

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

INVITATION TO TENDER
APPEL D'OFFRES

**Tender 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.

**Soumission 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 et 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
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Fuel - Drummed & Palletized	
Solicitation No. - N° de l'invitation W1568-13JN10/A	Date 2012-12-11
Client Reference No. - N° de référence du client W1568-13JN10	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-607-9642
File No. - N° de dossier EDM-2-35305 (607)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-21	
Time Zone Fuseau horaire Mountain Standard Time MST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Jenkinson, Lorraine	Buyer Id - Id de l'acheteur edm607
Telephone No. - N° de téléphone (780) 497-3593 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE FQL Site, Bay #2 YELLOWKNIFE Northwest Territories X1A2R3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

TITLE: FUEL - DRUMMED & PALLETIZED

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Article 2 of Part 6 - Resulting Contract Clauses.

3. Comprehensive Land Claims Agreement (CLCA)

3.1 This procurement is subject to the Inuit of Nunavut Land Claims Agreement (NLCA), Article 24 Government Contracts. (http://www.collectionscanada.gc.ca/webarchives/20071115061311/http://www.ainc-inac.gc.ca/pr/agr/nunavut/index_e.html)

4. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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 (2012-11-19), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. 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 on page 1 of the bid solicitation.

Bids transmitted by facsimile to PWGSC will be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is

eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 hard copy or 1 fax copy)
- Section II: Financial Bid (1 hard copy or 1 fax copy)
- Section III: Certifications (1 hard copy or 1 fax copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). 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 the Requirement and Basis of Payment, Annex "A". The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Bidders are requested to submit a statement of Aboriginal Opportunities Consideration in accordance with Annex "B".

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**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.

1.1 Technical Evaluation**1.1.1 Mandatory Technical Criteria**

- a) The Bidder certifies that the products offered above meet the specifications described in Annex "A".
- b) The Bidder meets the mandatory delivery requirement.

1.2 Financial Evaluation**1.2.1 Calculation of Bid Price**

The Total Bid Price will be calculated in the following method:

- 1.2.1 The unit price quoted for each item will be multiplied by the estimated quantity to arrive at a total price per item. The total prices per item will be aggregated to determine the Total Bid Price.
- 1.2.2 The Total Bid Price will then be reduced by the applicable percentage reduction (for evaluation purposes only) achieved from Annex "B", Aboriginal Opportunities Consideration to achieve an Evaluated Price.

1.2.2 Aboriginal Opportunities Consideration

Evaluation criteria are detailed in the Aboriginal Opportunities Consideration, Annex "B".

1.2.3 SACC Manual Clauses

A0220T (2007-05-25), Evaluation of Price
C3011T (2010-01-11), Exchange Rate Fluctuation

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form- PWGSC-TPSGC 229](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html)) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to

meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - Certification

Federal Contractors Program - \$200,000 or more

- 2.1.1 The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- 2.1.2 If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- 2.1.3 The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under Annex "A" - Requirement and Basis of Payment.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before **2012-FEBRUARY-6**.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lorraine Jenkinson
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Western Region
Telus Plaza North
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6

Telephone: (780) 497-3593

Facsimile: (780) 497-3510

E-mail address: Lorraine.Jenkinson@pwgsc-tpsgc.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.

5.2 Project Authority

(to be named in the contract)

The Project Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Solicitation No. - N° de l'invitation

W1568-13JN10/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm607

Client Ref. No. - N° de réf. du client

W1568-13JN10

File No. - N° du dossier

EDM-2-35305

CCC No./N° CCC - FMS No/ N° VME

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.

5.3 Contractor's Representative

Name: _____

Title: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "A", for a cost of \$ _____ insert the amount at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.3 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

7. Invoicing Instructions

- 7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

7.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

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 (2012-11-19), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement and Basis of Payment;
- (d) the Contractor's bid dated _____ *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s))*

11. Defence Contract

SACC Manual clause A9006C (2012-07-16), Defence Contract

12. SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations
 B1505C (2006-06-16), Shipment of Hazardous Materials
 D3015C (2007-11-30), Dangerous Goods/Hazardous Products
 B7500C (2006-06-16), Excess Goods
 G1005C (2008-05-12), Insurance

REQUIREMENT AND BASIS OF PAYMENT ANNEX "A"

1. For the supply of barrelled fuel for the Department of National Defence, Joint Task Force North (JTFN), Yellowknife, NT for Op NUNALIVUT 13.
- Firm Unit Prices are FOB Destination and include all delivery charges to the location below.
 - Firm Unit Prices do not include GST/HST. GST/HST (if applicable) will be added as a separate line item to any invoice issued as a result of a Contract.
 - Firm Unit Price include all environmental fees, recycling fees, fuel surcharges, drum charges, and applicable taxes.

