



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

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> AVIATION TURBINE FUEL - F34	
<b>Solicitation No. - N° de l'invitation</b> W0207-16BK01/A	<b>Date</b> 2016-01-12
<b>Client Reference No. - N° de référence du client</b> W0207-16BK01	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-603-68796	
<b>File No. - N° de dossier</b> hl603.W0207-16BK01	<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 2016-02-22</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<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> Kamanayo, Gatsimbanyi	<b>Buyer Id - Id de l'acheteur</b> hl603
<b>Telephone No. - N° de téléphone</b> (873) 469-3343 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E., BLDG 6 S CENTRAL NUMBER: 514-252-7777 MONTREAL Quebec H1N2E9 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**

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

<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	JP-8 FUEL SEVENTY-FIVE (75) DRUMS OF 205 LITRES OF AVIATION TURBINE FUEL (Military Grade F-34) IN ACCORDANCE WITH CAN/CGSB-3.24-2012 (latest issue) & ON PALLETS AS SPECIFIED AT ANNEX A.	WB941	W0207	75	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement - Bid**

The Contractor must provide the items as detailed at Line Item Detail and in accordance with Annex A.

#### **1.1.1 Comprehensive Land Claim Agreements**

The following Comprehensive Land Claim Agreements apply to this procurement:

1- Inuit of Nunavut Land Claim Agreement (NLCA) for deliveries to\* Eureka, Nunavut. The benefits that apply to this procurement are contained in Article 24 of the NLCA.

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

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

### **1.3. Trade Agreements**

The requirement is subject to the provisions the North American Free Trade Agreement NAFTA – CANADA/US), and the Agreement on Internal Trade (AIT).

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1. Standard Instructions, Clauses and Conditions**

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### **2.2. Canadian General Standards Board - Standards**

A copy of the CGSB Standards referred to in the bid solicitation are available and may be 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](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)  
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

### **2.3. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### **2.4. 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 to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

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## **2.5. Applicable Laws**

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

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1. 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 line item detail 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.

##### a. Technical Proposal (TP)

Bidders may be asked to submit to the Department of Public Works and Government Services a TP. If requested by the Contracting Authority, the Contracting Authority will inform the Bidder of a time frame within which to provide the TP. Failure to provide a TP within the required time frame will render the bid non-responsive. The Technical Proposal is for information purposes only and will not form part of the evaluation.

The TP must explain the process (may use process maps, flow charts, schematic diagrams, etc.) that will be followed by the Bidder and its representatives, following issuance of the Contract, to carry out production, delivery, and ensure quality control of product. The TP must cover, at a minimum, the following:

- (1) Identify the source(s) of supply (refinery, terminal, manufacturer) of the product (fuel component(s), additive(s)).
- (2) If subsequent commingling or blending is required, identify the location and the products to be commingled or blended.
- (3) Identify the physical location where the fuel is certified and/or re-certified.



- (4) Identify the transfer and distribution point(s), and intermediary storage.
- (5) Identify the transportation type(s), mode(s) and transporter(s) to the storage and distribution point(s), and DND facilities.
- (6) Identify the standard utilized to prepare transport vessels and equipment.
- (7) Explain the control of quality and traceability maintenance and identify the test procedures, records retention and distribution.
- (8) Explain the testing process and identify the inspection and verification points, frequency, tests to be carried out, and laboratory involved.

The Technical Proposal will be reviewed by DND's Quality Engineering Test Establishment (QETE) to assess the Bidder's technical compliance.

**b. Alternate Products**

For Aviation Turbine Fuel (Military Grade F-34) (CAN/CGSB-3.24-2012 latest issue) as indicated in Line Item Details, Canada, at its sole discretion, may consider bids for the following alternate product:

Aviation Turbine Fuel (grade Jet A-1) Standard CAN/CGSB-3.23-2012 (latest issue), containing Fuel System Icing Inhibitor (FSII) and Corrosion Inhibitor (CI).

If applicable, the Bidder must insert the alternate product description and unit price in Line Item Details.

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

**c. Delivery Lead Time**

A lead time of \_\_\_\_\_ working days will be required.

**d. Palletizing**

The contractor must require the carrier to palletize and handle (including strapping) the drummed product in accordance with the procedures stated in Annex "A".

