



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions -
TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

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

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

Comments - Commentaires

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

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

Title - Sujet EMERGENCY DIESEL SUPPLY APPROVISIONNEMENT D'URGENCE EN DIESEL	
Solicitation No. - N° de l'invitation EP076-190001/B	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client EP076-190001	Date 2020-11-03
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-675-79266	
File No. - N° de dossier hl675.EP076-190001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2020-12-14 Heure Normale de l'Est HNE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input checked="" type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Arboleda, Ian	Buyer Id - Id de l'acheteur hl675
Telephone No. - N° de téléphone (343) 543-4040 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein. Voir ici.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation
EP076-190001/B
Client Ref. No. - N° de réf. du client
EP076-190001

Amd. No. - N° de la modif.
001
File No. - N° du dossier
HL675.EP076-190001

Buyer ID - Id de l'acheteur
HL675
CCC No./N° CCC - FMS No./N° VME

THIS AMENDMENT IS RAISED TO CHANGE THE REQUEST FOR PROPOSAL DOCUMENT. THE FOLLOWING REVISION IS:

1. At the Request for Proposal document, DELETE in its entirety and REPLACE with the revised solicitation document below.

ALL OTHER TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL REMAIN UNCHANGED.

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the resulting Contract.

1.2 Requirement – Bid

The requirement is detailed under Article 6.2 of the resulting contract clauses.

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 Epost Connect

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.

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors are highly encouraged to transmit their bid electronically using the epost Connect service. Information on the epost Connect service can be found in Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.

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) (<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](#) (2020-05-28) 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

2.2 Canadian General Standards Board - Standards

A copy of the CGSB standards referred to herein 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: 819-956-5740
E-mail: ncr.cgsb-ongc@tpsgc-pwgsc.gc.ca
CGSB Website: <https://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

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.

2.6 Environmental Regulations

On June 12, 2008, an Environment Canada regulation governing storage tank systems for petroleum products under federal jurisdiction came into effect (Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197). It contains specific requirements for suppliers who deliver petroleum products to those storage tank systems. Compliance with these regulations is mandatory.

Note that since June 12, 2010, suppliers are also prohibited from filling storage tanks that do not have a visible Environment Canada identification number for suppliers to record. This applies to storage tanks over a certain size, refer to the regulation above for details.

For More information on this regulation, please visit the following Environment Canada website:
www.ec.gc.ca/rs-st.

2.7 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's **Buy and Sell** website, under the heading "**Bid Challenge and Recourse Mechanisms**" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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 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)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex "B" – Pricing Schedule (the Basis of Payment). The total amount of Applicable Taxes must be shown separately.

A. Unit price

The firm unit prices per litre offered must be in Canadian dollars per litre for fuel, Canadian customs duties included, Incoterms 2000 DDP Delivered Duty Paid, and must not exceed four decimal places.

All applicable delivery and offloading charges must be included in the firm unit price(s) per litre.

B. Unit Price Adjustments

Firm unit prices shown at line item detail will be subject to upward or downward adjustments, as detailed in Annex "B" – Pricing Schedule (Basis of Payment).

C. Reference Marker

The unit prices shown at Line Item Detail are subject to adjustment using the Reference Marker price contained in the Kent Group "Wholesale by Marketer" Monday to Friday Average Daily as published on <https://charting.kentgrouppltd.com/>, as detailed in Annex "B" – Pricing Schedule (Basis of Payment).

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix 1 to Part 3- Electronic Payment Instruments, to identify which ones are accepted.

If Appendix 1 to Part 3- 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.

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information 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

Criteria Number	Description	Compliance (Met/Not Met)	Bidder Substantiation
MTC 1	The Bidder must be able to supply and deliver diesel fuel during emergency situation as described in Annex "A" – Requirements. To demonstrate, the Bidder must provide a compliance statement.		
MTC 2	The Bidder must provide documentation with their bid demonstrating how they meet the technical requirements, including the delivery as detailed in Annex "A" Requirements.		
MTC 3	The Bidder must have a minimum of two (2) years' demonstrated experience in storing, equivalent to or in excess of, 25,000 litres of diesel fuel.		
MTC 4	The Bidder must have a storage facility located within 300 kilometres of Canada's Parliament Hill.		

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Criteria Number	Description	Compliance (Met/Not Met)	Bidder Substantiation
MFC 1	The Bidder must bid a (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.		
MFC 2	The Bidders' financial bid must be in accordance with Annex "B" – Pricing Schedule (Basis of Payment).		

