



Return Bids to :

Retourner Les Soumissions à :
Natural Resources Canada
Len.Pizzi@Canada.ca

**Request for Proposal (RFP)
Demande de proposition (DDP)**

Proposal To: Natural Resources 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 à: Ressources Naturelles 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

Issuing Office – Bureau de distribution

Finance and Procurement Management Branch
Natural Resources Canada
183 Longwood Road South
Hamilton, ON
L8P 0A5

Title – Sujet	
To Survey Petroleum Product Retail and Wholesale Prices Across Canada	
Solicitation No. – No de l'invitation NRCan- 5000036777	Date February 16, 2018
Requisition Reference No. - N° de la demande 144142	
Solicitation Closes – L'invitation prend fin at – à 02:00 PM (Eastern Daylight Savings Time (EDT)) on – le April 3, 2018	
Address Enquiries to: - Adresse toutes questions à: len.pizzi@canada.ca	
Telephone No. – No de telephone (905) 645-0676	Fax No. – No. de Fax (905) 645-0831
Destination – of Goods and Services: Destination – des biens et services: Natural Resources Canada 580 Booth Street Ottawa, ON K1A 0E4	
Security – Sécurité There is no security requirements associated with this requirement.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No.:- No. de téléphone: Facsimile No.:- No. 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



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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, NRCan is seeking proposals from bidders for....

- 1.2.1 The Canadian Oil, Refining and Energy Security division of Natural Resources is the owner and publisher of a petroleum products prices database and is seeking an outside contractor to survey petroleum product retail and wholesale prices across Canada to collect the data needed to populate this database in the coming years. This data is used by the general public, industry and government organizations.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), Canada - Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, Comprehensive Economic and Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free trade agreement, Peru Free Trade Agreement, Canada-Ukraine Free trade agreement, the Canadian Free Trade Agreement (CFTA).

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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

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) (<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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** Public Works and Government Services Canada” and **Insert:** “Natural Resources Canada.” **Delete:** “PWGSC” and **Insert:** “NRCan”
- **Section 2: Delete:** “Suppliers are required to” and **Insert:** “It is suggested that suppliers”
- **Subsection 1 of Section 8:** Delete entirely
- **Under Subsection 2 of Section 20:** Not applicable

2.2 Submission of Bids

It is the Bidders responsibility to ensure that proposals are sent to the following e-mail address, by the time and date indicated on page 1 of this RFP document:

len.pizzi@canada.ca

IMPORTANT

It is requested that you write the following information in “Subject” of the e-mail:

NRCan- 5000036777 - To Survey Petroleum Product Retail and Wholesale Prices Across Canada

Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to NRCan will not be accepted.

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the proposal is submitted correctly to the above address. Not complying with the above instructions may result in NRCan’s inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

2.4 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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work 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 three (3) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



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 electronic copy)

Section II: Financial Bid (1 electronic copy) in a separate file and document

Section III: Certifications (1 electronic copy)

Prices should appear in the financial bid only. No prices should 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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix "2". The total amount of Applicable Taxes must be shown separately.

Exchange Rate Fluctuation

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



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

Mandatory and point rated technical evaluation criteria are included in Appendix "1" – Evaluation Criteria.

4.1.2 Financial Evaluation

Mandatory financial evaluation criteria are included in Appendix "1" – Evaluation Criteria.

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 90 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.



The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd



PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

- Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.
- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names.

Name of Bidder: _____

OR

Name of each member of the joint venture:



Member 1: _____
 Member 2: _____
 Member 3: _____
 Member 4: _____

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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.

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.

5.2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.



5.2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:



- a. name of former public servant; _____
- b. date of termination of employment or retirement from the Public Service. _____

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant; _____
- b. conditions of the lump sum payment incentive; _____
- c. date of termination of employment; _____
- d. amount of lump sum payment; _____
- e. rate of pay on which lump sum payment is based; _____
- f. period of lump sum payment including:
 - start date _____
 - end date _____
 - and number of weeks _____
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional fees	Amount
_____	_____
_____	_____

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership



vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- Our Company is NOT an Aboriginal Firm, as identified above.
- Our Company is an Aboriginal Firm, as identified above. The supplier must complete the certificate in the appropriate clause below.