**e. Aviation Turbine Fuel Marking**

The drums of Aviation Turbine Fuel will be marked as follows:  
blue drum with white top and centre band and blue markings.

The above drum colour is not available, however, the following is being offered:

**f. Weight**

The Bidder is responsible for indicating the accurate total weight of each drum.

Drum weight with aviation Turbine Fuel F-34: \_\_\_kg / Drum

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with Annex A and with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**a. Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

**b. Unit Price**

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

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

**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**

a) Products will be supplied on non-returnable pallets, with \_\_\_\_\_ drums per pallet.  
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 Details will be subject to upward or downward adjustments as detailed in the Basis of Payment.

**I. Reference Marker**

The unit prices shown at Line Item Details are subject to adjustment using either Reference Marker "NYH", "USGC" or "LA PIPELINE". The Bidder must select only one Reference Marker, either "NYH" or "USGC" or "LA PIPELINE". Bidders must indicate the Reference Marker that applies to its bid by inserting an X in the space provided below.

NYH \_\_\_\_\_ USGC \_\_\_\_\_ LA PIPELINE \_\_\_\_\_

**e. 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 of 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.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1 Technical Evaluation

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

##### 4.1.1.1 Mandatory Technical Criteria

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

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

- (a) Technical compliance (in accordance with Line Item Details);

Bids not meeting these mandatory technical criteria will be declared non-responsive.

##### 4.1.1.2 Alternate Products

As stated in Part 3, for Aviation Turbine Fuel (Military Grade F-34) (CAN/CGSB-3.24-2012 latest issue) as indicated in Line Item Details, Canada, at its sole discretion, may consider bids for the following alternate product:

Aviation Turbine Fuel (grade Jet A-1) Standard CAN/CGSB-3.23-2012 (latest issue), containing Fuel System Icing Inhibitor (FSII) and Corrosion Inhibitor (CI).

An Alternate Product will only be considered if no responsive offer is received for the requested Product.

### 4.1.2 Financial Evaluation

**4.1.2.1** The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax, the Territorial Fuel Tax and the Federal Excise Tax excluded, Incoterms 2000 Delivered Duty Paid (DDP) Montreal, Canadian customs duties included.

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

- (a) Compliance with the Basis of Payment

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

##### 4.1.2.3 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 financial bid.

### 4.2. Basis of Selection

A bid must comply with all the 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.

The delivery lead time will not be an evaluated factor.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 General Environmental Criteria Certification**

The Offeror must select and complete one of the following two certification statements.

- A) The Offeror certifies that the Offeror is registered or meets ISO 14001.

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

or

B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Offerors' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

**5.2.3.2 Certificate of Conformance**

The Offeror certifies herein that the products offered conform and will continue to conform to the specifications in Annex "A" during the period of the Standing Offer.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT CLAUSES

### 6.1. Security Requirement

There is no security requirement applicable to this Contract.

### 6.2. Requirement - Contract

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

#### 6.2.1 Product Standard

The product(s) delivered by the Contractor must conform to the latest issue of the Canadian General Standards Board (CGSB) Standard indicated in the product description shown at Line Item Details.

### 6.3. Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

2010A (2015-09-03) , General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### 6.3.2 SACC Manual Clauses

##### SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC Reference	Section	Date
B1505C	Shipment of Hazardous Materials	2006-06-16
D3010C	Delivery of Dangerous Goods/Hazardous Products	2014-06-26
D3015C	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance	2014-09-25
D5510C	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor	2014-06-26
D5540C	ISO 9001:2008-Quality Management Systems-Requirements (QAC Q)	2010-08-16
D5606C	Release Documents (Department of National Defence) - Canadian-based Contractor	2012-07-16

### 6.4. Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received during the period of April 15, 2016 and May 1, 2016.

#### 6.4.2 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, c.)

#### 6.4.3 Maximum Quantities

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

#### **6.4.4 Additional Remedies**

Should the Contractor fail to provide the quantity and quality of aviation turbine fuel in accordance with this contract by the 120th day following the award of contract, or if such failure by the Supplier results in a delay in delivery of fuel acceptable under this contract in time for transportation by Sealift to Northern consignee destinations, in time for the period for which the fuel is required for use (September 2016 to August 2017), the Contractor must complete delivery of the aviation turbine fuel under this contract by transporting the fuel directly to the northern consignee destinations stipulated in this contract, by air, if the Minister so requires, at the supplier's expense, in order to ensure delivery of fuel to such destinations for the period which the fuel is required for use (September 2016 to August 2017).