4.2 Basis of Selection

- 4.2.1 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 highest total financial score will be recommended for award of a contract.
- 4.2.2 All responsive bids will be ranked according to their combined rating between the Diesel Fuel Pricing Score (60%) and Delivery Score (40%).
- 4.2.3 All figures used in the evaluation will be rounded up to 2 decimal places.
- 4.2.4 All scores are prorated with all other Bids.
- 4.2.5 The following formulas and calculations will be used to determine the basis of selection:
 - 4.2.5.1 The Bidder's Diesel Fuel Pricing Score will be calculated using below formula:

$$\frac{\text{Lowest Total Diesel Fuel Price}}{\text{Bidder's Total Diesel Fuel Price}} \times 100 \times 60\% = \text{Bidder's Diesel Fuel Score}$$

- 4.2.5.1.1 The Diesel Fuel Price will be calculated using the unit prices submitted in its financial bid at Annex "B" – Pricing Schedule multiplied by the assigned weighting per estimated volume of fuel per day for Ontario and Quebec. The total sum for both province will be the Bidder's Total Diesel Fuel Price. Below are the calculations and formulas to be used.

Table 1 – Total Diesel Fuel Price

ONTARIO					
ITEM	DESCRIPTION	ESTIMATED VOLUME OF FUEL PER DAY	UNIT PRICE (A1)	WEIGHT (B1)	CALCULATION (A1) X (B1) = (C1)
1	Diesel Type A ("Diesel #1") CAN/CGSB-3.517-2020 (latest issue) End Use: Generators for Power Generation	1 to 1,000 litres	\$___	50%	\$___
		<1,000 to 5,000 litres	\$___	10%	\$___
		<5,000 to 10,000 litres	\$___	10%	\$___
		<10,000 to 15,000 litres	\$___	10%	\$___

		<15,000 to 20,000 litres	\$___	10%	\$___
		<20,000 to 25,000 litres	\$___	10%	\$___
		<25,000 litres	\$___	0%	\$___
Type A ("Diesel #1") Ontario Sub-total (C1)					\$___
ITEM	DESCRIPTION	ESTIMATED VOLUME OF FUEL PER DAY	UNIT PRICE (D1)	WEIGHT (E1)	CALCULATION (D1) X (E1) = (F1)
2	Diesel Type B ("Diesel") CAN/CGSB-3.517-2020 (latest issue) End Use: Generators for Power Generation	1 to 1,000 litres	\$___	50%	\$___
		<1,000 to 5,000 litres	\$___	10%	\$___
		<5,000 to 10,000 litres	\$___	10%	\$___
		<10,000 to 15,000 litres	\$___	10%	\$___
		<15,000 to 20,000 litres	\$___	10%	\$___
		<20,000 to 25,000 litres	\$___	10%	\$___
		<25,000 litres	\$___	0%	\$___
		Type B ("Diesel") Ontario Sub-total (F1)			

QUEBEC					
ITEM	DESCRIPTION	ESTIMATED VOLUME OF FUEL PER DAY	UNIT PRICE (A2)	WEIGHT (B2)	CALCULATION (A2) X (B2) = (C2)
1	Diesel Type A ("Diesel #1") CAN/CGSB-3.517-	1 to 1,000 litres	\$___	50%	\$___

	2020 (or latest issue)				
	End Use: Generators for Power Generation	<1,000 to 5,000 litres	\$___	10%	\$___
		<5,000 to 10,000 litres	\$___	10%	\$___
		<10,000 to 15,000 litres	\$___	10%	\$___
		<15,000 to 20,000 litres	\$___	10%	\$___
		<20,000 to 25,000 litres	\$___	10%	\$___
		<25,000 litres	\$___	0%	\$___
Type A ("Diesel #1") Montreal Sub-total (C2)					\$___
ITEM	DESCRIPTION	ESTIMATED VOLUME OF FUEL PER DAY	UNIT PRICE (D2)	WEIGHT (E2)	CALCULATION (D2) X (E2) = (F2)
2	Diesel Type B ("Diesel") CAN/CGSB-3.517-2020 (or latest issue) End Use: Generators for Power Generation	1 to 1,000 litres	\$___	50%	\$___
		<1,000 to 5,000 litres	\$___	10%	\$___
		<5,000 to 10,000 litres	\$___	10%	\$___
		<10,000 to 15,000 litres	\$___	10%	\$___
		<15,000 to 20,000 litres	\$___	10%	\$___
		<20,000 to 25,000 litres	\$___	10%	\$___
		<25,000 litres	\$___	0%	\$___
Type B ("Diesel") Montreal Sub-total (F2)					\$___

