

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

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Fuel & Construction Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Title - Sujet DRUMMED AVIATION FUEL - INUVIK	
Solicitation No. - N° de l'invitation W8484-168399/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W8484-168399	Date 2015-05-04
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-654-67234	
File No. - N° de dossier hl654.W8484-168399	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-15	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: MacLeod, Bobbi	Buyer Id - Id de l'acheteur hl654
Telephone No. - N° de téléphone (819) 956-3949 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation No. - N° de l'invitation

W8484-168399/A

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

W8484-168399

Amd. No. - N° de la modif.

001

File No. - N° du dossier

hl654W8484-168399

Buyer ID - Id de l'acheteur

hl654

CCC No./N° CCC - FMS No/ N° VME

Amendment 001 to Request for Proposal (RFP) W8484-168399/A which closes on June 15, 2015 at 2:00 p.m. is raised to:

1. **INSERT** the Terms and Conditions to the Request for Proposal as per attached.

All other terms and conditions of the Request for Proposal remain unchanged.

TITLE: Op Nanook Drummed Aviation Fuel 2015

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Requirement
2. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Canadian General Standards Board - Standards
3. Submission of Bids
4. Improvement of Requirement During Solicitation Period
5. Enquiries - Bid Solicitation
6. Applicable Laws
7. Best Delivery Date - Bid

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. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Delivery, Inspection and Acceptance
6. Authorities
7. Payment
8. Invoicing Instructions
9. Insurance
10. Certifications
11. Applicable Laws
12. Priority of Documents
13. Defence Contract
14. Drum Marking
15. Labelling
16. Palletized Drummed Requirements Specification
17. Shipping Instructions - DDP

List of Annexes:

Annex "A" Palletized Drummed Product Specification

Solicitation No. - N° de l'invitation
W8484-168399/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hl654

Client Ref. No. - N° de réf. du client
W8484-168399

File No. - N° du dossier
hl654W8484-168399

CCC No./N° CCC - FMS No/ N° VME

PART 1 - GENERAL INFORMATION

1. Requirement

The requirement is detailed under the Line Item Detail.

1.1 Comprehensive Land Claim Agreements

The following Comprehensive Land Claim Agreements apply to this procurement:

1- For deliveries to* Inuvik, NT, the Inuvialuit Final Agreement (IFA) and the Gwich'in Comprehensive Land Claim Agreement.

*where "deliveries to" means goods delivered to, and services performed in.

2. 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.

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. Canadian General Standards Board - Standards

A copy of the CGSB Standards referred to in the bid solicitation are available and may be purchased 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>

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 on page 1 of the bid solicitation.

4. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

5. Enquiries - Bid Solicitation

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

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

Solicitation No. - N° de l'invitation
W8484-168399/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hl654

Client Ref. No. - N° de réf. du client
W8484-168399

File No. - N° du dossier
hl654W8484-168399

CCC No./N° CCC - FMS No/ N° VME

6. 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.

7. Best Delivery Date - Bid

While delivery is requested by July 27, 2015, the best delivery that could be offered is _____.

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)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard 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.

The Bidder is responsible to fill in the blanks in the Articles below, as applicable.

a. Delivery Lead Time

A lead time of _____ working days will be required.

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".

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of applicable taxes must be shown separately.

a. Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

b. Unit Price

The firm unit prices quoted must be in Canadian dollars per unit of issue and must not exceed four decimal places.

All applicable delivery charges must be included in the firm unit prices.

c. Drums and Pallets

(i) Drums

It is mandatory that drums be new and non-returnable.

Non-returnable drums will be charged at \$_____ each.

(ii) Pallets and Handling

Products will be supplied on non-returnable pallets, 4 drums per pallet.

a) Non-returnable pallets will be charged at \$_____ each.

b) Handling (including strapping) will be charged at \$_____ for each pallet.

d. Unit Price Adjustments

Firm unit prices shown at "Line Item Detail" will be subject to upward or downward adjustments as detailed in the Basis of Payment.

e. Reference Marker

The unit prices for Aviation Turbine Fuel Jet A-1, shown at "Line Item Detail", are subject to adjustment using either Reference Marker "NYHB", "USGC" or "LA PIPELINE". The Bidder must select only one Reference Marker, either "NYHB" or "USGC" or "LA PIPELINE". The Bidder must indicate the Reference Marker that applies to its bid by inserting an X in the space provided below.

