

**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  
L'Esplanade Laurier,  
140 O'Connor Street,  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Drummed Aviation Gasoline (100LL) Drummed Aviation Gasoline (100LL) for delivery to Radisson Quebec	
<b>Solicitation No. - N° de l'invitation</b> F3757-210524/A	<b>Date</b> 2021-06-14
<b>Client Reference No. - N° de référence du client</b> F3757-210524	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-662-80115	
<b>File No. - N° de dossier</b> hl662.F3757-210524	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-06-30</b> Heure Avancée de l'Est HAE	
<b>F.O.B. - F.A.B.</b>	
<b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Munz, Pam	<b>Buyer Id - Id de l'acheteur</b> hl662
<b>Telephone No. - N° de téléphone</b> (613) 296-9133 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  <div style="text-align: center;">Specified Herein Précisé dans les présentes</div>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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### ANNEX "A" - REQUIREMENT AND PRICING

### ANNEX "B"- ELECTRONIC PAYMENT INSTRUMENT

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement – Bid

The requirement is detailed at Annex “A” Requirements and Pricing.

### 1.2 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- James Bay and Northern Quebec Agreement

### 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 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

**Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors are highly encouraged to transmit their bid electronically using the epost Connect service. Information on the epost Connect service can be found in Part 2 entitled Offeror Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.**

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## 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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Bids

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five 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 Bid Challenge and Recourse Mechanisms**

(a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are strict deadlines for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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## 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 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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)

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

**a. Delivery Lead Time**

While delivery is requested between contract award date and July 20, 2021, the best delivery date that could be offered is \_\_\_\_\_ to the La Grande Airport in Radisson QC.

**b. Palletizing**

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

**3.1.2 Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**a. Unit Prices**

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

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

**b. Drums and Pallets**

The firm unit prices per litre offered for drummed fuel requirements must include the price of the drum and pallets and any other costs associated with picking up and responsibly disposing of the User's empty drums.

**c. Unit Price Adjustments**

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

**3.1.3 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.

**3.1.4 SACC Manual Clauses**

The following terms and conditions are incorporated herein

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

**Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 4.1.1. Technical Evaluation

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

##### 4.1.1.1. Mandatory Technical Criteria

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

(a) Bidders must offer the requested product for which they provide a price at Annex "A".

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

#### 4.1.2. Financial Evaluation

The price offered will be evaluated in Canadian dollars, Canadian customs duties included, Incoterms 2000 "DDP Delivered Duty Paid. Applicable taxes excluded.

##### 4.1.2.1. 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; and

(ii) The Bidders' financial bid must be in accordance with the Basis of Payment.

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

### 4.2 Basis of Selection

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

In an event of a tie, a mutually agreed selection methodology will be determined between the Bidders involved in the tie and Contracting Authority (e.g. coin toss).



## 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 certification 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. Canada Environmental, Socio-Economic and Accessibility Initiative Certification

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

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

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

OR

- 2) The Bidder certifies that it meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of eight (8) criteria identified in the table below.

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

Environmental criteria 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 programs or policies on, but not limited to, the following: <ul style="list-style-type: none"> <li>- Greenhouse Gas (GHG) Reduction</li> <li>- GHG inventory</li> <li>- eWaste</li> <li>- Waste audits</li> <li>- Energy efficiency</li> <li>- Green procurement</li> <li>- Fleet requirements (green vehicles, vehicle tracking, low resistance tires, tire recycling, emission reduction, etc.)</li> <li>- LED lighting</li> <li>- Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program</li> <li>- Motion-sensored lighting</li> <li>- Solar/wind programs</li> </ul>	
A minimum of 50% of office equipment has an energy efficient certification.	
Other Environmental or Green Registration or Certification.	
The Bidder should provide a brief description of the program in place in their bid.	
Other environmental initiatives and programs in place	

The Bidder should provide a brief description of the program in place in their bid.	
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\_\_\_\_\_  
Bidders' Authorized Representative Name & Signature

\_\_\_\_\_  
Date

OR

- 3) The Bidder certifies that it manages and encourages targeted underrepresented suppliers, supplier ownership and groups (i.e., visible minorities, women, youth, and veterans of the Canadian Armed Forces) through the use of Human Resource (HR) policies, training or skills development policies or program, employment, scholarships, etc.

The Bidder should provide a brief description of the program in place in their bid.

\_\_\_\_\_  
Bidders' Authorized Representative Name & Signature

\_\_\_\_\_  
Date

OR

- 4) The Bidder certifies that it manages and encourages indigenous suppliers, supplier ownership and groups through the use of Human Resource (HR) policies, training or skills development policies or program, employment, scholarships, etc.

