**MOHAWK COUNCIL OF AKWESASNE**

# 2027 Fuel Tender

## REQUEST FOR TENDER
## (First Request)

**DATE: November 16, 2026**

Tenders are hereby invited for the supply of goods specified and to be Freight on Board (F.O.B.) to MCA facilities within the Akwesasne Territory. The right is reserved to accept or reject quotations on any item separately or on the tender as a whole.

Please prepare your tender in two (2) copies on this form, being careful to fill in all blanks, sign properly and return copies to Department of Infrastructure Housing & Environment (DIHE) office located at Cornwall Island Administration Building #3 (CIA#3) to the attention of Leslie Papineau, DIHE Director.

QUOTATIONS MUST BE FULLY EXTENDED AND CHECKED and extension totaled.

All materials furnished must conform to accepted tender. Supplier must pay transportation charges both ways on all rejected material. Prices quoted herein must remain fixed throughout the heating season (November 30, 2026 – April 30, 2027). Requests to make adjustments to fixed prices are to be negotiated and may initiate a re-tender. Copy of Certificate of Insurance for Liability, Vehicles, Environmental Liability, a valid Workers Compensation Certificate, (CSST/WSIB), and a Copy of Certified Oil Burner Technician license is required, as well as a detailed Written Procedures Checklist for a Health and Safety Program.

**Tenders will be received until 1:00 p.m., November 30, 2026.**

Tenders to be E-mailed or delivered to:

Attention: Nolan Francis, Sr. Maintenance Manager
Mohawk Council of Akwesasne
Department of Infrastructure Housing & Environment
Cornwall Island Administration Building #3
101 Tewesateni Rd.
Akwesasne, Ontario, K6H 0G5
E-mail: nolan.francis@akwesasne.ca
CC E-mail: karla.ransom.dts@akwesasne.ca

**TENDER**

TO: Mohawk Council of Akwesasne
P.O. Box 90
Akwesasne, Quebec
H0M 1A0

DATE:_____

Attention: Nolan Francis, Sr. Maintenance Manager, CIA #3 DIHE Admin Office

We quote you the following prices Freight on Board/Free on Board,
A: _____on goods listed below,

If our tender is accepted in whole or in part, we will deliver within
B: _____days after receipt of your orders.

Are goods of Canadian origin? C: _____

NOTE: Spaces marked (A), (B), and (C) must be filled in, otherwise the tender is incomplete.

_____
Signature

**QUOTATION ONLY - THIS IS NOT AN ORDER**

**Tender may be submitted by completing Part # 1 of the tender package and may be considered by district as outlined. The Department will consider separated bids, with preference to one contractor for entire tender.**

## I confirm that all volumes noted are in: (check one)

| | |
|---|---|
| **U.S. Gallons** | |
| **Canadian Imperial Gallons** | |

## PART 1

**Both Items Number 1 and Number 2 must be completed to qualify.**

**Item Number 1**

| | Item No. | Quantity | Description | Unit Price | Extension |
|---|---|---|---|---|---|
| | | | | | |
| 1 | #2 Fuel Oil | | | | |
| | | | | | |
| 2 | Diesel Fuel | | | | |

**Item Number 2**

In the event that our rack price cost exceeds our tender cost to the Mohawk Council of Akwesasne for 20 consecutive days we will supply fuel service at the following:

1. **#2 Fuel Oil**

Will supply bulk fuel at _____¢ /L / or, US Gallon.(circle one L or USG) Above our confirmed bulk purchase price and will supply copy of our bulk purchase price and invoice on a monthly basis for comparison.

2. **Diesel Fuel**

Will supply bulk fuel at _____¢/ L./ or, US Gallon ( circle one L or USG) Above our confirmed bulk purchase price and will supply copy of our bulk purchase price and invoice on a monthly basis for comparison.

**3. Fuel Tank Inspection Program**.

Anticipated expense for Fuel Tank Inspection program based on current B139-15 Code for Oil Burning Equipment, and Canadian Council of Ministers of the Environment (CCME-PN-1326 Document available upon request): $_____.

