

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 0A1 / Noyau 0A1

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Fuel & Construction Products Division

11 Laurier St./11, rue Laurier

7A2, Place du Portage, Phase III

Gatineau, Québec K1A 0S5

Title - Sujet AVIATION FUEL (JET A-1 with FSII)		
Solicitation No. - N° de l'invitation 5P414-130001/A		Date 2012-04-02
Client Reference No. - N° de référence du client 5P414-130001		GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-603-60218
File No. - N° de dossier hl603.5P414-130001	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-14		Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Kamanayo, Gatsimbanyi		Buyer Id - Id de l'acheteur hl603
Telephone No. - N° de téléphone (819)956-0524 ()		FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PARKS CANADA P.O.BOX 750 ATTN: JEAN MORIN/STUART MACMILLAN FORT SMITH Northwest Territories X0E0P0 Canada		
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.		

Instructions: See Herein

Instructions: Voir aux présentes

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Aviation fuel (Grade Jet A-1 with FSII) To supply 200 Drums of aviation fuel (Grade JET A-1 with FSII) at Wood Buffalo Park for 2 years from the date of issuance of the Standing Offer.	5P414	5P414	41000	L	\$	\$	See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request For Standing Offer
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES, AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Procedures
7. Call-up Instrument
8. Limitation of Call-ups
9. Priority of Documents
10. Certifications
11. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance
7. SACC Manual Clauses
8. Shipping Instructions - DDP

Solicitation No. - N° de l'invitation

5P414-130001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl603

Client Ref. No. - N° de réf. du client

5P414-130001

File No. - N° du dossier

hl6035P414-130001

CCC No./N° CCC - FMS No/ N° VME

List of Annexes:

Annex "A"	Requirement
Annex "B"	Basis of Payment
Annex "C"	Consumption Report

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided; and
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement (Annex "A"), the Basis of Payment (Annex "B"), and the Consumption Report (Annex "C").

2. Summary

2.1 Requirement

To supply to Parks Canada Aviation Turbine Fuel (Grade Jet A-1 with Fuel System Icing Inhibitor) as detailed at Annex "A" in accordance with the terms and conditions of the Standing Offer, as and when requested by the Requisitioning Authority from the period of issuance of the Standing Offer to April 30, 2014. The delivery has to be made at Wood Buffalo Park , North West Territory at the specific locations identified in Annex A.

2.2 Trade agreements

The requirement is subject to the provisions the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: seventy-five (75) days

1.1 Canadian General Standards Board - Standards

A copy of the CGSB standard(s) referred herein may be purchased 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: 819-956-5644

E-mail: ncr.cgsb-ongc@tpsgc-pwgsc.gc.ca

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

3. Enquiries - Request For Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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

Solicitation No. - N° de l'invitation

5P414-130001/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hl6035P414-130001

Buyer ID - Id de l'acheteur

hl603

Client Ref. No. - N° de réf. du client

5P414-130001

CCC No./N° CCC - FMS No/ N° VME

questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in **Ontario**.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) 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.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the annexes A, Requirement, and B, Basis of Payment.

The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

a. Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

b. Unit Price

The firm unit price quoted must be in Canadian dollars per litre of fuel and must not exceed four decimal places as detailed in Appendix "B", Basis of Payment.

c. Unit Price Adjustments

Firm unit price shown at Appendix "A" shall be subject to weekly upward or downward adjustments as detailed at Annex "B", Basis of Payment.

I Reference Marker

The unit price shown at Appendix "A" for requirements in the province of Alberta, and the Northwest Territories is subject to adjustment using the Reference Marker "USGC".

II Price Change Effective Day:

After the initial price change, which comes into effect on May 11, 2012, all subsequent price changes will come into effect at 12:01 AM on the day selected by the Offeror below.

The Offeror is requested to select the day of the week that their weekly price change comes into effect:

USGC, Monday to Friday Average effective following:	12:01AM Mon.	12:01AM Tues.	12:01AM Wed.	12:01AM Thurs.	12:01AM Fri.
	_____	_____	_____	_____	_____

In the event that the Offeror fails to select a day in the appropriate space provided above, it will be mandatory for this Offeror to provide the information upon request by the Standing Offer Authority prior to issuance of a Standing Offer

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

d. Financial Capability**SPECIFIC CLAUSE INCORPORATED BY REFERENCE**

SACC ID	Title	Date
M9033T	Financial Capability	2011-05-16

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 . EVALUATION PROCEDURES, AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Technical Evaluation

All offers must be completed in full and provide all of the information requested in the Request for Standing Offer to enable full and complete evaluation.