NYHB_____ USGC_____ LA PIPELINE_____

f. Payment of Invoices by Credit Card

Canada requests that bidders complete one of the following:

() Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

() VISA

() MasterCard

OR

() Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by credit card.

Acceptance or credit cards for payment of invoices will not be considered as an evaluation criterion.

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

The Bidder must provide all of the technical information requested in the bid solicitation to enable full and complete evaluation.

1.1.1 Mandatory Technical Criteria

The goods offered must conform to all aspects of the specifications and standards detailed herein.

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

- (a) Completion of the Certificate of Conformance in Part 5

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

1.2 Financial Evaluation

1.2.1 The **Mandatory** Financial criteria for the evaluation of each bid are:

- a) The Bidder must bid firm unit price(s) in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination Incoterms 2000, Customs Duties included for each item offered; and
- b) The Bidders' financial bid must be in accordance with the Basis of Payment.

Offers not meeting these mandatory financial criteria will be declared non-responsive.

1.2.2 Evaluated Price

The evaluated price will be the total cost of the entire requirement. The total cost will be determined by multiplying the offered unit price per litre by number of litres then adding drum charges, pallet charges and handling charges as per the financial bid.

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 on an aggregate basis will be recommended for award of a contract.

The lowest evaluated price will consider the following costs:

- 1. Cost of product (unit price) x total aggregate quantities
- 2. Total cost of non-returnable drums and non-returnable pallets
- 3. Total cost of pallet handling which includes strapping

The delivery lead time will not be an evaluated factor.

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 will render the bid non-responsive or will constitute a default under the Contract.

1. 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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

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) available from Employment and Social Development Canada (ESDC) - Labour's website. (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml)

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.

1.3 Certificate of Conformance

The Bidder certifies herein that the products offered conform and will continue to conform to the specifications in Line Item Detail during the period of the Contract.

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items as detailed under the "Line Item Detail" .

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 "Line Item Detail".

2.2 Quantity Minimum

A minimum delivery of 98 percent of the total quantity for each item identified at line item detail is acceptable to satisfy this requirement

2.3 Optional Quantity

The Contractor grants to Canada the irrevocable option to acquire the goods described at Items 5, 6, 7, and 8 of Line Item Details under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the optional quantity in whole or in part at time of contract award or in time for delivery by sending a written notice to the Contractor:

Canada is not obligated to order any of the optional quantities.

2.4 Volume Corrected to 15°C

When Aviation fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes must be adjusted to 15°C in accordance with ASTM D1250 "Petroleum Measurement Tables: Table 54B" (latest edition).

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.

Section 16, Interest on Overdue Accounts of 2010A (2014-11-27) will not apply to payments made by credit cards at point of sale. (If no credit card is accepted, this paragraph will be deleted)

3.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC ID	Title	Date
D3010C	Dangerous Goods/Hazardous Products	2014-06-26
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
B1505C	Shipment of Hazardous Materials	2006-06-16
D5510C	Quality Assurance Authority (DND) –	2014-06-26

	Canadian Based Contractor	
D5515C	Quality Assurance Authority (DND) – Foreign-based and United States Contractor	2010-01-11
D5540C	QAC Q – Requirements ISO 9001:2008 Quality Management Systems – Requirements (QAC Q)	2010-08-16
D5604C	Release Documents (DND) – Foreign-based Contractor	2008-12-12
D5605C	Release Documents (DND) – United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) – Canadian-based Contractor	2012-07-16
D5620C	Release Documents - Distribution	2012-07-16

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before _____.

4.2 Delivery Lead Time

A lead time of _____ working days will be required. *(Insert the number of days as specified by the Bidder in Bid Preparation Instructions, Part 3, Section I, b.)*

4.3 Maximum Quantities

The total of the maximum quantities specified herein can only be exceeded when authorized by the Contracting Authority by written amendment.

4.4 Adherence to Delivery Schedule

The contractor will promptly give notice to the Department of Public Works and Government Services 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.**

5. Delivery, Inspection and Acceptance

5.1 Platform Truck

An open platform truck is required by the Contractor to deliver drummed product.

5.2 Delivery Verification

Copies of sales slips/dock receipts issued at the time of delivery are to accompany all invoices.