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement. Failure by suppliers to submit this completed certification form with their bids/offers/arrangements will render the bid/offer/arrangement non-responsive.

Signature(s)

Date



PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

There is no security requirements associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex " ____ " and the Contractor's technical bid entitled _____, dated _____.

7.2 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)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

[2010B](#) (2016-04-04), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

- As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural Resources Canada (NRCan).

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

[4007](#) (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information

7.3 Dispute Resolution

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator. The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"



The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

7.4 Security Requirements

7.4.1 There is no security requirement applicable to this Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract to June 30, 2018 inclusive.

7.5.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.6 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Tlicho Land Claims Agreement
- Cree Portion of JBNQA

7.7 Authorities

7.7.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Len Pizzi
Title: Procurement Officer
Organization: Natural Resources Canada
Address: 183 Longwood Road South, Hamilton, ON, L8P 0A5
Telephone: (905) 645-0676
Facsimile: (905) 645-0831
E-mail address: len.pizzi@canada.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.

7.7.2 Project Authority

The Project Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

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

7.7.3 Contractor's Representative

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

7.8 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.9 Payment

7.9.1 Basis of Payment – Firm Price, Firm Unit Price(S) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.9.2 Method of Payment

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:



- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.10 Invoicing Instructions

Invoices shall be submitted using **one of the following methods:**

<p><u>E-mail:</u></p> <p>rncan.invoiceimaging-servicedimageriedesfactures.rncan@canada.ca</p> <p>Note: Attach "PDF" file. No other formats will be accepted</p>
OR
<p><u>Fax:</u></p> <p>Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987</p> <p>Note: Use highest quality settings available.</p>

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the following reference numbers: Contract number: _____

Invoicing Instructions to suppliers: <http://www.nrcan.gc.ca/procurement/3485>

7.11 Certifications

7.11.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.13 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 supplemental general conditions **4007** - Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16);
- (c) the general conditions **2010B** – Professional Services - Medium Complexity (2016-04-04);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment; and
- (f) the Contractor's bid dated _____.

7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC *Manual* clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC *Manual* clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.15 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.

7.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.



ANNEX "A" - STATEMENT OF WORK

SW-1 Objective

The Canadian Oil, Refining and Energy Security division of Natural Resources is the owner and publisher of a petroleum products prices database and is seeking an outside contractor to survey petroleum product retail and wholesale prices across Canada to collect the data needed to populate this database in the coming years. This data is used by the general public, industry and government organizations.

SW-Background

NRCan provides updated information on petroleum product prices across Canada through the *NRCan Transportation Fuel Prices* webpage. This provides greater price transparency to consumers so they can make informed decisions, as well as to enhance consumer understanding of how prices are set in the marketplace. This addresses long-standing concerns voiced by members of the public over fuel prices, who in many cases do not understand how prices are set or what makes up the price of these products. Given the importance of fuel costs to consumers, particularly in remote and rural areas, this creates a need for clear, transparent price information.

In early 2006, NRCan purchased the entire historical database from the subscription company (Kent Marketing Group) from 1998 forward with the intention of making this data available on a public website. This information was made public in June 2006 on the *NRCan Transportation Fuel Prices* website and is now used by many industry and public organizations for forecasting and analysis.

SW-3 Tasks

The Contractor will be required to collect petroleum pricing information through a survey of retail and wholesale marketers. The Contractor will be required to communicate in both official languages depending on the region where they are collecting data. Given that petroleum product prices change on a frequent basis, for the purpose of producing timely information for the public, it is important that survey results are compiled and sent to NRCan on the same day data is collected. Survey results for retail and wholesale gasoline (regular, midgrade and premium) and diesel prices must be sent to NRCan on a daily basis from Monday to Friday. Survey results for furnace oil, and automotive propane can be sent to NRCan once per week. Because the information will be published on a public website, NRCan will retain full ownership of all foreground information, including but not limited to the data collected.