1.1.1 Mandatory Technical Criteria

The following MANDATORY factors will be taken into consideration in the evaluation of each offer:

- (a) Technical compliance (in accordance with Annex "A");
- (b) Compliance with the delivery requirements;
- (c) Acceptance of terms and conditions as mentioned in the Request for Standing Offers;

Offers not meeting these mandatory technical criteria will be declared non-responsive.

1.2 Financial Evaluation

1.2.1 The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax, Provincial Fuel Tax and Excise tax excluded, Canadian customs duties included, Incoterms 2000 "DDP Delivered Duty Paid".

1.2.2 The **Mandatory** Financial criteria for evaluation of each offer are:

- (a) Compliance with the Basis of Payment as per Annex "B";
- (b) Compliance with the Financial capability as specified in Part 3.

Offers not meeting this mandatory criteria will be declared non-responsive.

1.2.3 The **evaluated price** will include three (3) components:

- unit price of fuel per litre (\$/litre) as indicated in Annex A;
- average cartage fee for fuel delivery (\$/litre) will be calculated as detailed in Annex A ;
- deposit unit charge calculated as detailed in Annex A;

The cartage fee for fuel delivery (\$/km) to the locations other than Fort-Smith, Pine Lake Fire Camp, Mile 99 and Garden River will not be considered in the evaluated price.

Any offeror that does not submit all the components for calculation of evaluated price will be declared non-responsive.

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. Failure to comply with the mandatory criteria will render an offer non-responsive.

2.2 The responsive offers with two (2) lowest **evaluated prices** will be recommended for issuance of a Standing Offer.

Solicitation No. - N° de l'invitation

5P414-130001/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl603

Client Ref. No. - N° de réf. du client

5P414-130001

File No. - N° du dossier

hl6035P414-130001

CCC No./N° CCC - FMS No/ N° VME

2.3 In the event of identical evaluated prices offered, the rank assigned to each offer will be identical.

More than one Standing Offer may be issued as a result of this solicitation . The ranking methodology will be based on the evaluated price defined in section **1.2.3** above.

PART 5 - CERTIFICATIONS

1. Certifications

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

a.() is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

b.() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

c.() is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

d.() has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____ .

Further information on the FCP is available on the HRSDC Web site.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfil the requirement in accordance with the Requirement(s) at Annex "A" .

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services apply to and form part of this Standing Offer

2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services, subsection 06 Withdrawal is amended as follows:

Delete: thirty (30) days

Insert: sixty (60) days

2.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

Quarterly periods are defined as follows:

1st and 5th quarter: May 1 to July 31;

2nd and 6th quarter: August 1 to October 30;

3rd and 7th quarter: November 1 to January 31;

4th and 8th quarter: February 1 to April 30.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from the date of issuance of the Standing Offer up to and including April 30, 2014.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority for the Standing Offer is:

Name: Gatsimbanyi Kamanayo

Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Directorate: Logistics, Electrical, Fuel and Transportation Directorate

Address: 7A2 # 34 Portage III
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: 819-956-0524

Facsimile: 819-956-5227

E-mail address: gatsimbanyi.kamanayo@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Requisitioning Authority.

4.2 Project Authority

The Project Authority for the Standing Offer 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 will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Parks Canada.

6. Call-up Procedures

The call-ups will be issued on a rotating basis. If the Standing Offer holder cannot deliver within the requested time, the identified user will raise a call-up against the alternate Standing Offer.

7. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$60,000.00**. (Goods and Services Tax or Harmonized Sales Tax included).

9. Priority of Documents

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

- A. the call-up against the Standing Offer, (including any annexes);
- B. the articles of Standing Offer;
- C. the general conditions 2005 (2012-03-02), General Conditions - Standing Offers - Goods or Services;
- D. the general conditions 2010A (2012-03-02), General Conditions - Goods (Medium Complexity);
- E. Annex "A" - Requirement
- F. Annex "B" - Basis of Payment;
- G. The Offerors' offer, _____.

10. Certifications

10.1 Compliance

Compliance with the Certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed by the laws in force in _____. *(The Standing Offer Authority will fill in the province or territory as specified by the Offeror in its offer).*

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

1.1 Product Standard

The product delivered by the Supplier 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".

1.2 Delivery Verification/Call-Up Instrument

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

1.3 Drums

It is mandatory that drums be new. Drummed requirements are identified in Annex "A".