5.3 Preparation for Delivery

Preparation for delivery must be in accordance with Canadian Forces Specifications D-LM-008-024/SF-001 dated 28 June 1978.

5.4 Specification D-82-002-007/SG-001 (2008-02-28)

In the performance of the work described herein the Contractor must comply with the requirements of DND SPECIFICATION D-82-002-007/SG-001 "Technical Requirements for Process Control for Suppliers of Aviation Fuels".

5.5 Waiver Procedure

The following publication applies:

The Design Change, Deviation and Waiver Procedure (using DND form 675) as defined in National Defence Standard D-02-006-008/SG-001 (latest edition).

5.6 Inspection and Acceptance

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

5.7 Deviations and Waivers (SACC B5001C Option 2)

The Contractor must follow these procedures for any proposed deviation or waiver to contract specifications.

The Contractor must complete of the form DND 675 "Request for Waiver or Deviation" (Parts 1 to 12) as defined in National Defence Standard D-02-006-008/SG-001 (latest edition) and send one (1) electronic copy to the Technical Authority and one (1) copy to the Contracting Authority.

The Contractor will be authorized to proceed upon receipt of the form signed by the Contracting Authority.

5.8 Confirmation Test Procedures Aviation Turbine Fuel

All aviation turbine fuel which are batched and placed in drums shall be subject to confirmation testing by the contractor prior to delivery. Confirmation testing will be comprised of a seven day soak or settling period in the drums to be delivered followed by full specification testing by a laboratory acceptable to DND. If the aviation fuel does not comply with the product specification, the supplier must batch and drum aviation fuel to replace the rejected fuel and again conduct confirmation testing.

5.9 Fuel Sample Submission Program

The purpose of the fuel sample submission program is to verify the quality of the contracted product(s). Upon request by DND, the Contractor at his/her expense must obtain, package, ship to and have analysed samples of each grade of aviation fuel at a testing laboratory specified by the DND TA. On request, the Contractor must perform the task of taking samples under the direction of the DND QAA. A sample must be submitted for testing at the beginning of each contract period and once every twelve months thereafter. DND may choose to change the frequency with two months notice. Upon request by the DND QAA, the Contractor must provide access to witness the taking of these samples with a minimum of two weeks notice from the Contractor. The minimum sample size must be 3.8 litres.

Sample Container

Samples must be taken in an epoxy coated can suitable for thermal stability testing as defined in ASTM D 4306.

Note: A potential source of supply in Canada for a 4 L can is Velcon Canada, 241 Shearson Crescent, Cambridge, Ontario, N1T 1J5, Tel. 519-622-7363. The part number is SC 0001 for the fuel sampling can and SC 0002 for the box required for shipping.

Sample Container Preparation

Approximately 24 hours prior to sampling, the Contractor must fill the sample can with filtered fuel (of the same grade to be sampled). Immediately prior to sampling, the can must be emptied and rinsed twice with the fuel to be sampled. The total volume of rinse should be approximately 50% of the can volume. The Contractor must subsequently collect the sample and immediately seal the can.

Sampling Point

The composite sample to be submitted for testing must be taken after loading of the tank wagon or rail car at the loading rack.

Laboratory Tests Required

The analysis of aviation turbine fuel samples submitted to the testing laboratory must consist of the following tests in accordance with the applicable standard CAN/CGSB 3.23 (latest edition):

- a) Appearance, undissolved water and sediment (visual)
- b) Colour (visual)
- c) Density
- d) Distillation
- e) Copper Strip Corrosion
- f) Existent Gum
- g) Flash Point
- h) Freezing Point
- i) Thermal Stability
- j) Electrical Conductivity
- k) Fuel System Icing Inhibitor (FSII)
- l) Lubricity

In the event that analysis was performed at a laboratory other than QETE, the Contractor must send a copy of the laboratory test results to the DND TA and the DND QAA. If a sample fails one of these tests, the Contractor must notify his/her agent(s), investigate the cause of failure, take remedial action, maintain pertinent documentation, and submit documented evidence of both the investigation and rectification to both the DND TA and the DND QAA.

