



**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

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

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

Title - Sujet JET A-1 FUEL TO CFB NORTH BAY	
Solicitation No. - N° de l'invitation W6890-140681/A	Date 2018-04-04
Client Reference No. - N° de référence du client W6890-140681	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-636-74689	
File No. - N° de dossier hl636.W6890-140681	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-05-15	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Lacelle, Ann	Buyer Id - Id de l'acheteur hl636
Telephone No. - N° de téléphone (873) 469-3350 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this bid solicitation

1.2 Requirement - Bid

To supply bulk Jet A-1 aviation fuel, as detailed at Annex "A", for use by the Department of National Defence in the area of North Bay, Ontario.

Only one contract will be issued as a result of this solicitation.

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.

1.4 Trade Agreements

This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Because epost Connect service is offered, the 2003 standard instructions is amended as follows:

1. Section 5, entitled **Submission of bids**, is amended as follows:
 - a. subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - b. subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - c. subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
2. Section 6, entitled **Late bids**, is deleted entirely and replaced with the following:
 - a. "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
3. Section 07, entitled **Delayed bids**, is amended as follows:
 - a. Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
4. Section 8, entitled **Transmission by facsimile**, is deleted and replaced by the following:
 - a. **"Transmission by facsimile or by epost Connect"**

1. Facsimile

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.

- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.

A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

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

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.

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.

2.6 Best Delivery Date - Bid

While delivery is requested as soon as possible, the best delivery that could be offered is

_____.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid **electronically**, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and be in separated documents as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

If the Bidder chooses to submit its bid in **hard copies**, Canada requests that the Bidder submits its 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)

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- (a) 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
- (b) 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.

3.1.1 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.

3.1.2 Section II: Financial Bid

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

The Bidder is responsible to fill in the blanks in the Articles below, as applicable. This information should be submitted with the bid, but may be submitted afterwards.

a. Unit Price

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

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

b. Unit Price Adjustments

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

c. Reference Marker

The unit prices for Aviation Turbine Fuel Jet A-1, shown at Annex "A", are subject to adjustment using Reference Marker Platt's Oilgram: New Your Harbour Barge ("NYHB").

d. Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "B" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

e. Exchange Rate Fluctuation

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

f. Progress Payments

Progress payments will not be considered unless specifically offered by Canada in this document.

3.1.3 Section III: Certifications

Bidders must submit the certifications and additional information 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

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

a. Mandatory Technical Criteria

- (i) Technical compliance (In accordance with Annex "A")

4.1.2 Financial Evaluation

a. Mandatory Financial Criteria

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

4.1.2.1 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 liter by the number of liters.

4.2 Basis of Selection – Multiple Items

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

Only one contract will be issued as a result of this solicitation.

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 the required documentation, as applicable, to be given further consideration in the procurement process.

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" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 Additional Certifications Precedent to Contract Award

a. General Environmental Criteria Certification

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

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

Bidders' Authorized Representative Signature

Date

or

- B) The Bidder certifies that the Bidder 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 Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
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.	

Bidders' Authorized Representative Signature

Date

b. Product Certification *Bidder to complete*

The Bidder certifies that all goods proposed conform to the specifications detailed at Annex "A".

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement – Contract

The Contractor must provide the items detailed under the “Requirement” at Annex “A”.

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 related to each requirement, shown at Annex “A”.

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) (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](#) (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Complete Delivery

The Contractor must make the complete delivery within _____ calendar days from the award date of the Contract.

6.4.2 Adherence to Delivery Schedule

The Contractor will promptly give notice to the Contracting Authority of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

6.5 Delivery, Inspection and Acceptance

6.5.1 Delivery Points

Delivery of the requirement will be made to the delivery point specified at Annex "A" of the Contract.

6.5.1.1 Additional Delivery Instructions:

Location: From North Bay, head on highway 17W towards West Nipissing. Roughly 15 km after passing the North Bay hospital set of lights, there will be a sign designating a gravel road called Mooz Miikan on the right (it is about 5 km passed Mukwa Miikan, another gravel road). Turn right on Mooz Miikan and keep going straight on the road 6-7 km before arriving at the destination.

6.5.1.2 Delivery Constraints

6.5.1.2.1 Delivery Hours

Deliveries of the fuel must take place between 0900 and 1600 hours, Monday to Friday.

6.5.1.2.2 Delivery Load Restrictions

The road leading to the site is a gravel road with a narrow bridge (3.5 meters curb to curb) with the following load restrictions:

- | | |
|-----------------------|------------|
| 8 tonnes for level 3 | (3 axles) |
| 17 tonnes for level 2 | (4 axles) |
| 25 tonnes for level 1 | (>5 axles) |

6.5.2 Delivery Verification

Deliveries will be verified by printed metered slips or standard commercial delivery slips as applicable.

6.5.3 Volume Corrected To 15°C

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

6.5.4 Certificate of Analysis (CoA) and Summary Document (for DND)

The contractor must:

- (1) Complete a Certificate of Analysis (CoA) traceable to the batch number delivered and:
 - a) provide a copy of the CoA to the Consignee at the delivery point for all batches of fuel delivered into storage at DND facilities, or into DND transport, and

b) send a copy to the DND TA by email to AvPOLCBA@forces.gc.ca.

