

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

**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**

<b>Title - Sujet</b> Barreled Fuel	
<b>Solicitation No. - N° de l'invitation</b> W8484-158332/A	<b>Date</b> 2015-01-20
<b>Client Reference No. - N° de référence du client</b> W8484-158332	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-017-10357	
<b>File No. - N° de dossier</b> EDM-4-37245 (017)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-03-02</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Logan, Elizabeth	<b>Buyer Id - Id de l'acheteur</b> edm017
<b>Telephone No. - N° de téléphone</b> (780) 497-3956 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

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

**TITLE: FUEL - DRUMMED & PALLETIZED**

**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION**

1. Requirement
2. Comprehensive Land Claims Agreements
3. Debriefings
4. Trade Agreements

**PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

**PART 3 - BID PREPARATION INSTRUCTIONS**

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

**PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Contract Award

**PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses

**List of Annexes:**

- Annex A - Requirement and Basis of Payment  
Annex B - Aboriginal Opportunities Consideration

## **PART 1 - GENERAL INFORMATION**

### **1. Requirement**

The requirement is detailed under Annex A - Requirement.

### **2. Comprehensive Land Claims Agreement (CLCA)**

This procurement is subject to the Nunavut Land Claims Agreement (NLCA).

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **4. Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

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## **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 (2014-09-25), 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.

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## **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) (<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.

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

#### **1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

Solicitation No. - N° de l'invitation

W8484-158332/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-4-37245

Buyer ID - Id de l'acheteur

edm017

CCC No./N° CCC - FMS No/ N° VME

W8484-158332

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## **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 meet the requirement 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:

- a) 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.
- b) 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 (2014-06-26), Evaluation of Price**

### **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.

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## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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.

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## 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 (2014-11-27), 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 **March 16, 2015**.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Elizabeth Logan**

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

Telephone: (780) 497-3956

Facsimile: (780) 497-3510

E-mail address: elizabeth.logan@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 determined)

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.

## 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 lot prices as specified in Annex "B"- Basis of Payment. 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.

**6.2** SACC Manual clause H1000C (2008-05-12), Single Payment

**6.3** SACC Manual clause C6000C (2011-05-16), Limitation of Price

### 6.4 *SACC Manual Clauses*

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

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## 7. Invoicing Instructions

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.

## 8. Certifications

### 8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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 the Province of Alberta.

## 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 (2014-11-27), General Conditions - Goods (medium complexity);
- (c) Annex A, Requirement and Basis of Payment;
- (d) the Contractor's bid dated \_\_\_\_\_

## 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  
B7500C (2006-06-16), Excess Goods  
D3015C (2014-09-25), Dangerous Goods/Hazardous Products  
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 Operation NUNALIVUT 2015.

- 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 (CAN/CGSB 3.5 -2011 Grade 1 zone H)  <ul style="list-style-type: none"> <li>• Marked: <b>JTFN, OP NUNALIVUT 2015</b></li> <li>• Fuel Quantity per barrel: 98 %</li> <li>• To be delivered 4 x barrels per forklift pallet, strapped as per Appendix A</li> <li>• No particular color drums</li> </ul>	100 barrels	\$ _____	\$ _____
1.2	45 Gallon (205L) Drums of DIESEL (CAN/CGSB 3.517 -2007 Type A Mar-May Cambridge Bay)  <ul style="list-style-type: none"> <li>• Marked: <b>JTFN, OP NUNALIVUT 2015</b></li> <li>• Fuel Quantity per barrel: 98 %</li> <li>• To be delivered 4 x barrels per forklift pallet, strapped as per Appendix A</li> <li>• No particular color drums</li> </ul>	225 barrels	\$ _____	\$ _____
1.3	45 Gallon (205L) Drums of NAPHTHA (CAN/CGSB 3.27-2012) Marked: <b>JTFN, OP NUNALIVUT 2015</b>  <ul style="list-style-type: none"> <li>• Fuel Quantity per barrel: 98 %</li> <li>• To be delivered 4 x barrels per forklift pallet, strapped as per Appendix A</li> <li>• No particular color drums</li> </ul>	10 barrels	\$ _____	\$ _____
<b>TOTAL BID PRICE:</b>				

2. **Delivery is mandatory to be no later than March 16, 2015.**

**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 are requested to provide proof of effort and/or commitments made to:

	<b>Nunavut Opportunities Consideration</b>	<b>Reduction Available</b>	<b>Reduction Granted (%)</b>
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%	
	<b>MAXIMUM TOTAL REDUCTION AVAILABLE</b>	<b>5%</b>	

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)