Calculation of Bidder's Total Diesel Fuel Price	
Type A (Diesel #1) Sub-total (C1)	\$___

Type A (Diesel #1) Sub-total (C2)	\$___
Type B (Diesel) Sub-total (F1)	\$___
Type B (Diesel) Sub-total (F2)	\$___
Bidder's Total Diesel Fuel Price	\$___

4.2.5.2 The Delivery Score will be based on the Total Delivery Fees for delivery, prorated against the other Bids, to provide the weighted scoring applied towards the total financial score.

4.2.5.3 The Delivery Score will be calculated using below formula:

$$\frac{\text{Lowest Total Delivery Price}}{\text{Bidder's Total Delivery Price}} \times 100 \times 40\% = \text{Bidder's Delivery Score}$$

4.2.5.3.1 The Bidder's Total Delivery Price will be calculated using the delivery/cartage prices submitted in its financial bid at Annex "B" – Pricing Schedule and the assigned weighting per estimated volume of fuel per day, as follows:

Table 2 – Total Delivery Price

ITEM	DESCRIPTION	ESTIMATED VOLUME OF FUEL PER DAY	RATE (G)	WEIGHT (H)	CALCULATION (G) X (H) = (J)
1	Flat Delivery/Cartage Fee per location (up to 3, round trip)	Up to 25,000 litres	\$___	50%	\$___
2	Flat Daily Delivery/Cartage Fee (4 or more locations, round trip)	Up to 25,000 litres	\$___	50%	\$___
Bidder's Total Delivery Price (J)					\$___

4.2.5.8 The sum of the Diesel Fuel Score and Delivery Score will determine the Bidder's Total Financial Score. The top ranked responsive bid with the highest Total Financial Score will be recommended for award of a contract. The following formula will be used to calculate the Bidder's Total Financial Score:

$$\begin{array}{l} \text{Diesel Fuel Score} \\ + \\ \text{Delivery Score} \\ \hline = \text{Total Financial Score} \end{array}$$

4.2.6 In an event of a tie, the bid with the higher Diesel Fuel Score will be recommended for contract award.

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 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](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 property 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

5.2.3.1 General Environmental Criteria Certification

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

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 the Contract.

6.2 Requirement

The Contractor must provide the Requirements in accordance with Annex "A".
The product delivered by the Contractor must be in accordance with the product description, and instructions where applicable, shown at Annex "A".

6.2.1 Delivery Verification

Deliveries will be verified by printed metered slips, standard commercial delivery slips or other industry-standard documentation, as applicable.

6.2.2 Delivery Into Storage - Required Fill Nozzle

The Contractor must deliver the fuel with the proper fill nozzle. Under no circumstances is the Contractor to force the nozzle in the fill nozzle opening or fill the storage tank in any other way than through the fill nozzle opening. The Contractor must immediately contact the Project Authority for direction if there are issues with the fill nozzles and also advise the Contracting Authority.

6.2.3 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".

6.2.4 Volume Corrected To 15°C

When diesel fuel is delivered in bulk, the quantity/volume of fuel used for invoicing purposes shall 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.

6.2.5 Certificate of Analysis (CoA)

Upon request and at time of order, a copy of the certificate of analysis must be provided to the Identified User Representative at the delivery point.

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) (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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

Professional Services – Medium Complexity 4009 (2013-06-27), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of Contract

The period of the Contract is from date of Contract to (one year later) inclusive.

6.4.1.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to twenty-four (24) additional one month period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

6.4.2 Delivery Points

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

6.4.3 Inspection and Acceptance

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

6.4.4 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" delivery and offloading charges included.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ian Arboleda

Public Works and Government Services Canada
Acquisitions Branch, Commercial and Alternative Acquisition Management Sector
Industrial Products and Vehicles Procurement Directorate
Fuel & Construction Products Division (HL)
140 O'Connor St
Ottawa ON K1A 0S5
Telephone: 343-543-4040
E-mail address: ian.arboleda@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

The Project Authority for the Contract is:

(TO BE PROVIDED AT CONTRACT AWARD)

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 Contractor's Representative

Name and telephone number of the person responsible for:

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

6.6 Payment

6.6.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), DDP to destination, as specified in the in Annex "A" for an **estimated** cost of \$ _____ CAD (*insert the amount at contract award*). 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.