5.10 Test Validation

1. The Contractor must collect a sample from the first batch of each of the items that will be supplied under the Contract. The sample must consist of a group of items or portion of products of sufficient size to conduct the testing required. The Contractor must split the sample into two equal portions. One portion must be tested by the Contractor's test facility. The other portion must be tested by a facility meeting one of the following criteria:
 - i. an independent, arms length third party laboratory accredited by the Standards Council of Canada (or other nationally or internationally recognized laboratory accrediting body) to conduct the tests identified in the item specification(s) or
 - ii. an independent, arms length third party laboratory operating a *ISO 17025:2005* system, and participating regularly in a recognized proficiency testing program for the contracted product(s).
2. Each portion must be tested to all requirements detailed in the item specification(s). The Contractor does not have to conduct tests identified by the specification(s) as qualification tests only. The Contractor does not have to conduct a test on the first batch of items if the above program for sampling and testing has been conducted within six (6) months of the date of the Contract.
3. The Contractor must, on receipt of the third party test report, compare the results received with those of the Contractor's own test facility. Any deviation between results obtained by the two test facilities in excess of the reproducibility of the test methods involved, must be investigated, the root cause determined and corrective action taken.
4. The Contractor must repeat the above program for sampling and testing at least once every six (6) months during the life of the Contract.

5. The purpose of this correlation testing is to verify the quality of the contracted item(s) and to validate the capability of the Contractor's testing facility. The test report(s) received from the third party laboratory, the Contractor's test reports for the same batch(es) of contracted item(s), reports of any investigations of deviations of the results obtained by the two laboratories and any corrective actions taken, must be made available to the Quality Assurance Representative on request. Test validation must be conducted at Contractor's expense.

5.11 Aviation Turbine Fuel

Aviation Turbine Fuel delivered by the Contractor, must have a minimum electrical conductivity of 150 pS/m (picosiemens per metre) at point and at time of drum filling.

5.12. Release Document

The Contractor must:

- (1) Provide a copy of the Certificate of Analysis (CoA), traceable to the batch number delivered and distribute as follows:
 - a. A copy of the CoA must be provided to the consignee at the delivery point for all batches of fuel delivered into storage at DND facilities or into DND transport, and
 - b. A copy to the Technical Authority as per 6.2; and
- (2) Prepare a summary document, listing as a minimum:
 - a. Contract number
 - b. Drum/Fuel quantity delivered;
 - c. FSII % by volume;
 - d. Conductivity reading; and
 - e. Date of delivery

And provide it to the DND Quality Assurance Representative responsible for the Contractor as per SACC D5510C.

5.13 Delivery location

The Canadian Armed Forces will be responsible for providing the exact delivery location and timings of the drummed fuel with the Contractor no less than seven (7) days prior to the delivery date.

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Bobbi MacLeod

Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
Fuel and Construction Products Division
7A2 Portage III
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: 819-956-3949

Facsimile: 819-956-5227

E-mail address: bobbi.macleod@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.

6.2 Technical Authority

The Technical Authority for the Contract is:

To be provided at contract award.

The Technical Authority named above 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 Technical Authority, however the Technical 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.

6.3 Contractor's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

7. Payment

7.1 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 at "Line Item Details", subject to adjustment as identified below. Customs duties are included and applicable taxes are extra.

a) Aviation Fuel (Jet A-1)

The contractor will be paid a firm unit price \pm an adjustment factor based on the fluctuation of the Reference Marker Platt's Oilgram - _____ (Contracting Authority will indicate either "NYHB" or "USGC" or "LA PIPELINE" as selected by the bidder in Part 3, Section II, e. Reference Marker) for aviation fuel.

7.1.1 Unit Prices/Taxes

The unit prices offered at "Line Item Details" 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.

7.1.2 Adjustment Methodology - Platt's Oilgram

Basis and Calculation of Adjustment to the firm unit prices for Aviation Turbine Fuel (Jet A-1) :

The Reference Markers are:

NYHB - Platt's Oilgram average weekly assessment for the New York Harbor, Barge, Jet. The average weekly assessments will be based on the Monday to Friday week average of

the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

USGC - Platt's Oilgram average weekly assessment for the United States Gulf Coast, Pipeline, Jet 54. The average weekly assessments will be based on the Monday to Friday week average of the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

LA PIPELINE - Platt's Oilgram average weekly assessment for the West Coast Pipeline L.A., Jet. The average weekly assessments will be based on the Monday to Friday week average of the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

An adjustment to the unit price will be calculated as indicated hereunder:

The adjustment to the unit prices shall be the difference between the average of Platt's Oilgram in effect on the "A" date of **April 27, 2015**, and the Friday immediately prior to fuel delivery. If no Platt's Oilgram is published on a particular date indicated, the Oilgram published immediately prior to that date shall apply.

