



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

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

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

Title - Sujet Arctic Diesel Fuel	
Solicitation No. - N° de l'invitation F2563-200045/B	Date 2021-04-30
Client Reference No. - N° de référence du client F2563-200045	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-676-79997	
File No. - N° de dossier hl676.F2563-200045	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-05-17 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jougla (hl676), Jonathan	Buyer Id - Id de l'acheteur hl676
Telephone No. - N° de téléphone (613) 296-6827 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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

TABLE OF CONTENTS

TABLE OF CONTENTS	2
PART 1 - GENERAL INFORMATION	3
1.1 REQUIREMENT – BID	3
1.2 COMPREHENSIVE LAND CLAIMS AGREEMENT(S)	3
1.3 TRADE AGREEMENTS	3
1.4 DEBRIEFINGS	3
1.5 EPOST CONNECT SERVICE	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 CANADIAN GENERAL STANDARDS BOARD - STANDARDS	4
2.3 SUBMISSION OF BIDS	4
2.4 ENQUIRIES - BID SOLICITATION	4
2.5 APPLICABLE LAWS	5
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	5
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	11
PART 6 - RESULTING CONTRACT CLAUSES	13
6.1 SECURITY REQUIREMENTS	13
6.2 REQUIREMENT – CONTRACT	13
6.3 STANDARD CLAUSES AND CONDITIONS	13
6.4 TERM OF CONTRACT	13
6.5 DELIVERY, INSPECTION, AND ACCEPTANCE	14
6.6 AUTHORITIES	14
6.7 PAYMENT	15
6.8 INVOICING INSTRUCTIONS	17
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	17
6.10 APPLICABLE LAWS	18
6.11 PRIORITY OF DOCUMENTS	18
6.12 DRUM MARKING	18
6.13 PALLETIZED DRUMMED REQUIREMENTS SPECIFICATIONS	18
6.14 SACC MANUAL CLAUSES	18
6.15 DISPUTE RESOLUTION	18
ANNEX "A" - STATEMENT OF REQUIREMENT AND PRICING	
ANNEX "B"- ELECTRONIC PAYMENT INSTRUMENT	

This bid solicitation cancels and supersedes previous bid solicitation number F2563-200045/A dated April 06, 2021 with a closing of April 19, 2021 at 14:00 EDT. A debriefing will be provided to bidders who bid on the previous solicitation, if applicable.

PART 1 - GENERAL INFORMATION

1.1 Requirement – Bid

The requirement is detailed at Annex “A” Requirements and Pricing.

1.2 Comprehensive Land Claims Agreement(s)

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

- Nunavut Land Claims Agreement (NLCA)

1.3 Trade Agreements

Canada's free trade agreements pose no impediment to the inclusion of measures including set asides, for the benefit of Indigenous Peoples and businesses in a procurement. This applies to procurement obligations pursuant to all Modern Treaties (Comprehensive Land Claims Agreements).

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.

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 Offeror 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>) 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 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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 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 be in separated documents as follows:

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

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

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 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:

- (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. Delivery Lead Time

- a.1 While delivery is requested between contract award date and June 30, 2021, the best delivery date that could be offered is _____ to the Quebec City (QC) port.
- a.2 While delivery is requested between contract award date and June 30, 2021, the best delivery date that could be offered is _____ to the St. John's, NF port.

b. 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.

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" Requirements and Pricing.

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

(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" Requirements and Pricing.

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

c. Unit Price Adjustments

Firm unit prices shown at Annex "A" Requirements and Pricing will be subject to upward or downward adjustments as detailed in the Basis of Payment.

3.1.3 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.

Solicitation No. - N° de l'invitation
F2563-200045/B
Client Ref. No. - N° de réf. du client
F2563-200045

Amd. No. - N° de la modif.
File No. - N° du dossier
HL676.F2563-200045

Buyer ID - Id de l'acheteur
HL676
CCC No./N° CCC - FMS No./N° VME

3.1.4 SACC Manual Clauses

The following terms and conditions are incorporated herein

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

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

Bidder should indicate its ability to meet MTC Criteria by inserting a mark in the appropriate boxes.