6.6.2 Basis for Unit Price Adjustments

Unit prices will be subject to upward or downward adjustment using The Kent Group "Wholesale by Marketer" Monday to Friday Average Daily Rate as published on <https://charting.kentgrouppltd.com/> using **Reference Markers** as follows.

- a) For Diesel Fuel (Type A): "Diesel #1"
- b) For Diesel Fuel (Type B): "Diesel"

6.6.3 Unit Prices/Taxes

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

6.6.4 Method of Calculating Unit Price Per Litre Adjustments

An adjustment to the firm unit prices per litre in the Annex "B" will be calculated as indicated hereunder.

The adjustment to the unit price will be equal to the applicable Monday to Friday Average Daily Rate for the Reference Marker price for the week ending on the **Friday just prior to the date of delivery** minus the applicable Monday to Friday Average Daily Rate for the Reference Marker for the week ending **October 23, 2020**, plus the bid price.

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

6.6.5 Reference Marker Price – ONTARIO Deliveries

In their bid, the Bidder must quote their unit price per litre using the following Monday to Friday Average Daily Rate for the Reference Marker for **October 23, 2020**, expressed in Canadian dollars per litre:

October 23, 2020 values, Kent Group – “Wholesale by Marketer” Monday to Friday Average Daily Rate:

<u>DESIGNATED CENTRE:</u> Toronto	
PRODUCT	VALUE
Diesel	\$0.4940
Diesel #1	\$0.5310

6.6.6 Reference Marker Price – QUEBEC Deliveries

In their bid, the Bidder must quote their unit price per litre using the following Monday to Friday Average Daily Rate for the Reference Marker for **October 23, 2020**, expressed in Canadian dollars per litre:

October 23, 2020 values, Kent Group – “Wholesale by Marketer” Monday to Friday Average Daily Rate:

<u>DESIGNATED CENTRE:</u> Montreal	
PRODUCT	VALUE
Diesel	\$0.5330
Diesel #1	\$0.5812

6.6.7 Revision of Reference Marker

In the event that:

- A) the applicable Reference Marker is discontinued; or
 - B) Public Works and Government Services Canada determines that the Reference Marker does not reflect market conditions;
- the parties will mutually agree upon an appropriate and comparable substitute and the Contract will be modified to reflect such substitute on a mutually agreed upon date.

6.6.8 Terms of Payment

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

6.6.9 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity). One (1) copy must be forwarded to the Invoicing Office listed in Annex "A" – Requirements, and one (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 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.

6.9 Applicable Laws

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

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 (2020-05-28) Goods (Medium Complexity);
- (c) the Supplemental General Conditions 4009 (2013-06-27) Professional Services – Medium Complexity;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment; and
- (f) 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
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
G1005C	Insurance – No Specific Requirement	2016-01-28

ANNEX "A" - REQUIREMENT

EMERGENCY DIESEL SUPPLY

1 BACKGROUND

Public Service and Procurement Canada (PSPC) Real Property Services (RPS) is responsible for providing Property and Facility Management in support of Government of Canada activities. This includes a full range of property management services in a diverse portfolio that consists of office and special-purpose space for PSPC and other federal custodial assets. Delivery of real property services in-house and manages assets in all sourced mechanism environments, including lease administration services and oversight of real property contracts.

In addition, RPS provides advisory services on a full range of services, including base building security, emergency preparedness, service calls, annual building management planning, incident command systems, maintenance support services, service operations analytics and various other property management subject matters.

Certain federal clients are housed in multiple buildings within the National Capital Area. In case of a power failure, these facilities must continue to be powered through various generators.

The intent of the resulting contract is to serve as a stop-gap measure to address immediate emergencies in buildings while PSPC assesses the magnitude of the situation.

2 REQUIREMENT

Canada has a requirement for a Supplier to reserve and maintain a minimum of 25,000 litres of diesel fuel at all times; and deliver varying quantities to multiple federal government occupied facilities within the National Capital Area on an urgent and as-and-when required basis (24 hours a day, 7 days a week), during emergency situations.

Emergency situations include, but not limited to, flood, hurricane, tornado, earthquake, snowstorm, extreme temperatures, or any other natural disaster.

The Supplier will be required to obtain and maintain all the necessary supplies, equipment, personnel, approvals, certifications and insurance requirement throughout the duration of the contract.

Note: The National Capital Area is defined as the National Capital Region in the Schedule to the National Capital Act, 1985.