The Bidder should provide a brief description of the program in place in their bid.

\_\_\_\_\_  
Bidders' Authorized Representative Name & Signature

\_\_\_\_\_  
Date

Note: The Bidder, may be required to further demonstrate its certification statement by submitting, upon request from the contracting authority, the following information:

- i) A detailed description of initiative(s) or program(s)
- ii) Proof of initiative(s) or program(s) (certificate, report, audit, action plan, policy, etc.).

#### **5.2.4 Product Certification**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## 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 Description" at Annex "A" Requirements and Pricing.

#### 6.2.1 Product Standard

The product(s) delivered by the Contractor must conform to the latest issue of the ASTM Standard indicated in the product description related to each requirement, shown at Annex "A" Requirements and Pricing.

#### 6.2.2 Drums

It is mandatory that drums be new, unless otherwise specified.

Drummed requirements are identified in Annex "A" - Requirements.

Aviation fuel in drums must be less than 12 months old from fill date when supplied. Storage, handling, and dispensing of aviation fuels in drums must be in accordance with CSA B836 (latest edition), especially the "Aviation fuel in drums" section.

Returnable drums will be identified by either embossing them with the company name, symbol, crest or hallmark, by a metal nameplate attached to the drum, by stencilling or by some other acceptable means.

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

#### 6.2.3 Pallets

Only non-returnable pallets are acceptable.

#### 6.2.4 Certificate of Analysis (CoA)

Upon request, a copy of the certificate of analysis must be provided to the Identified User Representative at the delivery point.

#### 6.2.5 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### 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 (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Delivery Date

Delivery to the La Grande Airport in Radisson QC is requested by July 20, 2021. A minimum of 40 drums must be delivered at this time. Notice for the exact date of a second delivery will be given no later than five business days before delivery is required.

### 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.**

### 6.4.3 Comprehensive Land Claims Agreement(s)

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

- James Bay and Northern Quebec Agreement.

## 6.5 Delivery, Inspection, and Acceptance

### 6.5.1 Delivery Verification

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

### 6.5.2 Inspection and Acceptance

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

### 6.5.3 Shipping Instructions – DDP

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

## 6.6 Authorities

### 6.6.1 Contracting Authority

The Contracting Authority for the Contract is:

Pam Munz  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property and Commercial Acquisitions Sector  
Industrial Products and Vehicles Procurement Directorate  
Fuel & Construction Products Division (HL)  
140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower  
Ottawa, ON K1A 0R5  
Telephone: (613) 296-9133  
E-mail address: [pam.munz@tpsgc-pwgsc.gc.ca](mailto:pam.munz@tpsgc-pwgsc.gc.ca)

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

#### 6.6.2 Project Authority (To be added at contract award)

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.

#### 6.6.3 Contractor's Representative

	General Enquiries	Delivery/Follow-up
Name:	_____	_____
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 a firm unit prices, DDP to destination, as specified in the in Annex "A" for an **estimated** cost of \$ \_\_\_\_\_ CAD (*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

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

##### 6.7.2 Basis for Unit Price Adjustments

Unit price as shown at Line Item Detail will be subject to upward or downward adjustment using The Kent Group "Wholesale by Marketer" Monday to Friday Average Daily Rate as published on <https://charting.kentgroupltd.com/> using **Reference Markers** as follows.

- a) For Aviation Gasoline: "Premium Gasoline"

### 6.7.3 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.

### 6.7.4 Adjustment Methodology – Kent Group Ltd

The adjustment to the unit price will be equal to the Premium Gasoline Reference Marker price for the week ending immediately prior to fuel shipment ("B" week value) minus the applicable Montreal Reference Marker price for the week ending June 11, 2021 ("A" week value), plus the bid price. The Reference Marker will be taken from the Montreal Weekly Average Wholesale Marker.

### 6.7.5 Reference Marker Price

For the purposes of determining the adjustment in unit prices, the average in the Canadian Unbranded Rack prices shall be used as follows:

Product as described in Annex "A"	Product as described by Kent Group Ltd	Location
Aviation Gasoline	Premium Gasoline	Montreal (Average price)

The per-litre "A" date value for Premium Gasoline for the week ending June 11, 2021 is **\$0.9358**.

### 6.7.6 Terms of Payment

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

### 6.7.7 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" Requirements and Pricing 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 \_\_\_\_\_.