Item	Description	Quantity [A]	Firm Unit Price [B]	Extended Price [A X B]
1.1	45 Gallon (205L) Drums of GASOLINE, (WINTER GRADE) <ul style="list-style-type: none"> • Marked: JTFN, March 2013 • Fuel Quantity per barrel: 98 % • To be delivered 4 x barrels per forklift pallet, strapped as per Appendix A • No particular color drums 	380 barrels	\$ _____	\$ _____
1.2	45 Gallon (205L) Drums of DIESEL (ARCTIC GRADE) <ul style="list-style-type: none"> • Marked: JTFN, March 2013 • Fuel Quantity per barrel: 98 % • To be delivered 4 x barrels per forklift pallet, strapped as per Appendix A • No particular color drums 	90 barrels	\$ _____	\$ _____
1.3	45 Gallon (205L) Drums of NAPHTHA <ul style="list-style-type: none"> • Marked: JTFN, March 2013 • Fuel Quantity per barrel: 98 % • To be delivered 4 x barrels per forklift pallet, strapped as per Appendix A • No particular color drums 	35 barrels	\$ _____	\$ _____
TOTAL BID PRICE:				

2. **Delivery is mandatory to be no later than 06 February 2013.**

Meet Delivery Requirement: _____ (yes) _____ (no)

3. The drums and pallets will not be returned.
4. Delivery Address:

ASU (North) Tech Svcs - Supply
FOL Site Bay 2
Yellowknife, NT
X1A 2R3

ABORIGINAL OPPORTUNITIES CONSIDERATION. ANNEX "B"

The following percentage reductions in the evaluated bid price (for evaluation purpose only) allow the Bidder to provide a commitment of aboriginal benefits.

In Order to comply with the requirements of the Nunavut Land Claim Agreement (NLCA), bidders shall provide proof of effort and/or commitments made to:

	Nunavut Opportunities Consideration	Reduction Available	Reduction Granted (%)
a)	The existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area. Provide Street Address, contact name, telephone number and fax number: _____	1%	
b)	The employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts. Provide list of names of all employees wherever possible to be used on the project. Identify the Inuit employees on the list wherever possible. _____ _____	2%	
c)	The undertaking of commitments, under the contract, with respect to on-the-job training or skills development for Inuit. Provide Details: _____ _____	2%	
	MAXIMUM TOTAL REDUCTION AVAILABLE	5%	

The Contractor certifies that it's commitment of Inuit benefits submitted with its bid is accurate and complete.

(Name - Print)

(Signature of Authorized Officer of Business)

(Date)

APPENDIX "A"

PALLETIZED DRUMMED PRODUCT SPECIFICATION

Palletized Drummed Product Specification

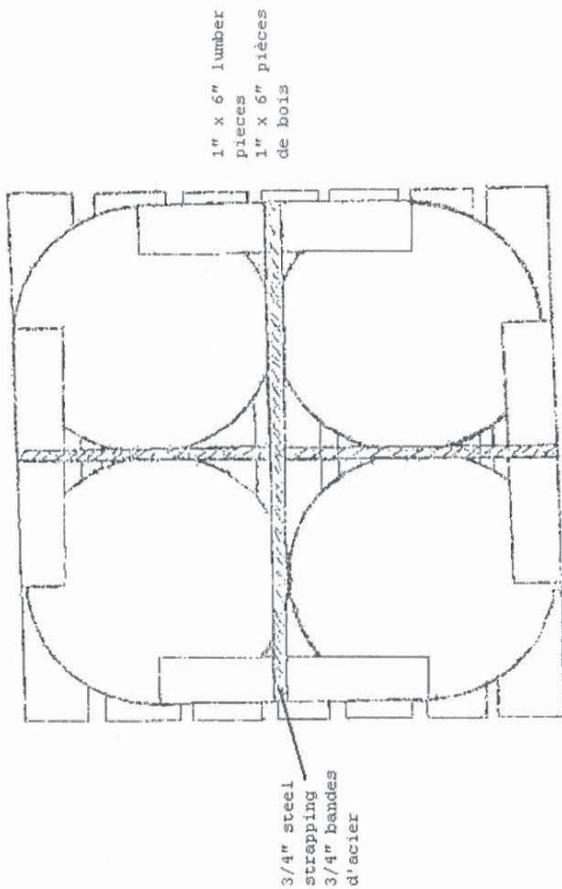
Eight pieces of 1" x 6" lumber forming angles on the top and side edges of the drums will be used. They will be fixed to the drums with 2 pieces of 3/4" bands of steel strapping.

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

Spécification pour mettre palette 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 mettre palette 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.

SIDE VIEW / Vue de côté