### **6.5. Delivery, Inspection and Acceptance**

#### **6.5.1 Aviation Turbine Fuel Marking**

a) Aviation Turbine Fuel: blue drum with white top and centre band and blue markings. The above drum colour is not available, however, the following is being offered:

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#### **6.5.2 Weight**

The Bidder is responsible for indicating the accurate total weight of each drum.  
Aviation Turbine Fuel F-34: \_\_\_\_\_ kg / Drum

#### **6.5.3 Platform Truck**

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

#### **6.5.4 Delivery Verification**

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

#### **6.5.5 Preparation for Delivery**

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

#### **6.5.6 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".

#### **6.5.7 Access to Facilities**

In addition to 2010A (2015-09-03) General Conditions - Goods (Medium Complexity), section 8, the following clause will apply:

Throughout the course of the contract, and with at least 24 hours advance notice, the Contractor must provide the DND Quality Engineering Test Establishment (QETE 3-3) and/or Directorate of Quality Assurance (DQA) representative periodic access to their facility to:

- i. to check documentation for fuel receipts and issues;
- ii. to verify the Contractor's compliance with the maintenance of records for on-site testing; and
- iii. to inspect the Contractor's holding, pumping and fuel delivery system.



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### **6.5.8 Inspection and Acceptance**

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

### **6.5.9 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.

### **6.5.10 Test Validation**

The supplier providing aviation turbine fuel to DND from a refinery that participates in a recognized proficiency program, such as the International Quality Assurance Exchange Program run by Alberta Innovates Technology Futures, is not subject this clause. For each other supplier and/or refinery providing aviation turbine fuel to DND under the contract, the following clauses shall apply:

The Supplier must collect a sample from the first batch of each of the products that will be supplied to DND in accordance with the contract. The Supplier must split the sample into two equal portions. One portion shall be tested by the Supplier's test facility. The other shall be sent by the Supplier to be tested by a facility meeting one of the following criteria:

- i. a third party laboratory accredited by the Standard Council of Canada (SCC) or other nationally (or internationally recognized laboratory accrediting body) to conduct the tests identified in the product specification(s) or
- ii. a third party laboratory which is operating an ISO 17025:1999 system, and participates regularly in a recognized proficiency testing program for the contracted product(s).

Each portion shall be tested to all requirements detailed in the product specification(s). The Supplier does not have to conduct tests identified by the specification(s) as qualification tests only. The Supplier does not have to conduct a test on the first batch of product if the above program for sampling and testing has been conducted within six months of the date of the contract.

The Supplier must, on receipt of the third party test report, compare the results received with those of the Supplier's own test facility. Any deviation between results obtained by the two test facilities in excess of the reproducibility of the test methods involved shall be investigated, the assignable cause determined and any corrective action of the supplier's facility shall be taken.

The Supplier must repeat the above program for sampling and testing at least once on an annual basis. A copy of the correlation test results must be provided to the local QAR responsible for the supplier.

The purpose of this correlation testing is to verify the quality of the contracted product(s) and to validate the capability of the Supplier's testing facility. The test report(s) received from the third party laboratory, the Supplier's test reports for the same batch(es) of contacted product(s), reports of any investigations of deviations of the results obtained by the two laboratories and any corrective actions to the supplier's facility taken, must be made available to the QAR on request. Methods involved shall be investigated, the root cause determined and corrective action of the suppliers facility shall be taken.

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### 6.5.11 Aviation Turbine Fuel - conductivity

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

### 6.5.12 Shipping Instructions - DDP

Goods must be consigned and delivered to the destination specified in the contract: Incoterms 2000 "DDP Delivered Duty Paid" 25 CFSD Montreal.

### 6.5.13 Cargo Booking Instructions

Cargo booking instructions, name and telephone number of shipping agent will be provided by:

Michel Millette, National Defence, 25 CFSD Montréal, Tel: 514-252-2777 x 4641.  
Supplier must contact shipping agent before making delivery.