## 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 (2020-05-28) Goods (Medium Complexity);
- (c) Annex "A", Requirement and Pricing; and
- (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



### **6.13 Dispute Resolution**

- a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX A

REQUIREMENT AND PRICING

ITEM	REQUIREMENT DESCRIPTION	DELIVERY METHOD	DESTINATION AND CONSIGNEE INVOICING INSTRUCTIONS	QUANTITY	UNIT PRICE (PER LITRE)
1	64 drums of Aviation Gasoline (100LL) in accordance with ASTM 910 <b>Consignee Code:</b> F3757 <b>Requisition No.:</b> F3757-210524	New 205 L light duty steel (18 gauge) plastic-lined drums	<u>Delivered Duty Paid (DDP) to:</u> Aéroport de La Grande-Rivière 66 avenue Des Groselliers, C.P. 366 Radisson (Québec) J0Y 2X0	13,120 Litres	
	Material Safety Data Sheet (MSDS) required. For furtherance to (Department of Fisheries and Oceans responsibility): Kuujjuarapik QC Inukjuak QC		<u>Delivery contact:</u> TO BE INCLUDED AT CONTRACT AWARD  Financial Code: 430099-BTG0501-B120-xxxx		
2	<b>OPTIONAL</b> 16 drums of Aviation Gasoline (100LL) in accordance with ASTM 910 <b>Consignee Code:</b> F3757 <b>Requisition No.:</b> F3757-210524		<u>Invoicing:</u> Fisheries and Oceans / Pêches et Océans Canada Direction des sciences océaniques et de l'environnement 850 route de la mer, C.P. 1000 Mont-Joli, QC, G5H 3Z4	3,280 Litres	\$ -----
	Material Safety Data Sheet (MSDS) required. For furtherance to (Department of Fisheries and Oceans responsibility): Kuujjuarapik QC Inukjuak QC				

Drums to be marked as followed: **2021 DFO**

Solicitation No. - N° de l'invitation  
F3757-210524/A  
Client Ref. No. - N° de réf. du client  
F3757-210524

Amd. No. - N° de la modif.  
HL662  
File No. - N° du dossier  
HL662, F3757-210524

Buyer ID - Id de l'acheteur  
HL662  
CCC No./N° CCC - FMS No./N° VME

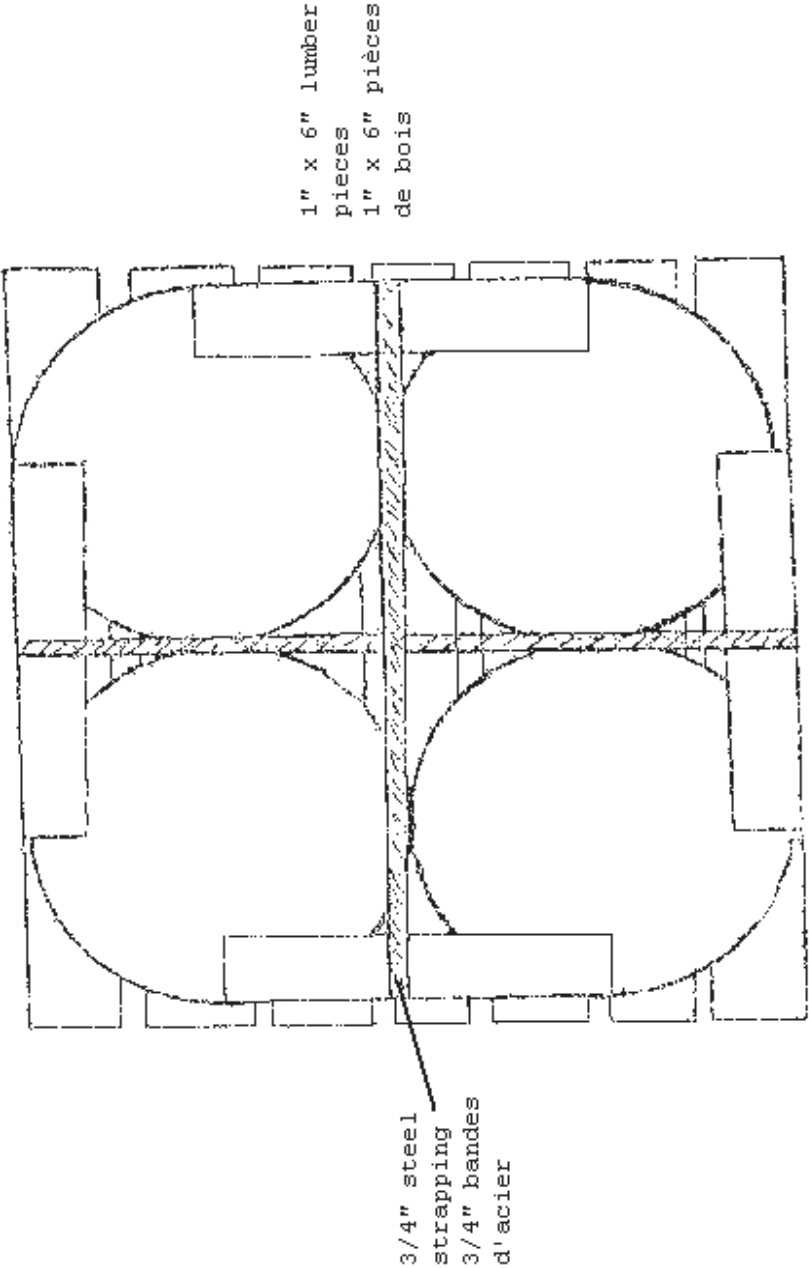
**Palletized Drummed Product Specification**

