSTRUCTIONS<br>INSTRUCTIONS DE FACTURATION                                                                                                                                          | QUANTITY<br>QUANTITÉ                            | UNIT PRICE<br>PRIX UNITAIRE | TOTAL<br>TOTAL         |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|-----------------------------|------------------------|
| 13              | <b>CANADIAN COAST GUARD</b><br><br>Automotive (On-Road) Diesel Fuel,<br>Type A-ULS with a -48°C temperature operability cloud point, in accordance with Standard CAN/CGSB-3.517-2017 (latest issue)<br><br>Consignee Code: F2555<br>Requisition No.: F2555-19-0010<br><br>Material Safety Data Sheet (MSDS) required for loading onto ship. | New 205 L light duty steel (18 gauge) plastic-lined returnable drums | Delivered Duty Paid (DDP) to the port of St. John's, NL by 29 July 2019 for furtherance to:<br><br>Killiniq MCTS<br>Killiniq, Nunavut<br><br><u>INVOICING/FACTURES</u><br><br>Caroline Stickle<br>caroline.stickle@dfo-mpo.gc.ca | 9,020 Litres                                    | \$                          | \$                     |
|                 | <b>Drums/Barils &amp; Pallets/Palettes</b><br><br>Drums/Barils<br><br>Pallets/Palettes                                                                                                                                                                                                                                                      |                                                                      |                                                                                                                                                                                                                                  | 44 drums /<br>barils<br>11 pallets/<br>palettes | \$ /drum<br>\$ /pallet      | \$ /drum<br>\$ /pallet |
|                 | <b>Handling/Manutention</b><br>Pallet handling (including strapping)/Manutention (incluant les courroies)                                                                                                                                                                                                                                   |                                                                      |                                                                                                                                                                                                                                  | 11 pallets/palettes                             | \$ /pallet                  | \$ /pallet             |

Drum Marking Instructions for Requisition / Instructions de marquage de barils pour le numéro de commande F2555-19-0010

Drums to be marked as follows / Les barils doivent être identifiés comme suit : **Killiniq MCTS Care of: NGCC/CCGS PRAD**

## Palletized Drummed Product Specification

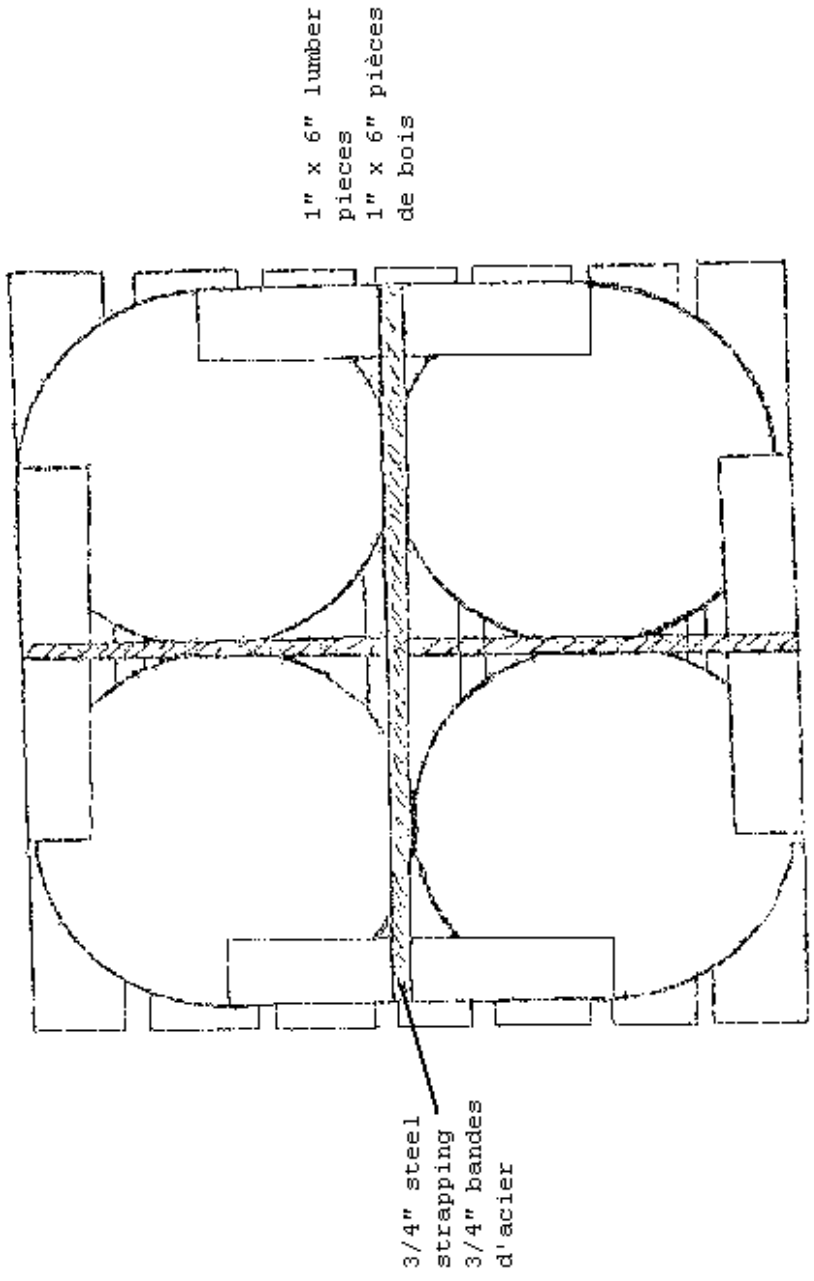
Eight pieces of 1" x 6" lumber forming angles on the top and side edges of the drums will be used. They will be fixed to the drums with 2 pieces of 3/4" bands of steel strapping.

