



**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> FUEL VIA MANITOBA WINTER ROAD	
<b>Solicitation No. - N° de l'invitation</b> M5000-224790/B	<b>Date</b> 2022-02-04
<b>Client Reference No. - N° de référence du client</b> M5000-224790	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-636-80931	
<b>File No. - N° de dossier</b> hl636.M5000-224790	<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 Standard Time EST <b>on - le 2022-02-11</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lacelle, Ann	<b>Buyer Id - Id de l'acheteur</b> hl636
<b>Telephone No. - N° de téléphone</b> (613) 296-3977 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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>

This cancels and supersedes the previous Request for Proposal (RFP) M5000-224790/A dated 2021-01-06, which closed on 2022-02-01 at 2:00 p.m. EST, for the requirements listed at Annex "A" only. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 REQUIREMENT .....	2
1.2 DEBRIEFINGS .....	2
1.3 EPOST CONNECT SERVICE .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 CANADIAN GENERAL STANDARDS BOARD - STANDARDS .....	3
2.3 SUBMISSION OF BIDS .....	3
2.4 ENQUIRIES - BID SOLICITATION .....	3
2.5 APPLICABLE LAWS .....	4
2.6 BID CHALLENGE AND RECOURSE MECHANISMS .....	4
2.7 ENVIRONMENTAL REGULATIONS .....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS .....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES .....	7
4.2 BASIS OF SELECTION - MULTIPLE ITEMS .....	7
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	8
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	8
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
6.1 SECURITY REQUIREMENTS .....	11
6.2 REQUIREMENT .....	11
6.3 STANDARD CLAUSES AND CONDITIONS .....	11
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	12
6.6 PAYMENT .....	13
6.7 INVOICING INSTRUCTIONS .....	14
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	14
6.9 APPLICABLE LAWS .....	15
6.10 PRIORITY OF DOCUMENTS .....	15
6.11 SACC MANUAL CLAUSES .....	15

### ANNEX "A" - REQUIREMENT

### ANNEX "B" TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### 1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.3 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) (<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.

### 2.2 Canadian General Standards Board - Standards

A copy of the CGSB standards referred to herein may be obtained from:

Canadian General Standards Board Sales Centre  
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@tpsgc-pwgsc.gc.ca](mailto:ncr.cgsb-ongc@tpsgc-pwgsc.gc.ca)  
CGSB Website: <https://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 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.

### 2.4 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 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.

## 2.7 Environmental Regulations

On June 12, 2008, an Environment Canada regulation governing storage tank systems for petroleum products under federal jurisdiction came into effect (Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197). It contains specific requirements for suppliers who deliver petroleum products to those storage tank systems. Compliance with these regulations is mandatory.

Note that since June 12, 2010, suppliers are also prohibited from filling storage tanks that do not have a visible Environment Canada identification number for suppliers to record. This applies to storage tanks over a certain size, refer to the regulation above for details.

For More information on this regulation, please visit the following Environment Canada website:  
[www.ec.gc.ca/rs-st](http://www.ec.gc.ca/rs-st)

## 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 separated as follows:

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

- 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 there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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.

**Due to the nature of the Request for Proposal, transmission of bids by mail/courier to PWGSC BRU will not be accepted.**

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

#### **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.

#### **Section II: Financial Bid**

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

##### **A. Unit price**

The firm unit prices per litre offered must be in Canadian dollars per litre for fuel, Canadian customs duties included, Incoterms 2000 DDP Delivered Duty Paid, and must not exceed four decimal places.

##### **A.1. Delivery Charges/Cartage Fees**

For the requirements listed at Annex "A", the Bidder has the option of adding a firm delivery charge/cartage fee per round trip for each fuel requirement.

**B. Unit Price Adjustments**

Firm unit prices for fuel shown at line item detail will be subject to upward or downward adjustments, as detailed in the Basis of Payment.

**C. Reference Marker**

The unit prices shown at Line Item Detail are subject to adjustment using the Reference Marker price contained in the The Kent Group "Wholesale" Monday to Friday Average Daily as published on <https://charting.kalibrate.com/>, as detailed in the Basis of Payment.

**3.1.1 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.

**3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

**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.

##### **4.1.1.1 Mandatory Technical Criteria**

The Bidder must provide documentation with their bid showing how they meet the technical requirements detailed in Annex "A" Requirements.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

- a) The Bidder must bid a (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
- b) The Bidders' financial bid must be in accordance with the Basis of Payment.

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



## 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 property 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 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.