Eight pieces of 1" x 6" lumber forming angles on the top and side edges of the drums will be used. They will be fixed to the drums with 2 pieces of 3/4" bands of steel strapping.  
An additional band of steel strapping will encircle the waist of the four drums.

**Spécification pour palettiser les produits en barils**

L'armature doit consister en huit pièces de bois de 1" x 6" réunies par paire; l'angle de chaque paire doit recouvrir le rebord supérieur des barils. Les pièces de bois doivent être fixées aux barils par deux bandes d'acier de 3/4". Une autre bande d'acier doit retenir les quatre barils ensemble par la taille.

**TOP VIEW / VUE SUPÉRIEURE**



Solicitation No. - N° de l'invitation  
F3757-210524/A  
Client Ref. No. - N° de réf. du client  
F3757-210524

Amd. No. - N° de la modif.  
HL662  
File No. - N° du dossier  
HL662, F3757-210524

Buyer ID - Id de l'acheteur  
HL662  
CCC No./N° CCC - FMS No./N° VME

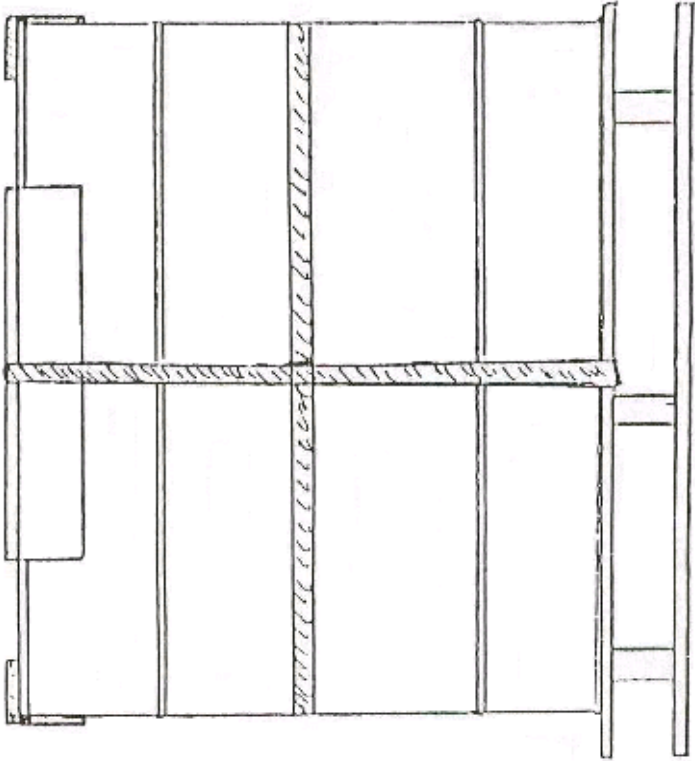
**Palletized Drummed Product Specification - Continued**

Eight pieces of 1" x 6" lumber forming angles on the top and side edges of the drums will be used. They will be fixed to the drums with 2 pieces of 3/4" bands of steel strapping.  
An additional band of steel strapping will encircle the waist of the four drums.

**Spécification pour palettiser les produits en barils - suite**

L'armature doit consister en huit pièces de bois de 1" x 6" réunies par paire; l'angle de chaque paire doit recouvrir le rebord supérieur des barils. Les pièces de bois doivent être fixées aux barils par deux bandes d'acier de 3/4". Une autre bande d'acier doit retenir les quatre barils ensemble par la taille.

**SIDE VIEW / VUE DE CÔTÉ**



Solicitation No. - N° de l'invitation  
F3757-210524/A  
Client Ref. No. - N° de réf. du client  
F3757-210524

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HL662. F3757-210524

Buyer ID - Id de l'acheteur  
HL662  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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).