The contractor will perform the following tasks:

1. Conduct a daily survey of individual retailers and calculate the average price of petroleum products in major centres across Canada (see Annex C for centres and products.)
 - 1.1 A minimum of 5 samples per centre from all types of marketers must be included in the survey in order to have an accurate representation of the individual markets. The retail outlets surveyed must be the same each week. The three types of marketers include:
 - **Major retailer:** a retail outlet whose brand name is affiliated with one of the three major refining companies in Canada.
 - **Regional retailer:** a retail outlet whose brand name is affiliated with one of the regional refining companies in Canada
 - **Independent Retailer:** any retail outlet that is not associated with a refining company.

All "pump" prices (i.e. gasoline and diesel) should be self-serve.



- 1.2 The price for these products must be provided including and excluding all applicable taxes: GST/HST, federal excise, provincial fuel taxes, provincial sales tax, and municipal levies.
- 1.3 The Information must be made available to NRCan by 3:00 pm EST.EDT on the day that it is collected.
2. Conduct a daily survey (Monday to Friday) of wholesale and retail gasoline and diesel products. An exception to this rule is made in the case of furnace oil, and automotive propane where data shall be reported on a weekly basis. For each centre the contractor must provide a price for major and regional wholesalers when available, as well as an average (see Annex C for centres and products).
 - 2.1 In addition, the Canada average price for these products is to be provided using weights and methodology.
 - 2.2 In the case of a statutory holiday, the survey will not be performed. The data from the previous business day will be used in its place.
3. On a monthly basis, averages for each centre are to be calculated. This does not include data from weekends and holidays.
 - 3.1 Monthly wholesale averages by city will be calculated using the average of the wholesale prices collected over the month.

Annex C contains a list of the centres and products that will be covered by the survey. NRCan reserves the right to amend this list at any time throughout the life of the contract.

SW- Requirements

The vendor must demonstrate that it has a minimum of five years experience surveying and publishing daily, refined petroleum product price data (regular, midgrade and premium gasoline, and diesel) and weekly furnace oil, and automotive propane prices from cities across all 10 Canadian provinces, the Yukon and the North West Territories.

- A list of contacts that will be providing information for the survey will submitted to NRCan by June 1, 2018.
- In order to assess the accuracy and compatibility with existing data, there will be a trial period from June 1, 2018 to June 15, 2018. Two test submissions of weekly daily retail data and one full week of daily wholesale data will be submitted during this period.

Ongoing

The main deliverable for this contract is the survey data collected. It is required that this data be sent in a file type that is compatible with Microsoft Access in a format to be determined by NRCan or in any other format necessary for NRCan to obtain the data. The survey period will run from July 1, 2018 to June 30, 2019. In addition, two option years will also be added to the terms of the contract.

Daily

- Wholesale prices for all centres indicated in Annex C as well as an average for Canada based on weights and methodology provided by NRCan. An exception to this rule is made in the case of furnace oil, and automotive propane where data shall be reported on a weekly basis.



- Retail prices before, and after taxes for all centres indicated in Annex C as well as an average for Canada based on weights and methodology provided by NRCan.

Monthly

Average monthly wholesale and retail prices for (before and after tax) for all centres including Canada.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)



ANNEX “C” - CENTRES TO BE COVERED BY NRCAN DATABASE

CENTRES TO BE COVERED BY NRCAN DATABASE

	Retail*-Daily (Except Furnace Oil and Natural Gas for Vehicles Weekly)							Wholesale -Daily (Except Furnace Oil and Natural Gas for Vehicles Weekly)				
	Regular unleaded Gasoline**	Mid-grade gasoline**	Premium Gasoline**	Diesel Fuel**	Automotive Propane	Furnace Oil	Natural gas for vehicles Regular unleaded Gasoline**	Mid-grade gasoline**	Premium Gasoline**	Diesel Fuel**	Furnace Oil	
YK-WHITEHORSE	X	X	X	X	X							
BC-VANCOUVER	X	X	X	X	X	X	X	X	X	X	X	
BC-VICTORIA	X	X	X	X	X	X		X	X	X	X	
BC-NANAIMO								X	X	X	X	
BC-PRINCE GEORGE	X	X	X	X	X	X						
BC-KAMLOOPS	X	X	X	X	X	X		X	X	X	X	
BC-KELOWNA	X	X	X	X	X							
BC-ABBOTSFORD	X	X	X	X	X							
BC-FORT ST JOHN	X	X	X	X	X							
NT-YELLOWKNIFE	X	X	X	X								
AB-CALGARY	X	X	X	X	X			X	X	X	X	
AB-RED DEER	X	X	X	X	X							
AB-EDMONTON	X	X	X	X	X		X	X	X	X	X	
AB-LETHBRIDGE	X	X	X	X	X							
AB-MOOSEJAW	X	X	X	X								
AB-LLOYDMINISTER	X	X	X	X								
AB-GRANDE PRARIE	X	X	X	X								
SK-REGINA	X	X	X	X	X			X	X	X	X	
SK-SASKATOON	X	X	X	X	X							
MB-PRINCE ALBERT	X	X	X	X								
MB-WINNEPEG	X	X	X	X	X			X	X	X	X	
MB-BRANDON	X	X	X	X	X							
ON-CITY OF TORONTO	X	X	X	X	X	X	X	X	X	X	X	
ON-BRAMPTON	X	X	X	X	X	X						
ON-ETOBICOKE	X	X	X	X	X	X						
ON-MISSISSAUGA	X	X	X	X	X	X						
ON-NORTH YORK	X	X	X	X	X	X						
ON-SCARBOROUGH	X	X	X	X	X	X						