An additional band of steel strapping will encircle the waist of the four drums.

## Spécification pour palettiser les produits en barils

L'armature doit consister en huit pièces de bois de 1" x 6" réunies par paire; l'angle de chaque paire doit recouvrir le rebord supérieur des barils. Les pièces de bois doivent être fixées aux barils par deux bandes d'acier de 3/4". Une autre bande d'acier doit retenir les quatre barils ensemble par la taille.

### TOP VIEW / VUE SUPÉRIEURE



## Palletized Drummed Product Specification -

Continued

Eight pieces of 1" x 6" lumber forming angles on the top and side edges of the drums will be used. They will be fixed to the drums with 2 pieces of 3/4" bands of steel strapping.

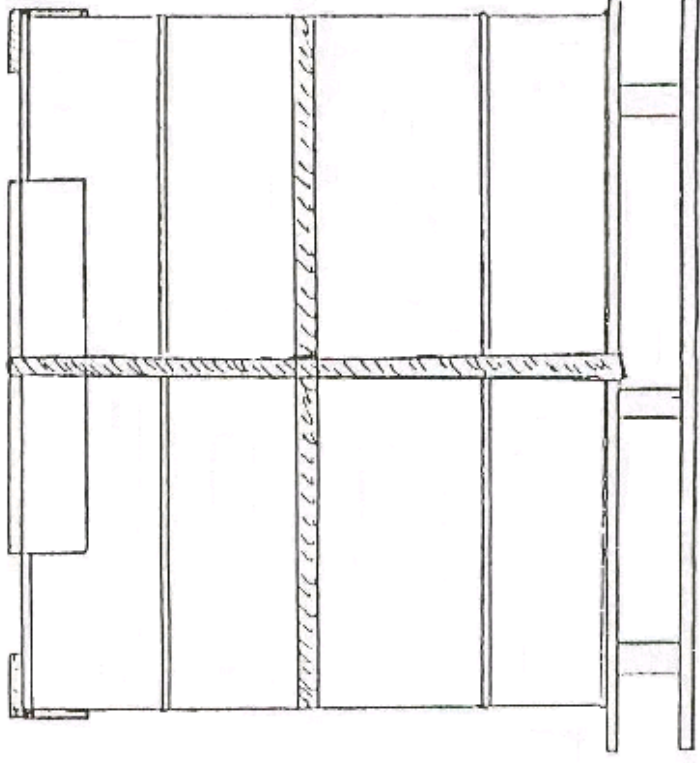
An additional band of steel strapping will encircle the waist of the four drums.

## Spécification pour palettiser les produits en

**barils** - continué

L'armature doit consister en huit pièces de bois de 1" x 6" réunies par paire; l'angle de chaque paire doit recouvrir le rebord supérieur des barils. Les pièces de bois doivent être fixées aux barils par deux bandes d'acier de 3/4". Une autre bande d'acier doit retenir les quatre barils ensemble par la taille.

## SIDE VIEW / VUE DE CÔTÉ



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## **ANNEX “B” 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).