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

Criteria No.	Mandatory Criteria Description	Compliance	
		Yes	No
MTC 1	Bidders must be able to provide all the items listed in Annex "A" Requirements and Pricing.		
MTC 2	The Bidder must be able to offer delivery to both ports (Quebec and Newfoundland).		

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

4.1.2. Financial Evaluation

4.1.2.1. 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 Annex "A" Requirements and Pricing; and
- (iii) Bidders must provide a price for each item listed in Annex "A" Requirements and Pricing. Bids not meeting this mandatory financial criterion will be declared non-responsive.

4.1.2.2. Evaluated Price

The evaluated price will be the sum of the following costs, derived from Table 1 in Annex "A" Requirements and Pricing:

- (a) Sub-total for item 1, Automotive Diesel Fuel for Destination 1 (QC), Cost of product (unit price) x quantity;
- (b) Sub-total for item 1, Automotive Diesel Fuel for Destination 2 (NF), Cost of product (unit price) x quantity;
- (c) Sub-total cost item 2, Drums (returnable) (cost per drum x quantity);

- (d) Sub-total cost of item 3, Pallets (returnable) (cost per pallet x quantity); and
- (e) Sub-total cost of item 4, Pallet handling (including strapping) (cost per pallet x quantity).

The delivery lead time will not be an evaluated factor.

4.2 Basis of Selection

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

In an event of a tie, a mutually agreed selection methodology will be determined between the Bidders involved in the tie and Contracting Authority (e.g. coin toss).

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

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

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 Description” at Annex “A” Requirements and Pricing.

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” Requirements and Pricing.

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.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery to the Port of Quebec City (Quebec) **OR** to the Port of St-John's (Newfoundland) is tentatively scheduled between (contract award date) and June 30, 2021, to be loaded aboard a CCGS vessel for furtherance to Killiniq, Nunavut. Notice for the exact date and delivery destination will be given no later than 10 business days before delivery is required.

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 Claims Agreement

6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" Requirements and Pricing 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, delivered and unloaded at the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" to the location as shown at Annex "A" Requirements and Pricing.

6.5.5 Cargo Booking Instructions

a. To be confirmed:

Delivery instructions will be provided by:
TBD, Canadian Coast Guard
E-Mail: TBD@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:

Jonathan Jougla
Public Works and Government Services Canada
Acquisitions Branch
Commercial & Alternative Acquisitions Management Sector
Industrial Products and Vehicles Procurement Directorate
Fuel & Construction Products Division (HL)
140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower
Ottawa, ON K1A 0R5
Telephone: (613) 296-6827
E-mail address: Jonathan.Jougla@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 Project Authority (To be added at contract award)

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.6.3 Contractor's Representative

General Enquiries

Delivery/Follow-up

Name:	_____	_____
Title:	_____	_____
Organization:	_____	_____
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" Requirements and Pricing, 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

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 Marker as gathered by Kent Group Ltd (<https://charting.kentgroupltd.com/>).

6.7.2 Unit Prices/Taxes

The unit prices offered in Annex "A" Requirements and Pricing 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

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 April 23, 2021 ("A" week value), plus the bid price. The Reference Marker will be taken from the Montreal Weekly Average Wholesale Marker.

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 April 23, 2021 is **\$0.7840**.

6.7.4 Terms of Payment

SACC Manual clause H1001C (2008-05-12) Single Payment.

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:

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:

6.7.7 Provincial Taxes (for Delivery to Quebec)

The Contractor will be responsible for applying to the Quebec Government for the necessary permits enabling delivery of fuel EXEMPT from Provincial Fuel Tax and Provincial Sales Tax if delivery occurs in Quebec.

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" Requirements and Pricing 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 _____.