ON-VAUGHAN/MARKHAM	X	X	X	X	X	X						
ON-OTTAWA	X	X	X	X	X	X	X	X	X	X	X	X
ON-GUELPH	X	X	X	X		X						
ON-MAITLAND								X	X	X	X	X
ON-BARRIE	X	X	X	X		X						
ON-BRANTFORD	X	X	X	X		X						
ON-KINGSTON	X	X	X	X		X						
ON-KITCHENER	X	X	X	X		X						
ON-PETERBOROUGH	X	X	X	X	X	X						
ON-WINDSOR	X	X	X	X	X	X						
ON-LONDON	X	X	X	X	X	X		X	X	X	X	X
ON-NANTICOKE								X	X	X	X	X
ON-SUDBURY	X	X	X	X	X	X						
ON-SAULT STE MARIE	X	X	X	X	X	X		X	X	X	X	X
ON THUNDER BAY	X	X	X	X	X	X		X	X	X	X	X
ON-NORTH BAY	X	X	X	X		X						
ON-TIMMINS	X	X	X	X		X						
ON-SARNIA								X	X	X	X	X
ON-WOODSTOCK	X	X	X	X	X	X						
ON-HAMILTON	X	X	X	X	X			X	X	X	X	X
ON-ST CATHARINES	X	X	X	X	X							
QC-MONTREAL	X	X	X	X	X	X		X	X	X	X	X
QC-GATINEAU	X	X	X	X	X	X						
QC-QUÉBEC	X	X	X	X	X	X		X	X	X	X	X
QC-SHERBROOKE	X	X	X	X		X						
QC-GASPÉ	X		X	X								
QC-CHICOUTIME	X	X	X	X	X							
QC-RIMOUSKI	X		X	X								
QC-TROIS RIVIÈRES	X	X	X	X								
QC-DRUMMONDVILLE	X		X	X								
QC-VAL D'OR	X	X	X	X								
NB-SAINT JOHN	X	X	X	X	X	X		X	X	X	X	X
NB FREDERICTON	X	X	X	X		X						
NB-MONCTON	X	X	X	X		X						
NB-BATHURST	X	X	X	X		X						
NB-GRAND FALLS	X	X	X	X		X						
NB-EDMONSTON	X	X	X	X		X						
NB-MIRAMICHI	X	X	X	X	X	X						
NB-CAMPBELLTON	X	X	X	X		X						
NB-SUSSEX	X	X	X	X	X	X						
NB-WOODSTOCK	X	X	X	X		X						
NS-HALIFAX	X	X	X	X	X	X		X	X	X	X	X



NS-SYDNEY	X	X	X	X	X					
NS-YARMOUTH	X	X	X	X	X					
NS-TRURO	X	X	X	X	X	X				
NS-KENTVILLE	X	X	X	X	X					
NS-NEW GLASGLOW	X	X		X	X					
PE-CHARLOTTETOWN	X	X	X	X	X		X	X	X	X
NL ST JOHN'S	X	X	X	X	X		X	X	X	X
NL-GANDER	X	X	X	X	X					
NL-LABRADOR CITY	X	X	X	X						
NL-CORNER BROOK	X	X	X	X	X					

