



Government of Newfoundland and Labrador

Public Procurement Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

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SHIP TO: As indicated in blanket release
or
contract agreement PO
Canada

BILL TO: As indicated in blanket release
or
contract agreement PO
Canada

TO: HIGHLANDS FUEL DELIVERY GP
o/a Irving Energy Distribution
and Marketing
PO Box 880
Saint John, NB
E2L 4C3
Canada

Customer No.	Supplier No. 40099464	Ordered / Buyer 14-JUN-19 Hynes, J	Revised / Buyer
F.O.B: DESTINATION	Requestor:		Contact:

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: Hynes, J **DATE:** 17-JUN-19 **TOTAL:**

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MSOA - BULK FUEL - SUPPLY AND DELIVERY

The resulting Master Standing Offer Agreement shall permit any Government Department, and any Public Body having delegated its authority to tender to the Public Procurement Agency, to order, on an "as and when required basis", the items listed herein at the prices set against each.

Invitation to Tender No.TP118009605 shall form part of the contract.

PERIOD OF CONTRACT

The term of the Agreement shall be June 17, 2019 to May 31, 2022, with an option extend the Agreement, by mutual consent of both parties, the same terms, conditions and pricing for an additional three (3) - one (1) year terms, reviewed each year.

VENDOR CONTACT INFORMATION:

Highland Fuel Delivery GP (Irving Energy)
Tara Frost
Phone: (506) 202-5334
Fax: (506) 242-1181
Email: tara.frost@irvingoil.com

PUBLIC PROCUREMENT AGENCY CONTACT INFORMATION:

Janet Hynes
Phone: 709-729-6965
Email: janethynes@gov.nl.ca

NO GUARANTEE OF VOLUME OF WORK:

Public Procurement Agency makes no guarantee as to the value or volume of the Deliverables. The Agreement with the preferred bidder, as defined in the Public Procurement Act, will not be an exclusive contract for the provision of the Deliverables.



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TRADE AGREEMENTS:

Bidders should note that procurements falling within the scope of The Canadian Free Trade Agreement (CFTA) and the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this ITT. The Atlantic Standard Terms and Conditions apply to this ITT and may be obtained from Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca.

THE DELIVERABLES

- Zone 1 - No. 2 Furnace: -\$0.0984
- Zone 1A - No. 2 Furnace: -\$0.0814
- Zone 2 - No. 2 Furnace: -\$0.0814
- Zone 3 - No. 2 Furnace: -\$0.0814
- Zone 4 - ULS Diesel: -\$0.0058
- Zone 4 - No. 2 Furnace: -\$0.0814
- Zone 4 - Regular Unl: \$0.0498

DELIVERY

Public Procurement Agency requires delivery so as to ensure the uninterrupted supply of the required bulk fuel products. Bidders must become familiar with the locations included as an attachment to this tender, along with the fuel type and special delivery instructions for each location.

Public Procurement Agency reserves the sole and absolute right to add and remove locations throughout the effective period of the agreement.

The preferred bidder(s) will be required to establish a delivery schedule for each location in awarded zones. Further, arrangements to meet unique requirements such as minimum fuel inventory levels and late night deliveries must also be made following the award.

The preferred bidder(s) must make satisfactory delivery arrangements with each location in its bid regarding delivery procedure, including the maintenance of a satisfactory reserve of fuel(s) at all times. Delivery of fuel(s) may occasionally be required over weekends.

The preferred bidder(s) under the contract must protect property so that no damage is done. In the event damage does occur, the supplier shall make good the same to the satisfaction of the end user. Should the supplier fail to make good the damage, the end user may have the damage repaired and deduct the cost of same from monies then or thereafter owing the supplier.

The preferred bidder(s) agree to no additional fees for emergency deliveries.

Preferred bidder(s) must not assign or sub-contract delivery of required products to third-parties without prior written consent from



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Public Procurement Agency.

Suppliers bidding on Regions in Labrador confirm ability to meet seasonal and delivery mode requirements. These requirements are mandatory for any Supplier providing fuel in Labrador

DELIVERY LOCATIONS

A preliminary list of delivery locations has been provided in a separate file as an attachment to this tender.

NEWFOUNDLAND AND LABRADOR HOUSING CORPORATION

NLHC requirements for locations are purchased according to annual fuel subsidies; therefore, successful supplier(s) will be required to supply product based upon these fuel subsidies. Furnaces for these locations are of a household type.

REGULATORY CONSTRAINTS

Suppliers accept that all governing Federal, Provincial, and Municipal standards, rules, regulations, and guidelines in effect apply to the delivery of the product being supplied, including the provision of Material Safety Data Sheets and WHMIS updates, shall prevail during the effective period of this Agreement.

REPORTING - DEFECTIVE EQUIPMENT

Suppliers must report all faults, and/or defects to users equipment or installation thereof immediately upon observance of such incidents. Suppliers must also conduct a tank inspection prior to commencing delivery at any new sites that may be added during the length of this Agreement.

FUEL SPILLAGE

Any fuel spilled at the fuel fill or released through vent pipes by overfilling the tanks shall be cleaned at the suppliers' expense to the satisfaction of the Province.