**NOTE:** Buildings all require refueling every **two weeks** during the heating season between **November 30, 2026 to April of 2027.**

**Option Proposal**, (e.g., Bulk fuel purchase storage and distribution)

In the event the contractor requests optional proposal, a detailed submission must be included outlining every aspect of the proposal to include but no limited to verification, volumes, depletion of bulk purchase and terms for negotiating fee

structure thereafter. Note: Optional proposal are subject to Mohawk Council of Akwesasne Approval by resolution process.

**DESCRIPTION OF SUPPLIES AND/OR SERVICES**
**STANDING OFFER AGREEMENT**

| | **CONSIGNEE** | **TANK CAPACITY** | **SPEC./ Fuel Type** | **ESTIMATED USE** | **PRICE/ Liter Cdn funds $ Or US funds $ (circle one L-USG)** |
|---|---|---|---|---|---|
| | **Kawehno:ke District** | | | | |
| **CI-1** | Cornwall Isl. Block 97 Water Plant | 1X 250 | Diesel | 300 gl. | |
| **CI-2** | AMS School heat | 1 X 1500 | Type 2 Fuel Oil | 10,000 gl. | |
| **CI-3** | AMS School Gen. set. | 1 X 100 | Diesel | 300 gl. | |
| **CI-4** | D.P.W. Cornwall Island, Roads Garage Equipment Fuel | 1X 250 | Diesel | 3000 gl. | |
| **CI-5** | Adult Care Facility Gen set | 1X 350 | Diesel | 700 gl. | |
| **CI-6** | Group Home generator | 1X175 | Diesel | 150 gl. | |
| **CI-7** | CI West Water Plant Temporary | 2 X 250 | Diesel | 1000 gl. | |
| **CI-8** | Family Wellness Center generator | 1X250 | Diesel | 500 gl. | |
| **CI-9** | Kawehnoke Rec Gen Set | 1x200 | Diesel | 400 gl. | |
| **CI-10** | Kawehnoke Medical Clinic | 1x200 | Diesel | **400gl** | |
| | **Kanatakon District** | | | | |
| **K-1** | St. Regis Village School generator | 1X300 | Diesel | 600 gl. | |
| **K-2** | Angus Mitchell Memorial Bldg. | 1 X 250 | Type 2 Fuel oil | 4000 gl | |
| **K-3** | St Regis Village STP Gen Set | 2 X 250 | Diesel | 1000 gl. | |
| **K-4** | St Regis Village Roads Garage equip. | 1x 600 | Diesel | 600 gl. | |

| | | | | | |
|---|---|---|---|---|---|
| **K-5** | St Regis Village WTP | 2 X 500 | Diesel | 1000 gl. | |
| **K-6** | AMPS Police Gen Set | 1 X 250 | Diesel | 500 gl. | |
| **K-7** | St Regis Village Health Facility Gen Set | 1 X 175 | Diesel | 500 gl. | |

| | | | | | |
|---|---|---|---|---|---|
| | **Tsi Snaihne District** | | | | |
| **S-1** | Iakhihsohtha Gen Set | | | | |
| **S-2** | Substation/Homemakers Gen Set | 1x300 | Diesel | 600 gl. | |
| **S-3** | Snye Day School | 1 X 1000 | Type 2 Fuel oil | 8000 gl. | |
| **S-4** | Snye WTP | 1 x 250 | Diesel | 1000 gl | |
| **S-5** | Snye Headworks (Lagoon) | 1 x 250 | Diesel | 1000 gl | |

**Additional Item: Mohawk Council of Akwesasne Sponsored Programs**

Fuel supply Contractor must maintain and ensure the quoted price is applicable to any and all MCA programs requiring fuel oil supply as programs are identified, i.e., 2026/2027 Heating Assistance Program.

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Note: Additional facilities may be added to this listing as they are constructed. Notification in writing will be forwarded by the DIHE Sr. Maintenance Manager to the successful contractor in this event. **Installed Generator sets may only require re-fueling once per year and will be called in by the building maintenance staff on an as required basis.**

CONSIGNEE: Shipment shall be consigned freight on Board including all delivery charges to: The Consignee Specified Herein.

INSPECTION: Subject to inspection and acceptance by consignee at destination

INVOICE: To be made out to the MOHAWK COUNCIL OF AKWESASNE

bearing identification and Asset # of building serviced, and original signature of responsible employee. (Building Asset Number list will be provided.)