The per litre "A" date values for week ending April 27, 2015 for each reference marker are:

NYHB	\$0.5894 CAD
USGC	\$0.5632 CAD
LA Pipeline	\$0.5996 CAD

For Reference Marker "NYHB", "USGC" or "LA PIPELINE", the average weekly assessment will be:

- a) converted from U.S. funds to Canadian funds using the day average of the Bank of Canada official exchange rate for the corresponding day; and
- b) converted from U.S. gallon to litres using 3.785412 as the conversion factor.

The Reference Marker price converted to Canadian dollars per litre will be rounded to four decimal places to the nearest hundredth of a cent per litre (\$0.0001/litre). Not considering any resultant value in the sixth decimal place, the fifth decimal place will be rounded as follows: less than or equal to \$0.00004 rounded down, \$0.00005-\$0.00009 rounded up.

Example calculation using the "NYHB" Marker:
(All prices indicated are for example purposes only)

Related NYHB marker price for week ending February 19, 2014 = U.S. \$0.5123/U.S. Gal.
Related NYHB marker price for week ending May 21, 2014 = U.S. \$0.5298/U.S. Gal.
Bank of Canada official U.S. exchange rate for day ending February 19, 2014 = \$1.3871 per U.S. dollar
Bank of Canada official U.S. exchange rate for day ending May 21, 2014 = \$1.4072 per U.S. Dollar

Litres in a US gallon = 3.785412

- A) $(\$0.5123 \times \$1.3871) / 3.785412 = \$0.187723$ rounded to \$0.1877 Cdn per litre
- B) $(\$0.5298 \times \$1.4072) / 3.785412 = \$0.196949$ rounded to \$0.1969 Cdn per litre

C) B) minus A) = increase of \$0.0092 per litre

REVISION OF REFERENCE MARKER

In the event that:

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

7.2 SACC Manual Clauses

SPECIFIC CLAUSE INCORPORATED BY REFERENCE

SACC ID	Title	Date
H1001C	Multiple Payments	2008-05-12

7.3 Drums

It is mandatory that drums be new and non-returnable.

Non-returnable drums will be charged at \$_____ each.

Closures on drums shipped must be oversealed with "Tri-sure" or "Rieke" seals.

7.4 Pallets and Handling

Products will be supplied on non-returnable pallets, 4 drums per pallet.

- a) Non-returnable pallets will be charged at \$_____ each.
- b) Handling (including strapping) will be charged at \$_____ for each pallet.

7.5 Payment of Invoices by Credit Card

The credit card _____ is accepted.

OR

The credit cards _____ and _____ are accepted.

8. Invoicing Instructions

Invoices and Substantiating Documentation

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 Project Authority;
- 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 (if applicable);
- 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 "Line Item Details" 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.

9. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the contract.

10. Certifications

10.1 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.

11. Applicable Laws

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

12. 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) - Goods (Medium Complexity);
- (c) Annex "A", Palletized Drummed Product Specification;
- (d) the Contractor's bid dated _____ *(insert date of bid)*, as amended _____ *(insert date(s) of amendment(s), if applicable)*

13. Defence Contract

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

14. Drum Marking

Drums are to be marked "DND – OP NANOOK 15".

15. Labelling

Solicitation No. - N° de l'invitation
W8484-168399/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hl654

Client Ref. No. - N° de réf. du client
W8484-168399

File No. - N° du dossier
hl654W8484-168399

CCC No./N° CCC - FMS No/ N° VME

Packaged fuel, including drummed fuel, is to have the following information marked permanently and prominently on each individual container:

- a. Product Description : fuel grade (additives if applicable).
- b. Name of Manufacturer and Contract Number.
- c. Manufacturer's Batch or Lot Number, and filling date.
- d. Retest Date (12 months after filling date).
- e. Product Specification Number.
- f. NATO Code Number (if applicable).
- g. WHMIS information, and
- h. transportation of dangerous goods information (as appropriate).

16. 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".

17. Shipping Instructions - DDP

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" to the location as shown at "Line Item Detail".