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 (2020-05-28) Goods (Medium Complexity);
- (c) Annex "A", Requirement and Pricing; and
- (d) the Contractor's bid dated _____.

6.12 Drum Marking

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

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" Requirements and Pricing.

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

6.15 Dispute Resolution

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A" REQUIREMENTS AND PRICING
PWGSC FILE NUMBER : **F2563-200045**

Page 1

Table 1

ITEM	REQUIREMENT DESCRIPTION	DELIVERY METHOD	DESTINATION AND CONSIGNEE INVOICING INSTRUCTIONS	QUANTITY	UNIT PRICE	SUB-TOTAL
1	<p><u>CANADIAN COAST GUARD</u></p> <p>Automotive (On-Road) Diesel Fuel, Type A-ULS with a -48°C temperature operability cloud point, in accordance with Standard CAN/CGSB-3.517-2020 (latest issue)</p> <p>Consignee Code: F2563 Requisition No.: F2563-200045</p> <p>Material Safety Data Sheet (MSDS) required for loading onto ship.</p> <p>For furtherance to (Canadian Coast Guard responsibility):</p> <p>Killiniq MCTS Killiniq, Nunavut</p>	New 205 L light duty steel (18 gauge) plastic-lined returnable drums	<p>Destination 1 Delivered Duty Paid (DDP) to Port of Quebec City, Quebec:</p> <p>OR</p> <p>Destination 2 Delivered Duty Paid (DDP) to Port of St-John's, Newfoundland:</p> <p>Note: The destination port will be determined after contract award.</p>	15,580 Litres	<p>\$ -----</p> <p>\$ -----</p>	<p>\$ -----</p> <p>\$ -----</p>
2	Drums (returnable)			76 drums	\$ ----- /drum	\$ -----
3	Pallets (returnable)			19 pallets	\$ ----- /pallet	\$ -----
4	Pallet handling (including strapping). Refer To Palletized Drummed Products Specification.			19 pallets	\$ ----- /pallet	\$ -----

ANNEX "A" REQUIREMENTS AND PRICING
PWGSC FILE NUMBER : **F2563-200045**

Total (Evaluated Price) \$

Drum Marking
Drums are to be marked as follows: **"Killiniq MCTS Care of: CCGS (TBD -Ship)"**