FUEL SAMPLES

For all deliveries to the Department of Transportation and Works - Marine Service Division, the Supplier agrees to provide a fuel sample with each fuel filling. The sample bottles will be provided by the supplier and the sample will be taken shortly after the fueling procedure has commenced.

End users reserve the right to take samples and have independent analysis and tests made of any diesel and fuel oils delivered. Should the preferred bidder(s) supply any product of inferior quality, it will not be accepted, and shall be removed in a reasonable period of time by the contractor at his own expense. Should the proponent refuse to remove such material, the Province may take action to remove it,



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and charge any costs incurred to the proponent. Failure to meet quality standards may be cause for cancellation of the contract.

CANCELLATION OF CONTRACT

Any contract issued as a result of this ITT shall be subject to cancellation by either party within 90 days of written notification. Payment of goods on order or in the process of being delivered will be honoured.

WARRANTY

The vendor warrants title to commodities supplied and warrants them free from defects and/or imperfections, and will indemnify and hold the purchaser harmless against any or all suits, claims, demands and/or expenses, patent, litigation infringement, or any claim by third parties in or to the commodities mentioned and supplied by him.

REPORTING

The successful supplier SHALL provide quarterly usage reports regarding the individual product usage for all the items listed on this ITT, in a format and time frame determined by the Public Procurement Agency (i.e.: account #, account name, delivery address, volume, value, product type, date, invoice #, zone number).

WEEKLY PRICING CALCULATION

SPECIFIED RACK RATE

Bloomberg Briefs - Weekly Pricing and Data Supplement, Canadian Pricing, Canadian Terminal Racks, Montreal, Bid Price - published each Friday will provide the agreed upon rack rates. Specified Rack Rack-rates become effective at 12:00 AM Saturday and each and every Saturday thereafter during the effective period of this agreement.

(Reference Rack rates published each Friday + Mark -Up = Weekly Price from Saturday to Friday)

TERMS AND CONDITIONS

Each participating organization will be responsible for issuing its own contract/purchase orders(s) and is to be invoiced accordingly.

PURCHASING CARD

Any government department or government funded body reserves the right to utilize a procurement card in lieu of a purchase order for all or select acquisitions. Successful bidder shall not refuse nor charge additional premiums or fees when procurements cards are tendered for payment.

QUANTITY



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Based on historical data, the quantities listed herein are projected usages for the contract period and are estimates made in good faith and are not a guarantee of the quantities that may be ordered. The contract shall be limited to the actual quantities ordered and delivered during the contract period.

INVOICING

Invoices shall be submitted directly to each participating organization who obtains the goods. It is to be understood that payment of invoices will be the responsibility of the ordering government funded body and further understood that the successful supplier (s) will hold the Public Procurement Agency harmless respecting any loss, damage and non-payment resulting from or relating to any order placed with the supplier against any contract resulting from this Invitation to Tender.

Government Departments Only

The Government of Newfoundland and Labrador (GNL) has expanded its financial management system and streamlining the accounts payable process. Invoices and credit memos that were traditionally sent to individual departments will be emailed or mailed to one central government location, the Department of Finance, Corporate Financial Services Division (CFS).

To receive payment on a timely basis, please mail or email invoices to:

Department of Finance
Corporate Financial Services Division
657 Topsail Road, St. John's, NL
A1E 2E3
Email: gnlinvoices@gov.nl.ca

DIRECT DEPOSIT FOR PAYMENT

Government Departments Only:

The preferred method of payment to the successful bidder/proponent for any goods or services provided as a result of this procurement opportunity will be direct deposit (other cost effective payment methods may be used for certain international suppliers where banking technologies prevent the use of direct deposit).

As of December 31, 2016, all payments issued to businesses and individuals shall be direct deposit. The successful bidder is encouraged to register to receive payments by direct deposit if not currently enrolled with the Province.

Enrolment forms can be obtained from the Department of Finance web site at:

<http://www.releases.gov.nl.ca/releases/2014/fin/0808n02.aspx>
To enroll for direct deposit, please visit www.gov.nl.ca/fin or call 1-888-729-6199



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PARTICIPANTS

All Government Departments

The following Public Bodies:

Municipalities:

- Baie Verte
- Birchy Bay
- Brighton
- Burlington
- Carbonear
- Channel - Port aux Basques
- Fogo Island
- Gambo
- Glovertown
- Grand Falls - Windsor
- Happy Valley - Goose Bay
- Harbour Grace
- Hearts Delight Islington
- Meadows
- Mount Pearl
- Point Leamington
- Port aux Choix
- Portugal Cove - St. Phillips
- Robert's Arm
- Roddickton - Bide Arm
- St. Anthony
- St. George's
- St. Lawrence
- Stephenville
- Upper Island Cove
- Victoria

- College of the North Atlantic
- Fisheries & Marine Institute
- Memorial University of NL
- Newfoundland and Labrador English School District
- Conseil Scolaire Francophone Provincial de Terre-Neuve et du Labrador

- Central Health
- Eastern Health
- Labrador Grenfell Health
- Western Health

- Newfoundland and Labrador Housing Corporation
- Pippy Park Commission
- WorkPlaceNL

End of Document