\_\_\_\_\_  
Bidder's 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 Bidder's 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: - Greenhouse Gas (GHG) Reduction - GHG inventory - eWaste - Waste audits - Energy efficiency - Green procurement - Fleet requirements (green vehicles, vehicle tracking, low resistance tires, tire recycling, emission reduction, etc.) - LED lighting - Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program - Motion-sensored lighting - Solar/wind programs	
A minimum of 50% of office equipment has an energy efficient certification.	
Other Environmental or Green Registration or Certification.	

Solicitation No. - N° de l'invitation  
M5000-224790/B  
Client Ref. No. - N° de réf. du client  
M5000-224790

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl636.M5000-224790

Buyer ID - Id de l'acheteur  
hl636  
CCC No./N° CCC - FMS No./N° VME

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.	

\_\_\_\_\_  
Bidder's 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.

\_\_\_\_\_  
Bidder's 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.

\_\_\_\_\_  
Bidder's Authorized Representative Name & Signature

\_\_\_\_\_  
Date

#### 5.2.3.2. Certificate of Conformance

The Bidder certifies herein that the products offered conform and will continue to conform to the specifications in Annex "A" - Requirement during the period of the Contract.

\_\_\_\_\_  
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

The Contractor must provide the items in accordance with Annex "A".  
The product delivered by the Contractor must be in accordance with the product description, and instructions where applicable, shown at Annex "A" for each requirement.

#### 6.2.1 Delivery Verification

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

#### 6.2.2 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".

#### 6.2.3 Volume Corrected To 15°C

When gasoline, heating oil or diesel fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes shall be adjusted to 15°C in accordance with API-ASTM-IP Table 54B. When a delivery is made through a flow meter, the delivery slip will be provided with the invoice.

#### 6.2.4 Drums

It is mandatory that drums be new.  
Drummed requirements are identified in Appendix "A".  
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 stenciling or by some other acceptable means. The Standing Offer number shall also be identified on the drums.  
Closures on drums shipped must be over sealed with "Tri-sure" or "Rieke" seals.

#### 6.2.5 Pallets

Only non-returnable pallets are acceptable.

#### 6.2.6 Certificate of Analysis (CoA)

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

### 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](#) (2021-12-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

## 6.4 Term of Contract

### 6.4.1 Delivery Date

All the deliverables must be received **on or before March 31, 2022** (Winter Road access permitting).

### 6.4.2 Delivery Points

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

### 6.4.3 Inspection and Acceptance

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

### 6.4.4 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" delivery and offloading charges included.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

#### **Ann Lacelle**

Public Works and Government Services Canada  
Acquisitions Branch, Commercial Acquisition & Supply Management Sector  
Logistics, Electrical, Fuel & Transportation Directorate  
Fuel & Construction Products Division (HL)  
140 O'Connor St  
Ottawa ON K1A 0S5  
Telephone: 613-296-3977  
E-mail address: [ann.lacelle@tpsgc-pwgsc.gc.ca](mailto: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.

### 6.5.2 Project Authority

The Project Authority for the Contract is:

#### **(TO BE PROVIDED AT CONTRACT AWARD)**

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

### 6.5.3 Contractor's Representative

Name and telephone number of the person responsible for:

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

## 6.6 Payment

### 6.6.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), 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.

### 6.6.2 Basis for Unit Price Adjustments

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

- a) For Automotive Gasoline, Grade 3: "Premium Gasoline"
- b) For Diesel Fuel - Type A: "Diesel #1"

### 6.6.3 Unit Prices/Taxes

The firm unit prices offered in the Line Item Detail, **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, taxes or levies, 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.

### 6.6.4 Method of Calculating Unit Price Per Litre Adjustments

An adjustment to the firm unit prices per litre in the Line Item Detail will be calculated as indicated hereunder.

The adjustment to the unit price will be equal to the applicable Monday to Friday Average Daily Rate for the Reference Marker price for the week ending on the **Friday just prior to the truck loading date at origin** minus the applicable Monday to Friday Average Daily Rate for the Reference Marker for the week ending **December 31, 2021**, plus the bid price.

The contractor shall provide a copy of the loading receipt, or another document acceptable to PWGSC, as proof of the truck loading date.

#### 6.6.5 Reference Marker Price

In their bid, the Bidder must quote their unit price per litre using the following Monday to Friday Average Daily Rate for the Reference Marker for **December 31, 2021**, expressed in Canadian dollars per litre:

December 31, 2021 values, Kent Group – “Wholesale” Monday to Friday Average Daily Rate:

<u>DESIGNATED CENTRE:</u> Winnipeg	
PRODUCT	VALUE
Premium Gasoline	\$0.9740
Diesel #1	\$0.9630

#### 6.6.6 Revision of Reference Marker

In the event that:

- A) the applicable Reference Marker is discontinued; or
  - B) Public Works and Government Services Canada determines that the Reference Marker does not reflect market conditions;
- the parties 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.