## 6.6. Authorities

### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

*Gatsimbanyi Kamanayo*

Public Works and Government Services Canada

Acquisitions Branch, Commercial Acquisition & Supply Management Sector

Logistics, Electrical, Fuel & Transportation Directorate

Fuel & Construction Products Division (HL)

11 Laurier Street, 7A2, Place du Portage, Phase III

Gatineau, QC K1A 0S5

Telephone: 873-469-3343

Facsimile: 819-956-5227

E-mail address: *Gatsimbanyi.Kamanayo@tpsgc-pwgsc.gc.ca*

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.6.2 Project Authority

The Project Authority for the Contract will be provided at the time of contract award.

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

### 6.6.3 Contractor's Representative

Name and telephone number of the person responsible for :

	General Enquiries	Delivery Follow-up
Name:	_____	_____
Telephone	_____ No.:	_____
Facsimile No.:	_____ E-	_____
mail address:	_____	_____

## 6.7. Payment

### 6.7.1 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 shown at Line Item Details, subject to adjustment as identified below.

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 "NYH" or "USGC" or "LA PIPELINE" as selected by the offeror in Part 3, section 2, Unit Price Adjustment*) for aviation turbine fuel.

Customs duties are included and Goods and Services Tax or Harmonized Sales Tax, Federal Excise Tax and Territorial Fuel Tax is extra to the unit price, 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.

#### 6.7.1.1 Unit Prices/Taxes

The unit prices offered in 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.

#### 6.7.1.2 Adjustment Methodology - Platt's Oilgram

*Basis and Calculation of Adjustment to the firm unit prices for Aviation Turbine Fuel:*

##### Reference Marker -

The Reference Markers are:

**NYH** - Platt's Oilgram average weekly assessment for the New York Harbor, Cargo, 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 **January 1, 2016**, 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 January 1, 2016 for each reference marker are:

**NYH \$0.4091 CAD**  
**USGC \$0.3814 CAD**  
**LA Pipeline \$0.4176 CAD**

For Reference Marker "NYH", "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 "NYH" Marker:

*(All prices indicated are for example purposes only)*

Related NYH marker price for week ending February 19, 2012 = U.S.

\$0.5123/U.S.Gal.

Related NYH marker price for week ending May 21, 2012 = U.S. \$0.5298/U.S.

Gal.

Bank of Canada official U.S. exchange rate for day ending February 19, 2012 =

\$1.3871

per U.S. dollar

Bank of Canada official U.S. exchange rate for day ending May 21, 2012 =

\$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.

### 6.7.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
H1000C	Single Payment	2008-05-12

### 6.7.3 Drums

It is mandatory that drums be new and non-returnable.  
Non-returnable drums will be charged at \$ \_\_\_\_\_ each.

### 6.7.4 Pallets and Handling

a) Products will be supplied on non-returnable pallets, with \_\_\_\_\_ drums per pallet.  
Non-returnable pallets will be charged at \$ \_\_\_\_\_ each.

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

### 6.7.5 Provincial Fuel Tax

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

### 6.7.6 Payment of Invoices by Credit Card

The credit card \_\_\_\_\_ is accepted.

**OR**

The credit cards \_\_\_\_\_ and \_\_\_\_\_ are accepted.

## 6.8. 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 to be distributed as follows:

a) The original and one (1) copy of must be forwarded to the appropriate consignee to the appropriate consignee(s) for certification and payment.

b. One (1) copy must be forwarded to:

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National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, Canada, K1A 0K2  
Attention: \_\_\_\_\_

- c) 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.

3. Payment will only be made on receipt of satisfactory invoices duly supported by specified release documents and/or other documents called for under this contract.

## 6.9. 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.

## 6.10. Certifications

### 6.10.1 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.

## 6.11. 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*)

## 6.12. Priority of Documents

If there is a discrepancy between the wordings 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 (2015-09-03) - Goods (Medium Complexity);
- (c) Annex A, Drum marking and Pallettization specifications;
- (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)*)

## 6.13. Defence Contract

SACC Manual Clause A9006C (2012-07-16) Defence Contract  
Part 2 of 2 /Page 20 of - de 22

#### **6.14. Release Documents - Distribution**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- (c) One (1) copy to the Contracting Authority;
- (d) One (1) copy to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: QETE 3-3

- (e) One (1) copy to the Quality Assurance Representative; and
- (f) One (1) copy to the Contractor.