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 shall be over sealed with "Tri-sure" or "Rieke" seals

1.4 Inspection And Supplementary Conditions of Supply

The supplies described herein carried out on behalf of Parks Canada, will be subject to inspection and acceptance by the consignee at destination.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2012-03-02) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts of 2010A (2012-03-02) will not apply to payments made by credit cards at point of sale. *(If no credit card is accepted, this paragraph will be deleted)*

2.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC Reference	Section	Date
B1505C	Shipment of Hazardous Materials	2006-06-16
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
D3010C	Dangerous Goods/Hazardous Products	2007-11-30

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

4. Payment

4.1 Basis of Payment

Refer to Annex "B" for details on Basis of Payment.

4.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC Reference	Section	Date
H1001C	Multiple Payments	2008-05-12

4.3 Payment by Credit Card (*If no credit card is accepted, this clause will be deleted*)

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

All invoices shall contain but not be limited to the following information:

- a) Standing Offer Serial Number;
- b) Name of Requisitioning Authority and, if applicable, call-up document number;
- 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 Contractor 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 (if applicable).
- g) The address where payment is to be sent.

6. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7. Shipping Instructions - DDP

Goods must be consigned and delivered to the destination specified in the Call-up: Incoterms 2000 DDP "Delivered Duty Paid".



AVIATION FUEL FOR WOOD BUFFALO

Page 1 of/de 2

ANNEX A - REQUIREMENT

5P414-130001

REQUIREMENT

The requirement of the Regional Individual Standing Offer(s) which may result from this solicitation is to supply, deliver F.O.B. destination, and unload at destination Jet A-1 Fuel as detailed below, on an 'as and when called up' basis by the Requisitioning Authority from the date of issuance of the Standing Offers to April 30, 2014.

Item details:

To supply 200 drums (205 litres each or 41,000 litres of estimated quantity) of Aviation Turbine Fuel (grade Jet A-1 with Fuel System Icing Inhibitor - FSII) in accordance with CAN/CGSB-3.23-2009 (latest edition).

The supplier will be required to deliver and unload drummed product to the truck-accessible locations listed below situated in Wood Buffalo National Park. The minimum delivery quantity per location will be 20 drums (4,100 litres). Cartage fee for fuel delivery, deposit fee and disposal charges per drum are to be quoted separately.

Unit Price components:

1) Price of fuel

The unit price of Jet A-1 with FSII (including drumming charges): _____ (\$/litre)

2) Cartage fee for fuel delivery at:

Fort Smith, NWT:

- Cartage fee for fuel delivery: _____ (\$/drum)

Pine Lake Fire Camp:

- Cartage fee for fuel delivery: _____ (\$/drum)

Mile 99:

- Cartage fee for fuel delivery: _____ (\$/drum)

Garden River:

- Cartage fee for fuel delivery: _____ (\$/drum)

For evaluation purposes, an average cartage fee will be the sum of cartage fee for fuel delivery to these locations (Fort Smith, Pine Lake Fire Camp, Mile 99, Garden River) divided by 4. The average cartage fee per litre will be the average cartage fee per drum divided by 205.

For all other locations in Wood Buffalo National Park where product may be required, the quoted cartage fee will be *per kilometer* (calculated as the distance from the shipping point to the delivery destination). The minimum delivery quantity will be 10 drums (2,050 litres) per location.

Cartage fee for fuel delivery: _____ (\$/km)

This cartage fee will not be considered in the bid evaluation.

3) Deposit fee for Drums

It is mandatory for drums supplied to be new and to be returnable.



AVIATION FUEL FOR WOOD BUFFALO

Page 2 of/de 2

ANNEX A - REQUIREMENT

5P414-130001

Deposit on returnable drums will be charged extra at _____ each.

For evaluation purposes, the deposit fee per litre will be the deposit fee per drum divided by 205.

Credit in full will be allowed for each drum picked up, *or* returned in good condition, freight prepaid to:

Name: _____
Address: _____
City: _____
Province: _____
Postal Code: _____

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 shall be over sealed with "Tri-sure" or "Rieke" seals.

Special Requirements

Immediate delivery is required during fire season (May 15 to August 15). Therefore, a distribution centre must be located within 10 km of Fort Smith, NWT.

Annex B - BASIS OF PAYMENTFile No. - N° de
5P414-130001**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in annexes "A" and "B". Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

Firm unit price for fuel as shown at Annex "A" is subject to weekly adjustment using Reference Marker "USGC" as detailed at the clause entitled "Basis for Unit Price Adjustments".