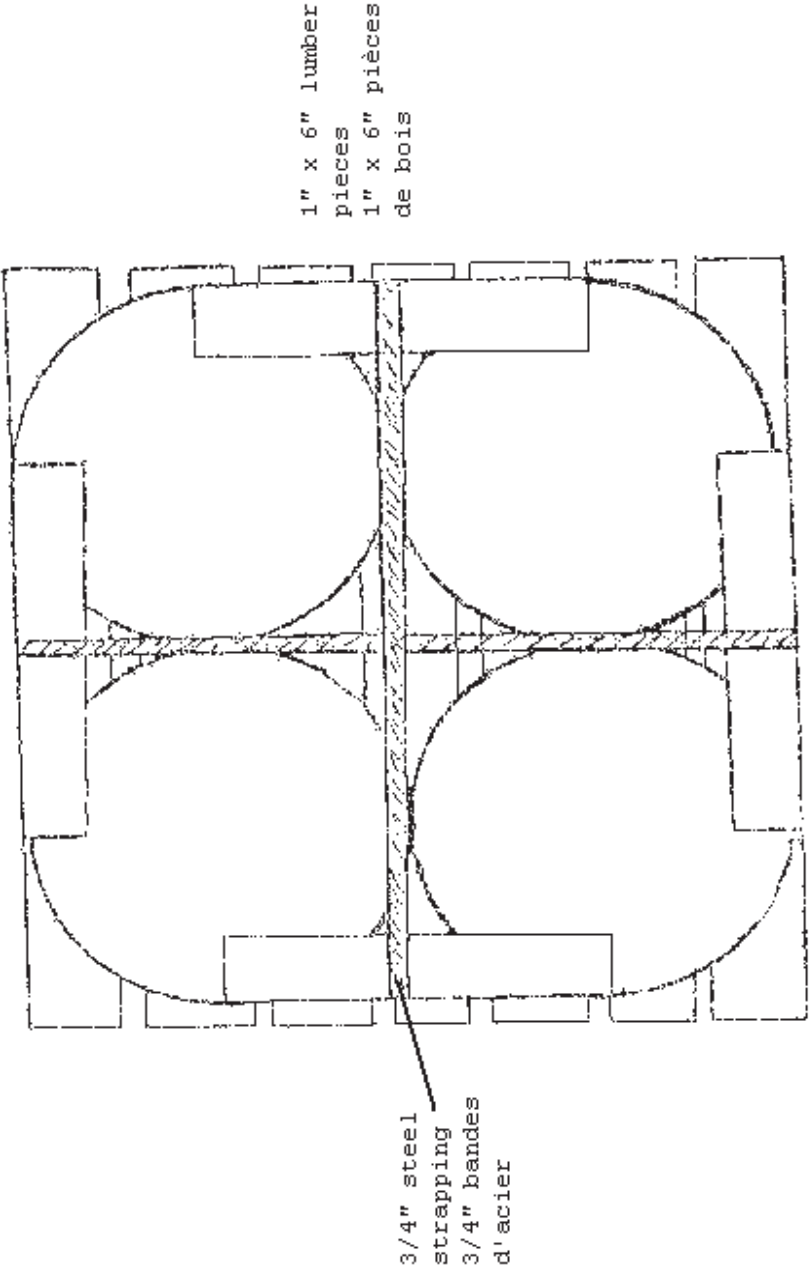
Palletized Drummed Product Specification

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



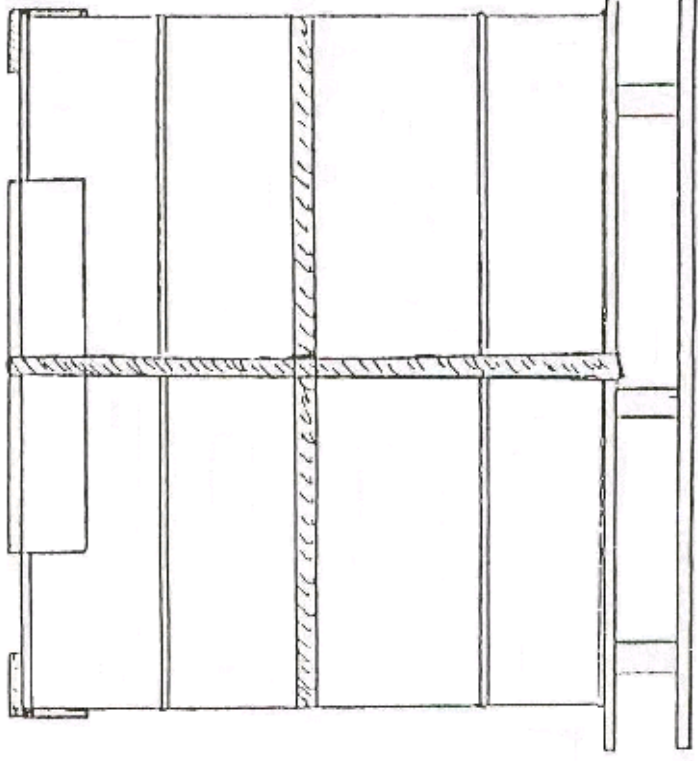
Palletized Drummed Product Specification - Continued

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 - suite

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



Solicitation No. - N° de l'invitation
F2563-200045/B
Client Ref. No. - N° de réf. du client
F2563-200045

Amd. No. - N° de la modif.
File No. - N° du dossier
HL676.F2563-200045

Buyer ID - Id de l'acheteur
HL676
CCC No./N° CCC - FMS No./N° VME

ANNEX “B” 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).