#### **6.15. Drum Marking**

Drums are to be marked in accordance with Annex A.

#### **6.16. 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".

Solicitation No. - N° de l'invitation  
W0207-16BK01/A  
Client Ref. No. - N° de réf. du client  
W0207-16BK01

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl603. W0207-16BK01

Buyer ID - Id de l'acheteur  
hl603  
CCC No./N° CCC - FMS No./N° VME

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## **LIST OF ANNEXES**

### **ANNEX A - DRUM MARKING AND PALLETIZATION SPECIFICATIONS**



ANNEX "A": DRUM MARKING INSTRUCTIONS AND PALLETIZATION SPECIFICATION  
 ANNEXE "A": SPÉCIFICATIONS POUR LES PALETTES ET LE MARQUAGE DES BARILS  
 PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: W0207-16BK01

Page 1

<b>DRUM MARKING INSTRUCTIONS FOR REQUISITION:</b> W0207-16BK01	<b>INSTRUCTIONS DE MARQUAGE DE BARILS POUR LE NUMÉRO DE COMMANDE :</b> W0207-16BK01
<p>When material is ready for shipment the Contractor shall apply by letter or where urgency warrants by telegram or telephone to the Commanding Officer, 4 Canadian Forces Movement Control Unit, Longue Pointe Garrison, Bldg 2 North, 6363 Notre Dame East, PO Box 4000 Stn K, Montréal, Québec H1N 1X9 Phone (514) 252-2073, advising the following:</p>	<p>Lorsque les marchandises sont prêtes à être expédiées, l'adjudicataire devra communiquer par lettre ou en cas d'urgence par télégramme ou par téléphone au commandant de l'Unité de contrôle des Mouvements des Forces canadiennes 4, Garrison de Longue-Pointe, Édifice 2 Nord, 6363 Notre Dame Est, CP 4000 Succ K, Montréal, Québec H1N 1X9 numéro (514) 252-2073 afin de s'assurer des dates de réception et de chargement de la cargaison et fournir les renseignements suivants:</p>
1) Consignee	1) Le destinataire
2) Number of pieces	2) Le nombre d'articles
3) Description	3) La description
4) Weight	4) Le poids
5) Cubic Measurement	5) Le cubage
6) Full details of hazardous materiel as required for shipment in accordance with Railway Transport Committee regulation	6) Tous les détails relatifs au matériaux dangereux comme l'exige l'expédition en vertu du règlement du comité du transport ferroviaire.
<p>Upon receipt of the information, Canadian Forces Movement Control Unit will arrange shipping space and advise the contractor of the alongside date for receiving and loading cargo. Under no circumstance, is material to be shipped prior to call-up by Canadian Forces Foreign Traffic Unit.</p>	<p>Lors de la réception de cet information, l'Unité de Mouvements à l'étranger des Forces canadiennes arrangerá l'espace d'expédition et avisera l'entrepreneur de la date d'accostage afin de recevoir et charger le cargo. Le matériel ne doit être expédié en aucun cas avant la commande subséquente de l'Unité de Mouvements à l'étranger des Forces canadiennes.</p>
<p>A packaging note and copies of the Quality Assurance document are to accompany each shipment. They are to be enclosed in a waterproof envelope fastened to the last package of the shipment or inside the last package, which is to be marked to indicate the enclosures, or in the case of a carload shipment, are to be fastened to the inside door frame of the car.</p>	<p>Chaque envoi doit être accompagné d'une note d'emballage et des copies du document d'assurance de la qualité. Ces documents doivent être placés dans une enveloppe imperméable fixée au dernier paquet de l'envoi, ou placée à l'intérieur de ce paquet (la présence de l'enveloppe et son contenu devant alors être indiquée sur le paquet) ou encore, dans le cas d'un envoi par chemin de fer, fixée sur le côté intérieur de cadre de la porte du wagon.</p>
<p>Container for packaged petroleum products are to be marked as follows:</p>	<p>Les contenants de produits pétroliers en barils doivent porter les indications suivantes:</p>
1) Product description and quantity	1) Description du produit et quantité
2) Specification number	2) Numéro de la norme
3) NATO Code (if applicable)	3) Code de l'OTAN (s'il y a lieu)
4) NATO Stock Number (if applicable)	4) Numéro de nomenclature l'OTAN (s'il y a lieu)
5) Manufacturer's batch number	5) Numéro de lot du fabricant
6) Name of manufacturer or distributor	6) Nom du fabricant ou du distributeur
7) Contract number	7) Numéro du contrat