PAYMENT: Hand deliver or send original and one copy to: ACCOUNTS PAYABLE CLERK, P.O. Box 90, Akwesasne, Quebec H0M 1A0. Payable within thirty working days or as noted by MCA Finance policy.

PERIOD OF AGREEMENT: Delivery shall be made as and when required during the period ending April 30, 2026.

DELIVERY SERVICE: The supplier must be equipped with meters, which produce printed delivery slips.

QUANTITY: The quantity as stated herein is an estimate of the requirements made in good faith. The contract shall be/is limited to the actual supplies and services ordered and delivered.

HEALTH and SAFETY PLAN: The Contractor must submit a detailed written Procedures Checklist for a Health and Safety plan for their employees to ensure awareness and compliance to health and safety protocol and procedures while in the employ of the contractor for the associated and applicable Health and Safety program will apply. Copy of Written Procedures Checklist for a Health and Safety Program, overview checklist is attached.

INSURANCE: The contractor must submit copies of all applicable insurance forms registry and certificate prior to contract approval. Minimum Insurance required per occurrence is $2 Million Dollars in Liability and Environmental Liability Insurance. This includes but is not limited to Liability, Environmental, Vehicle, Workplace Safety Insurance Board (WSIB), QSST (Quebec Insurance Board) employee insurance. Insurance deemed to be mandatory upon notification from Insurance Advisory Boards and/or Mohawk Council of Akwesasne.

USE OF SUPPLIES PENDING FINAL APPROVAL: If it is determined following acceptance and during use that the supplies do not meet the specifications, the contractor agrees to rebate 25% of the supplies so used and to accept return of the balance at its own expense and refund any payments made therefore.

PRICES: Prices quoted herein remain throughout the tender period unless otherwise noted. Requests to make adjustments to fixed prices are to be negotiated and may initiate a re-tender.

**FUEL SUPPLY CONTRACT**
**GENERAL CONDITIONS**

This agreement made on the _____ Day of _____ , 2026

Between

The Mohawk Council of Akwesasne

AND

_____
Contractor stated as supplier

| | |
|---|---|
| Address | |
| Phone | |
| Email | |

For fuel delivery as stipulated in the fuel tender document attached for the 2026 heating season only and ending on April 30, 2026. Upon signing of the terms and conditions stated herein shall be applied:

1. The "supplier" or "fuel deliverer" is the contracted business for the purpose of fuel delivery to the designated buildings stated in the tender.

2. The "supplier" represents and warrants that fuel supplied will be of proper quality free from any defect in material and shall be in full conformity with all requests and requirements of the contract.

3. Notwithstanding prior acceptance of the fuel supplied and without restricting any other terms of the contract or any of it's conditions, the "supplier" shall replace or repair, at its option and own expense any heating unit or diesel generator set which becomes defective or which fails to perform as a result of faulty or improper fuel product supplied, notice of which will be provided to the supplier within a reasonable time by the Mohawk Council of Akwesasne in the event of the unit malfunction. A verbal notice shall be deemed adequate in the event of an emergency and will be followed up by written documentation.

4. A base warranty period shall commence during and after delivery of fuel supplied and will be in effect for a 48-hour period, after such time a general acceptance of materials will be standard.

5. Materials shall be new production of current manufacture conforming to the current specifications for home heating and diesel fuel supplies.

INSURANCE and INDEMNIFICATION

6. The "supplier" shall comply with all labor and health conditions applicable to the work being performed and will hold a valid insurance certification document covering protection of their employees, the fuel delivery vehicle and the asset of the Mohawk Council of Akwesasne being serviced at the time of service.

   The "supplier" shall provide a copy of a valid insurance certification document(s) for both Liability and Environmental Insurance with a $2 Million Dollars coverage per incident for each category.

   The "supplier" hereby agrees to indemnify and save harmless the Mohawk Council of Akwesasne from any and all actions, causes of actions, suits, debts, claims and demands of any nature or kind whatsoever which may arise out of the suppliers' operation and execution of this contract.

7. The "supplier" shall have in its possession the materials, tools and equipment needed to address any fuel spills or tanker failures directly related to the fuel filling process during the life of the contract, including a licensed oil burner mechanic available for service.