#### 6.6.7 Terms of Payment

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

#### 6.6.8 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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### 6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods (Medium Complexity). One (1) copy must be forwarded to the Invoicing Office listed in Annex “A” – Requirements, and one (1) copy must be forwarded to the Contracting Authority identified under the section entitled “Authorities” of the Contract.

#### 6.8 Certifications and Additional Information

##### 6.8.1 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.

## 6.9 Applicable Laws

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

## 6.10 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 (2021-12-02) Goods (Medium Complexity);
- (c) Annex A, 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)*)

## 6.11 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
G1005C	Insurance – No Specific Requirement	2016-01-28



## Page 1

ITEM	DESCRIPTION OF CONTRACT ITEMS	DELIVERY METHOD	CONSIGNEE  INVOICING INSTRUCTIONS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
5	<p><b>Clear Diesel type A (P50) operability temperature cloud point -43°C CAN/CGSB-3.517-2020 (latest issue)</b></p> <p>Consignee Code: M2297</p>	Tank Wagon	<p><u>Delivered Duty Paid (DDP) to:</u> <b>RCMP Oxford House Detachment, Oxford House, MB</b></p> <p><u>Delivery contact:</u> TO BE INCLUDED AT CONTRACT AWARD</p> <p><u>Financial Code:</u> N035-0719-D0507</p> <p><u>INVOICING:</u> OXFORD HOUSE DET BOX 267 OXFORD HOUSE, MB R0B 1C0</p>	541 Litres	\$	\$
	<b>Delivery &amp; Unloading</b> (Round trip)				\$	

**NOTE: PRIOR TO DELIVERY – Upon contract award, the Contractor shall contact the various RCMP locations to confirm logistical arrangements for delivery, and to ensure the RCMP members will be present to accept delivery at the destination.**

ITEM	DESCRIPTION OF CONTRACT ITEMS	DELIVERY METHOD	CONSIGNEE INVOICING INSTRUCTIONS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
10	<u>RCMP</u>  <b>Automotive Gasoline Grade 3 (Premium), Standard CAN/CGSB-3.5-2016 (latest issue).</b>  Consignee Code: M2265	New 205 L light duty steel (18 gauge) plastic lined returnable drums	<u>Delivered Duty Paid (DDP) to:</u> <b>RCMP Stevenson Island Fuel Compound, Stevenson Island, MB</b>  <u>Note:</u> 15,580 L – drums at RCMP Site Compound  <u>Delivery contact:</u> TO BE INCLUDED AT CONTRACT AWARD  <u>Financial Code:</u> N035-0723-D3827  <u>INVOICING:</u> ISLAND LAKE DET BOX 70 ISLAND LAKE, MB ROB OT0	15,580 Litres	\$	\$
	<b>Drums &amp; Pallets</b>			76 drums / 19 Pallets	\$ /drum \$ /pallet	
	<b>Delivery &amp; Unloading (Round trip)</b>				\$	
7	<u>RCMP</u>  <b>Clear Diesel type A (P50) operability temperature cloud point -43°C CAN/CGSB-3.517-2020 (latest issue)</b>  End Use: Power Generation  Consignee Code: M2265	New 205 L light duty steel (18 gauge) plastic lined returnable drums	<u>Delivered Duty Paid (DDP) to:</u> <b>RCMP Stevenson Island Fuel Compound, Stevenson Island, MB</b>  <u>Delivery contact:</u> TO BE INCLUDED AT CONTRACT AWARD  <u>Financial Code:</u> N035-0719-D3827  <u>INVOICING:</u> ISLAND LAKE DET BOX 70 ISLAND LAKE, MB ROB OT0	820 Litres	\$	\$
	<b>Drums &amp; Pallets</b>			4 drums / 1 Pallet	\$ /drum \$ /pallet	
	<b>Delivery &amp; Unloading (Round trip)</b>				\$	

**NOTE: PRIOR TO DELIVERY – Upon contract award, the Contractor shall contact the various RCMP locations to confirm logistical arrangements for delivery, and to ensure the RCMP members will be present to accept delivery at the destination.**

## Page 3

[illegible]

Solicitation No. - N° de l'invitation  
M5000-224790/B  
Client Ref. No. - N° de réf. du client  
M5000-224790

Amd. No. - N° de la modif.  
File No. - N° du dossier  
hl636.M5000-224790

Buyer ID - Id de l'acheteur  
hl636  
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);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)