ANNEX "A": DRUM MARKING INSTRUCTIONS AND PALLETIZATION SPECIFICATION  
 ANNEXE "A": SPÉCIFICATIONS POUR LES PALETTES ET LE MARQUAGE DES BARILS  
 PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: W0207-16BK01

8) Date of filling	8) Date de remplissage
The size of the markings shall be consistent with the container sizes.	La grandeur des étiquettes devra être proportionnelle à la grandeur des contenants.
All drums/containers shall be uniformly coloured or identified.	Tous barils et contenants doivent être uniformément identifiés ou de couleur uniforme.
Closures on drums will be oversealed with "TRI-SURE" or "REIKE" seals.	Les bouchons des barils/ expédiés doivent avoir un joint d'étanchéité supplémentaire de marque "TRI-SURE" ou "RIEKE".
Over-labelling of drums/containers is not permitted.	Le sur-étiquetage des barils/contenants est interdit.
Drums shall be sequentially numbered and the release notes will clearly state identification to provide traceability of the product from the contractor to the consignee.	Les barils doivent être numérotés en séquence et les notes de sortie dûment remplies permettant de retrouver les produits à partir du fabricant au consignataire.
All containers will also be marked in <b>bold</b> on top and on the side in lettering not less than three (3) centimeters in height as follows:	Les barils devront être marqués en caractères <b>gras</b> au-dessus et aux parois avec des lettres qui ne devront pas dépasser trois (3) centimètres en hauteur et devront indiquer:
	<b>DND OP NEVUS - EUREKA, NU</b>
One container is to show weight and cubic measurement of shipment.	Un baril devra indiquer le poids et la mesure en pied cube de l'expédition.
Transit Control number must be marked on all items comprising an identifiable shipment to designate the number of pieces within the shipment.	Les numéros de contrôle du transit devront être marqués sur chaque article identifiant l'expédition qui désignera le nombre de pièces faisant partie de l'expédition.

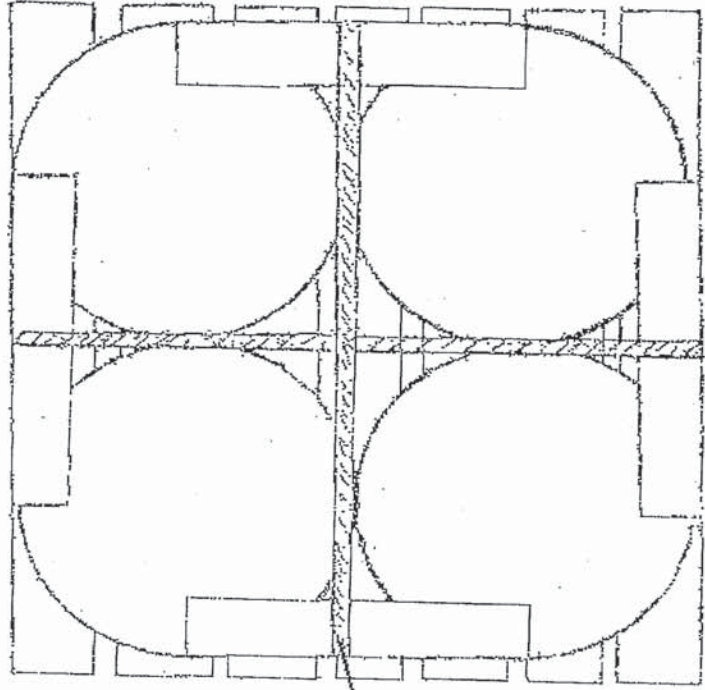
### Palletized Drummed Product Specification

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 les palettes de baril

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 de dessus



3/4" steel  
strapping  
3/4" bandes  
d'acier

1" x 6" lumber  
pieces  
1" x 6" pièces  
de bois

### **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 les palettes de barils -**

continué

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**