8. In the event of a spill during the fueling cycle the supplier will take immediate action to clean up the spilled product and will contact the Mohawk Council of Akwesasne Department of Environment, and the Mohawk Council of Akwesasne Environmental Health Officer (EHO) if fuel is spilled on the ground, into a water collection system, stream, tributary or river system.

9. Hours of delivery will be between 8:00 am to 4:30 pm on Monday, Tuesday and Wednesday only during regular work schedules. A Maintenance staff member of the facility must be present at time of delivery. In the event of fuel outage at a serviced facility, the Maintenance staff will notify the supplier for immediate delivery, and the supplier will make the arrangements for delivery within 2 hours of notification.

10. Payment schedules will be on a 30-day billing cycle unless other arrangements are made between the supplier and the Mohawk Council of Akwesasne Finance Office. All invoices must include a copy of the signed delivery ticket corresponding to the delivery and building. *All signed*

*delivery tickets will be delivered to the Department of Infrastructure & Housing Administration Office weekly.*

11. The Mohawk Council of Akwesasne is in no way responsible or liable for any damages to the supplier, the supplier's equipment, the supplies employees and work force in any way, while the supplier is in the process of this contract.

12. In the event of a fuel tank rupture or storage tank is suspected of leaking the supplier will take immediate action to address and minimize the event, Will advise the Mohawk Council of Akwesasne Department of the Environment or Department of Infrastructure & Housing, commence with pumping out the said system and will store removed product until repairs or alterations are completed, at no additional cost to the council.

13. The supplier must comply with the current Code Book B-139, -15 or newer, and the directives under the Canadian Council of Ministers of the Environment CCME-PN1326 for the larger tank installations. As terms of the contract the supplier must perform at their expense and submit a copy of a pre-inspection of the receiving vessel (s) to ensure compliance to the code(s), where a copy will be documented and on file at the site and one with the contractor. (Pre-Inspection Minimum requirement inspection form attached.)

14. For the purposes of any notice or correspondence pertinent to this Contract, it shall be delivered by, E-Mail, or by hand to the address following:

For MCA:

| |
|---|
| Leslie Papineau, DIHE Director<br>Mohawk Council of Akwesasne<br>Department of Infrastructure & Housing<br>101 Tewesateni Rd<br>Akwesasne, Ontario K6H-OG5<br>613-575-2250 ext. 1005<br>leslie.papineau@akwesasne.ca |

For the Contractor: Contractor information

| | |
|---|---|
| Name | |
| Address | |
| Phone | |
| Email | |

Termination of the Contract

15. In the event that one of the parties' defaults under any term of this Contract, the party not in default may notify the other in writing and the said party will have five (5) business days from the receipt of such written notice to remedy its default.

16. The party not in default will have the right to initiate a termination schedule of this Contract at the expiry of the (5) five days remedy period in clause 15. The termination schedule requires the parties to continue their obligation under this Contract for a further ninety (90) days, after which this Contract will be deemed terminated. In such event, the Contractor shall receive from MCA full payment for contracted supplied materials incurred up to the date of termination.

17. Council reserves the right, with due written notice to the Contractor, to renegotiate this Contract in the event that fee structure has changed substantially for the product being delivered.

Dispute Resolution

18. The parties will endeavor to resolve any differences between them on any matter in this agreement by negotiation between them or by their party's appointed representatives, neither party will initiate any alternate dispute resolution process until negotiations have been exhausted.

19. The parties or their appointed representatives may choose to mutually select and appoint a mediator which will be equally cost shared if there is an identified and agreed upon fee for service. Any and all admissions, communications and / or submissions are not admissible in any subsequent legal proceeding, unless expressly agreed upon by both parties.

Signatures to this agreement acknowledge the contents and agree to the terms out lined within this document, 2026 Fuel Tender agreement between the Mohawk Council of Akwesasne, and _____ (Fuel Contractor), as represented herein.

**Dated in Akwesasne, this _____day of _____, 2026.**

**SIGNED SEALED AND DELIVERED**
**IN THE PRESENCE OF:**

_____
**Witness**

_____
**Fuel Tender Contractor**

_____
**Date**

_____
**Witness**

**having authority to bind Mohawk Council of Akwesasne, Executive Director**

_____
**Mohawk Council of Akwesasne,**
**Department of Infrastructure Housing & Environment**

_____

_____
**Date**