2.1 Required Diesel Grade

The diesel fuel delivered by the Contractor must conform to the latest issue of the Canadian General Standards Board (CGSB) Standard, currently CAN/CGSB-3.517-2020.

3 TASKS

3.1 Delivery of Diesel During Emergency Situations

3.1.1 The Supplier will be required to perform, but are not limited to, the following:

- a. Deliver diesel fuel directly into various generators and tanks, as instructed by the designated PSPC Property and Facility Manager (PFM) and/or Project Authority (PA) within the requested time frame stated in 4.1.
- b. Take order/requests via email or telephone by completing a Supplier-provided Diesel Fuel Order Form. Refer to sample form provided in Appendix 2 to Annex "A".
- c. Deliver diesel fuel via Supplier preferred method, such as, but not limited to tank wagon/truck.

- d. Conduct fuel testing and provide a quality assurance report within 48 hour of request by the PA. The report must include the quantity of fuel (in litres) on inventory to demonstrate the minimum fuel required at all times.
- e. Provide a Monthly Consumption Report that contains, but not limited to, the following information:
 - i. Name and location of building/facility;
 - ii. Requestor Name (PFM or PA)
 - iii. Property ID and Building/Structure/Land ID;
 - iv. Tank ID;
 - v. Diesel Type;
 - vi. Delivery Method;
 - vii. Size of tank/generator (in litres);
 - viii. Quantity delivered; and
 - ix. Unit and total price.

4 DELIVERY

The Supplier shall deliver diesel fuel to multiple buildings, within the National Capital Area, for Public Services and Procurement Canada (PSPC) and its client departments/agencies.

4.1 Service Standards and Emergency Procedures

The Supplier must supply and deliver diesel fuel in accordance with the following procedures during an emergency:

- Step 1 – Requestor (PFM or PA) contacts the Supplier's POC, via email or telephone, to place an order.
- Step 2 – POC must complete Diesel Fuel Order Form and confirm information with requestor.
- Step 3 – Supplier to process requests/orders and deliver on a first come, first serve basis and within 8 hours of request/order confirmation.
- Step 4 – Supplier must provide a written confirmation within 2 hours of delivery completion.

Should the Supplier be unable to supply and/or deliver fuel within the specified time frame, the Supplier must notify the Requestor within 2 hours from when the request/order was taken and provide an alternate supply, delivery method and/or time frame. This includes circumstances covered under the Excusable Delay clause of the contract's General Conditions.

Supplier must arrange on-site delivery of diesel fuel to generator tanks with Building Contact provided.

5 PSPC RESPONSIBILITIES

Canada will be responsible for the following:

- a. Provide the Supplier with all the required information when placing an order/request.
- b. Provide the Supplier with any specific building information including any restrictions and limitations.
- c. Notify the Supplier of any security access requirements for the delivery location

6 SUPPLIER RESPONSIBILITIES

The Supplier must be responsible for the following:

- a. Reserve and maintain a minimum of 25,000 litres of diesel fuel for generators, at all times;
- b. Supply and deliver ALL requests/orders for diesel fuel within the timeline specified in 4.1 above.
- c. Must be available to supply and deliver diesel fuel 24 hours a day, 7 days a week.
- d. Provide a Diesel Fuel Order Form that records and confirms receipt of request/order and delivery. The form must include, at the minimum, name and address of building, type of generator/tank, estimate quantity required (if available), time frame required, restrictions and limitations.
- e. Provide all necessary equipment, supplies, transport vehicles to supply and deliver the fuel to the generators and/or tanks, as applicable. This may include, extended hoses, specialized tools, etc.
- f. Ensure that all required personnel are certified to conduct the work, as appropriate.
- g. All associated fees and permits required to conduct the work (storage, licenses, etc.).

-
- h. All personnel, equipment and supplies must comply with all applicable Federal, Provincial, Territorial and local statutes, regulations, ordinances, including any site-specific Health and Safety Plan.
 - i. Ensure that all equipment (trucks, fuel storage tanks, etc.) are in good working condition at all times.
 - j. Provide a point of contact (POC) and his/her telephone number and email address to accept/take request/order forms, 24 hours a day, 7 days a week.
 - k. Provide an Account Representative(s) responsible for the coordination, general inquiries and overall management of the supply and delivery of diesel fuel. The POC may be the person assigned as the Account Representative.
 - l. Have a preventative maintenance plan for all its equipment, including transport vehicles.
 - m. Have a quality control program for the delivery of its goods and services
 - n. Comply with the security access requirements of the delivery location where necessary.