- (2) maintain a summary document, listing at a minimum:
- (a) Contract number,
 - (b) fuel quantity delivered,
 - (c) Conductivity reading,
 - (e) Meter ticket number (traceable to batch numbers), and
 - (f) Date of delivery

and provide it to the DND QAA responsible for the Contractor as per SACC D5510C

6.5.5 Inspection and Acceptance

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

6.5.6 Shipping Instructions - DDP

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

6.6 Authorities

6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Ann Lacelle

Public Works and Government Services Canada

Acquisitions Branch

Logistics, Electrical, Fuel & Transportation Directorate

Fuel & Construction Products Division (HL)

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

Gatineau, QC K1A 0S5

Telephone: 873-469-3350 **Facsimile:** 819-956-5227

E-mail address: ann.lacelle@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 Contractor's Representative *Bidder to complete*

	General Enquiries	Delivery/ Follow-up
Name:	_____	_____
Title:	_____	_____
Organization:	_____	_____

Solicitation No. - N° de l'invitation
W6890-140681/A
Client Ref. No. - N° de réf. du client
W6890-140681

Amd. No. - N° de la modif.
File No. - N° du dossier
HL636.W6890-140681

Buyer ID - Id de l'acheteur
HL636
CCC No./N° CCC - FMS No./N° VME

Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.7 Payment

6.7.1 Basis of Payment – Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), DDP to destination, as specified in in Annex "A", subject to adjustment as identified below. 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.

For invoicing purposes the firm unit prices per litre in Appendix "A" effective on the date of delivery will apply.

6.7.1.1 Aviation Fuel (Jet A-1)

The contractor will be paid a firm unit price \pm an adjustment factor based on the fluctuation of the Reference Marker Platt's Oilgram Weekly Average – "NYHB".

6.7.2 Unit Prices/Taxes

The unit prices offered in Annex "A" 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.

6.7.3 Adjustment Methodology - Platt's Oilgram

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

a. The Reference Marker is:

NYHB - Platt's Oilgram average weekly assessment for the New York Harbor, FOB Barge, Jet. The average weekly assessments will be based on the Monday to Friday week average of the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

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

The adjustment to the unit prices will be equal to the applicable Platt's Oilgram Weekly Average Marker price for the week ending immediately prior to fuel shipment ("B" week

value) minus the applicable Platt's Oilgram Weekly Average Marker price for the week ending **March 30, 2018** plus the bid price.

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 value for week ending **March 30, 2018** for the Reference Marker is:

NYHB \$0.6871 CAD

For Reference Marker "NYHB", the average weekly assessment will be:

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

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

Example calculation using the "NYHB" Marker:

(All prices indicated are for example purposes only)

Related NYHB marker price for week ending January 15, 2016 = U.S. \$0.5123/U.S.Gal.
Related NYHB marker price for week ending February 5, 2016 = U.S. \$0.5298/U.S. Gal.
Bank of Canada official U.S. exchange rate for day ending January 15, 2016 = \$1.3871 per U.S. dollar
Bank of Canada official U.S. exchange rate for day ending February 5, 2016 = \$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

b. Revision of Reference Marker

In the event that:

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

6.7.4 Terms of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.8 Invoicing Instructions

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 Client Department;
- 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;
- g. The address where payment is to be sent.

2. Invoices must be distributed as follows:

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

Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the consignee. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip.

Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 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*).

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010A (2016-04-04) Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (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)*)

6.12 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
B1505C	Shipment of Hazardous Materials	2016-01-28
G1005C	Insurance – No Specific Requirement	2016-01-28

ANNEX "A" STATEMENT OF REQUIREMENT
ANNEXE "A" ÉNONCÉ DU BESOIN
PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: **W6890-140681/A**

ITEM	DESCRIPTION OF CONTRACT ITEMS DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	DELIVERY METHOD MÉTHODE DE LIVRAISON	CONSIGNEE CONSIGNATAIRE INVOICING INSTRUCTIONS INSTRUCTIONS DE FACTURATION	STORAGE CAPACITY CAPACITÉ DU RÉSERVOIR	QUANTITY QUANTITÉ	UNIT PRICE PRIX UNITAIRE	TOTAL TOTAL
1	Aviation Turbine Fuel (Jet A-1), Standard CAN/CGSB-3.23-2016 (latest issue). Consignee Code: W6890	Tank Wagon (TW)	Delivered Duty Paid (DDP) to RPOU (Ontario) North Bay CFB North Bay / 22 Wing Little Sturgeon Rd Crystal Falls, ON P0H 1L0 Additional Delivery Instructions: From North Bay, head on highway 17W towards West Nipissing for roughly 15 km. Take a right turn on Mooz Miikan road and keep going straight (always keeping to the right) for 6-7 km before arriving at the destination, which is actually on Little Sturgeon Road. Delivery Load Restrictions The road leading to the site is a gravel road with a narrow bridge (3.5 meters curb to curb) with the following load restrictions: 8 tonnes for level 3 (3 axles) 17 tonnes for level 2 (4 axles) 25 tonnes for level 1 (>5 axles) Delivery Hours: 0900-1600 hrs, Mon-Fri <u>INVOICING/FACTURES</u> To be provided at Contract Award.	1 x 50,000 Litres	25,000 Litres	\$	\$

Solicitation No. - N° de l'invitation
W6890-140681/A
Client Ref. No. - N° de réf. du client
W6890-140681

Amd. No. - N° de la modif.
File No. - N° du dossier
HL636.W6890-140681

Buyer ID - Id de l'acheteur
HL636
CCC No./N° CCC - FMS No./N° VME

ANNEX “B” - ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);