* Note all retail prices must be provided with and without taxes

**Note pump prices are self-serve



APPENDIX “1” - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan’s assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

1. TECHNICAL CRITERIA

1.1 MANDATORY EVALUATION CRITERIA

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M1	The Contractor MUST have been the lead vendor on a project to conduct surveys in the field of refined petroleum products within the last five (5) years.		
M2	The Contractor MUST demonstrate an ability to conduct surveys on refined petroleum products and communicate in both official languages (English and French). It is expected that key contacts to whom the Contractor may communicate with may have fluency in only one of Canada’s two official language		
M3	The Contractor MUST have a network of surveyors throughout the duration of the resulting contract, capable of collecting refined petroleum price data (regular, mid grade and premium gasoline), diesel, auto propane and furnace oil prices in more than 70 cities* in all 10 provinces, the Yukon and the North West Territories.		
M4	The Contractor MUST have a thorough knowledge of the refined petroleum product market in Canada. The Contractor must have published documents, within the last three (5) years, demonstrating expert knowledge of factors driving petroleum product pricing in Canada		



Criterion ID	Mandatory Criteria	Proposal Page #	Pass/Fail
M5	The Contractor MUST demonstrate a minimum of five (5) years of experience surveying Canadian petroleum product prices.		

* see Annex C

1.2 EVALUATION OF RATED CRITERIA

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Criterion ID	Point Rated Technical Criteria	Minimum Points /Maximum Points	Proposal Page #
R1	<p>Firm's and Project Team's Experience and Expertise</p> <ul style="list-style-type: none"> Demonstration in recent (within seven (7) years of the closing of this RFP) experience in conducting surveys from a wide range of respondents by citing similar projects and describing the complexity and relevance of each one (10 points) Demonstrate extensive experience in successfully soliciting the voluntary participation of survey respondents (15 points) Indication of the extent of their existing contacts among Canadian marketers of petroleum products (5 points) The firm should demonstrate experience in the collection and handling of large quantities of data by identifying previous projects that involve the maintenance and/or the creation of large databases (5 points) 	35	
R2	<p>Approach and Methodology</p> <ul style="list-style-type: none"> Demonstration with complete understanding of the project requirements by providing a written summary of the work to be carried out. This description should be a minimum of 200 words. (10 points) The bidder's detailed plan for the work is consistent with the scope of work. (15 points) Quality, thoroughness and logic of the proposed approach. This includes: completeness, level of detail and logical flow of the 	35	



	proposed methodology (10 points)		
R3	<p>Management of the Project</p> <ul style="list-style-type: none"> The schedule should show the following; Project Plan (10 points) <p>-each step of the process and how all activities will be co-ordinated to ensure the successful completion of the tasks -the critical path for each task -the proposed start time, major milestones and completion dates</p> <ul style="list-style-type: none"> Description of the project manager's involvement to complete the task, including back-up personnel and contingency plans (4 points) Identification of the risk areas to the project, including potential solutions (6 points) 	20	
Total points		90	

2. FINANCIAL CRITERIA

2.1 FUNDING LIMITATION

The maximum funding available for the Contract resulting from the bid solicitation is \$ 250,000.00 (Applicable Taxes extra) including all option years. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

This maximum included a) the Price to perform the Work, b) any Travel and Living and c) Miscellaneous Expenses that may be required.

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.



APPENDIX “2” – FINANCIAL PROPOSAL FORM

1. FIRM PRICE - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Milestone #	Description of Milestone	Milestone Firm Price (applicable taxes excluded)
1	Daily Survey Retail Prices (260 estimated)	\$ _____
2	Daily Survey Wholesale Prices (260 estimated)	\$ _____
3	Daily Survey Retail Prices (260 estimated) – optional with delivery in June 2019	\$ _____
4	Daily Survey Wholesale Prices (260 estimated) – optional with delivery in June 2019	\$ _____
5	Daily Survey Retail Prices (260 estimated) – optional with delivery in June 2020	\$ _____
6	Daily Survey Wholesale Prices (260 estimated) – optional with delivery in June 2020	\$ _____
Total Firm Price for Financial Proposal Evaluation:		\$ _____