7 CONSTRAINTS

- a. Certain delivery locations are to buildings which may have specific delivery restrictions, limitations, including security requirements.
- b. Some of the delivery locations may be under construction. The Supplier will be required to adhere to additional health and safety protocols and other requirements deemed necessary.

8 CONTRACTOR QUALIFICATIONS

- a. The Supplier must have a minimum of two (2) years' demonstrated experience in storing in excess of 25,000 litres of diesel fuel.
- b. The Supplier must have a storage facility located within 300 kilometres of Canada's Parliament Hill.

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EP076-190001

Amd. No. - N° de la modif.
File No. - N° du dossier
hl675.EP076-190001

Buyer ID - Id de l'acheteur
hl675
CCC No./N° CCC - FMS No./N° VME

**APPENDIX 1 TO ANNEX A
(SAMPLE) MONTHLY CONSUMPTION REPORT**

Supplier Name: _____

Reporting Period: _____

Building Name	Property/ Building ID	Requestor Name	Date of Request	Tank/ Generator Type	Size of Tank	Delivery Method	Fuel Type	Quantity Delivered	Fuel Unit Price	Delivery/ Cartage Fee	Total Price

Prepared by: _____

Date submitted: _____

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APPENDIX 2 TO ANNEX A
DIESEL FUEL ORDER FORM

Order date: _____

Requestor Name: _____

Requestor Type: PFM or PA

Delivery Address: _____

Building Name/ID: _____

Building Contact Name: _____

Building Contact Tel.: _____

Type of Generator: _____

Tank Size: _____

Diesel Type: Diesel (Type A) ____ Diesel #1 (Type B) ____

Estimated Quantity required: _____

Time and date required: _____

Restrictions/Limitations, if any: _____

Certificate of Analysis required: Yes ____ No ____

Order taken by: _____

Actual Delivery Date and time: _____

Quantity Delivered: _____

Delivery Method: _____

Unit Price: _____

Confirmed by: _____

ANNEX "B" – PRICING SCHEDULE (BASIS OF PAYMENT)

Table 1 - Diesel Fuel

ITEM	DESCRIPTION	DELIVERY LOCATION/NOTES	ORDERED QUANTITY PER DAY	UNIT PRICE – ONTARIO	UNIT PRICE - QUEBEC
1	Diesel Type A ("Diesel #1) CAN/CGSB-3.517-2020 (or latest issue) End Use: Generators for Power Generation	<u>Delivered Duty Paid (DDP) to: National Capital Area (NCA)</u> <u>Note:</u> Fill generator tanks located at multiple facilities within the NCA.	1 to 1,000 litres	\$	\$
			<1,000 to 5,000 litres	\$	\$
			<5,000 to 10,000 litres	\$	\$
			<10,000 to 15,000 litres	\$	\$
			<15,000 to 20,000 litres	\$	\$
			<20,000 to 25,000 litres	\$	\$
			<25,000 litres	\$	\$
2	Diesel Type B ("Diesel") CAN/CGSB-3.517-2020 (or latest issue) End Use: Generators for Power Generation	<u>Delivered Duty Paid (DDP) to: National Capital Area (NCA)</u> <u>Note:</u> Fill generator tanks located at multiple facilities within the NCA.	1 to 1,000 litres	\$	\$
			<1,000 to 5,000 litres	\$	\$
			<5,000 to 10,000 litres	\$	\$
			<10,000 to 15,000 litres	\$	\$

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				\$	\$
			<15,000 to 20,000 litres	\$	\$
			<20,000 to 25,000 litres	\$	\$
			<25,000 litres	\$	\$

Table 2 – Delivery Fee

ITEM	DESCRIPTION OF CONTRACT ITEMS	NOTES	ESTIMATED VOLUME OF FUEL PER DAY	RATE
1	Flat Delivery/Cartage Fee per location	Delivery fee is per round trip per location, up to 3 addresses within the NCA, and includes all other associated costs to deliver/transport and fill tank(s).	Up to 25,000 litres	\$
2	Flat Daily Delivery/Cartage Fee	Delivery fee is per round trip to 4 or more locations within the NCA and includes all other associated costs to deliver/transport and fill tank(s). NOTE: This is the maximum allowable delivery/cartage fee per day.	Up to 25,000 litres	\$

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**APPENDIX 1 to PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS**

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

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