For invoicing purposes the firm unit price per litre effective on the date of delivery will apply.

The unit prices shown at Annex "A" *exclude* all taxes or levies that may be or are imposed on the sale of the work pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Offeror is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, as a result of the sale of the work to Canada, except as otherwise provided in the Standing Offer, Canada will pay to the Offeror an amount equal to such tax or levy where applicable and substantiated by invoice.

REVISION OF REFERENCE MARKER

In the event:

- 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 Standing Offer will be modified to reflect such substitute on a mutually agreed upon date.

BASIS FOR UNIT PRICE ADJUSTMENTS

The Reference Marker is **USGC**, Platt's Oilgram average weekly assessment for the United States Gulf Coast, Pipeline, Jet 54. The average weekly assessments will be based on the Monday to Friday week average of the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

The firm unit prices per litre shown at Annex "A" will be subject to upward or downward adjustments using weekly price changes, detailed below.

After the initial price adjustment, which comes into effect on May 11, 2012, all subsequent price adjustments will come into effect at 12:01 AM on _____ of each week. (*Standing Offer Authority will indicate the day of the week as selected by the offeror in Part 3, section II.c, Unit Price Adjustment*)

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

- a) Initial adjustment: the unit price adjustment effective for the week ending on May 11, 2012 will be equal to the applicable Reference Marker price for the week ending on May 4, 2012 minus the applicable Reference Marker price for the week ending on March 23, 2012 ("A" week value);

Annex B - BASIS OF PAYMENT

File No. - N° de
5P414-130001

b) Subsequent Weekly adjustments: the unit price effective on the day of every subsequent week after the week ending May 4, 2012, will be equal to:

the Reference Marker price for the previous week
minus Reference Marker of the week ending on March 23, 2012 ("A" week value);
plus the Offer price.

For "USGC" Reference Marker, the average weekly price will be:

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

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

Example calculation purposes using the "USGC" Marker:
(This is for example only and does not commit the Crown to anything).
(All prices indicated are for example purposes only)

Related "USGC" marker price for week ending January 6, 2012 = \$3.1145
Bank of Canada official exchange rate for week ending January 6, 2012 = \$ 1.0164 per U.S.dollar
Reference Marker of the week ending on January 4, 2011 ("A" week value): \$0.6581
Offered Price is: Cdn \$1.0254 per litre.

Litres in a US gallon = 3.785412

- a= Reference Marker price for the previous week
= (\$3.1145 X 1.0164)/3.785412 = 0.83626 \$ rounded to Cdn.\$ 0.8363 per litre
- b= Reference Marker of the week ending on January 4, 2011 ("A" week value): \$0.6581
- c= a minus b= \$0.8363-\$0.6581=Cdn \$0.1782
- d=c+Offered Price = \$0.1782+\$1.0254=\$1.2036 per litre (price for the week ending January 13, 2012)

UNIT PRICE ADJUSTMENT SCHEDULE

The firm unit prices per litre will only be adjusted on the relevant *Firm Unit Price per Litre Adjustment Effective Date* and must remain in effect until the next scheduled *Firm Unit Price per Litre Adjustment Effective Date*.

UNIT PRICE ADJUSTMENT SCHEDULE			
Firm Unit Price per Litre Adjustment	"A" Week ending on	"B" Week ending on	Firm Unit Price per Litre Adjustment Effective Date
1	*March 23, 2012	May 4, 2012	May 11, 2012
2	May 11, 2012	May 18, 2012	As indicated at "Method of Calculating Unit Price Adjustments"
	May 18, 2012	Sequential weekly periods, up to and including April 26, 2014	Sequential weekly periods, as indicated at "Method of Calculating Firm Unit Price per Litre adjustments", up to and including April 30, 2014**

*The per-litre "A" date value for week ending **March 23, 2012** for each Reference Marker is:

Annex B - BASIS OF PAYMENT

File No. - N° de 5P414-130001

*The per-litre "A" date value for week ending **March 23, 2012** for each Reference Marker is:

USGC : \$0.8538

**The firm unit prices per litre effective the week of 28-30 April, 2014 will remain in effect until the end of the supply period (April 30, 2014).

DRUMS

Drummed requirements are identified in Annex "A".

Returnable Drums will be charged extra at _____ each. Credit in full will be allowed for each drum returned in good condition, freight prepaid from client's premises to: _____.

