

**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

|   |  |
|---|--|
| <b>Title - Sujet</b><br>NMSO FOR PROCUREMENT OF BULK AVIATI   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>E60HL-130052/B  | <b>Date</b><br>2013-03-28  |
| <b>Client Reference No. - N° de référence du client</b><br>E60HL-130052   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$\$HL-604-62514 |
| <b>File No. - N° de dossier</b><br>hl604.E60HL-130052   | <b>CCC No./N° CCC - FMS No./N° VME</b>                           |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2013-04-22</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT  |  |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Burke, Robert  | <b>Buyer Id - Id de l'acheteur</b><br>hl604                      |
| <b>Telephone No. - N° de téléphone</b><br>(819)956-3852 ( )   | <b>FAX No. - N° de FAX</b><br>( ) -                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes                           |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité. |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

|  |  |
|--|--|
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>   |  |
| <br><br><br><br><br><br><br><br><br><br>   |  |
| <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><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |  |
| <b>Signature</b>   | <b>Date</b>                              |

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus appendices, 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, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7: 7A, Standing Offer, and 7B, Resulting Contract Clauses;
  - 7A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and Conditions;
  - 7B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Appendices include: Appendix "A", Main Requirements; Appendix "B", Consumption Report; Appendix "C", Basis of Payment, Appendix "D", DND Inspection and Supplementary Conditions of Supply and Appendix "E" Environmental Attributes.

### 2. Summary

#### 2.1 Requirements

This RFSO is for establishing a secondary supplier for an existing National Master Standing Offer (E60HL-130052/07) for the supply of bulk aviation fuels to Canadian Forces Base Trenton as detailed at Appendix "A" attached hereto; when required by the Identified User, during the period of April 01, 2013 up to and including March 31, 2015.

The secondary supplier will provide fuel on an occasional basis in the event the Primary Supplier is unable to deliver the fuel.

Since the current Standing Offer Holder is already the Primary supplier of the existing NMSO (E60HL-130052/07), it will be excluded from making an offer under this RFSO by virtue of its status.

#### 2.2 Code of Conduct and Certifications

Pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each

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individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

### **2.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA) , and of the Agreement on Internal Trade (AIT).

### **2.4 Delivery Requirements**

Any resulting Standing Offer(s) is for delivery requirements to locations within Canada including locations within the Comprehensive Land Claims Settlement Areas (CLCSAs).

## **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 provided in writing, by telephone or in person.

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## 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 Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 (2013-01-28) 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: one hundred and twenty (120) days

### 2. Canadian General Standards Board - Standards

A copy of the CGSB standards referred to 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](mailto:ncr.cgsb-ongc@tpsgc-pwgsc.gc.ca)

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

### 3. Submission of Offers

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

### 4. Improvement of Requirement During Solicitation Period

Should Offerors consider that the specifications or Requirement contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least twenty (20) days before the RFSO closing date. Canada will have the right to accept or reject any or all suggestions.

### 5. 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

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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 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.

## **6. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, 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.

## **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.

Please note that since June 12, 2010, suppliers are also prohibited from filling tanks that do not have a visible Environment Canada identification number for suppliers to record.

It is recommended that suppliers contact the applicable clients prior to the first delivery in order to confirm that the client department has identified the tank system to Environment Canada and that the identification number is posted where it can be seen.

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).

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## 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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 and Additional Information

#### 1. 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.

##### A. Consolidated Requirement and Zones

The requirements shown at Appendix "A" have been arranged by product type and delivery method within zones (geographical areas). Where there is more than one individual requirement for a particular product type with the same delivery method within a zone, the quantity of each individual requirement has been consolidated into one requirement. In such instances, the Offeror must quote a price per litre applicable to the entire consolidated requirement.

An offer contingent on supplying only a portion of a consolidated requirement will result in the offer being declared non-responsive. Any other conditional offers will be declared non-responsive.

##### B. Alternate Products

If no offer is received for the requested grade Aviation Turbine Fuel (Military Grade F-34)

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(CGSB-3.24-2012 latest issue) stated in Appendix "A" then Canada, at its sole discretion, may consider offers for the following alternate products:

1. Aviation Turbine Fuel (grade Jet A-1) Standard CAN/CGSB-3.23-2012 (latest issue), containing Fuel System Icing Inhibitor (FSII) and Corrosion Inhibitor (CI).
2. Aviation Turbine Fuel (grade Jet A-1) Standard CAN/CGSB-3.23-2012 (latest issue), containing Fuel System Icing Inhibitor (FSII).

Alternate product 2 will only be considered if no offer is received for the alternate product 1.

The Offeror will insert the alternate product to be supplied and the per unit price in Appendix A, wherever applicable.

## 2. Additional Information

### Technical Proposal (TP) - Specific to DND requirements

Offerors should provide the TP with their offer or promptly thereafter. If the TP has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide it. Failure to provide a TP within the required time frame will render the offer non-responsive. Offerors must submit a TP before issuance of a standing offer. The Technical Proposal is for information purposes only and will not form part of the evaluation.

The TP must explain the process (may use process maps, flow charts, schematic diagrams, etc.) that will be followed by the Offeror and its representatives, following issuance of the Standing Offer, to carry out production, delivery, and ensure quality control of product. The TP must cover, at a minimum, the following:

- (1) Identify the source(s) of supply (refinery, terminal, manufacturer) of the product (fuel component(s), additive(s)).
- (2) If subsequent commingling or blending is required, identify the location and the products to be commingled or blended.
- (3) Identify the physical location where the fuel is certified and/or re-certified.
- (4) Identify the transfer and distribution point(s), and intermediary storage.
- (5) Identify the transportation type(s), mode(s) and transporter(s) to the storage and distribution point(s), and DND facilities.
- (6) Identify the standard utilized to prepare transport vessels and equipment.
- (7) Explain the control of quality and traceability maintenance and identify the test procedures, records retention and distribution.
- (8) Explain the testing process and identify the inspection and verification points, frequency, tests to be carried out, and laboratory involved.
- (9) In order to support high consumption periods, such as disaster relief, air shows, military

Exercises etc., the Offeror must provide a delivery plan that will demonstrate its capability to substantially increase fuel deliveries to CFB Trenton, and within 48 hrs:

| <u>DND Base</u>           | <u>Average weekly fuel requirement</u> |
|---------------------------|--|
| CFB Trenton (ON151 58/TW) | 750,000 litres                         |

(The frequency of deliveries and volumes is difficult to predetermine however, previous high consumption periods have resulted in fuel orders that have doubled or even tripled average weekly fuel requirements. Also, a high consumption period could last anywhere from a few days to several weeks)

The Technical Proposal will be reviewed by DND's Quality Engineering Test Establishment (QETE) to assess the Offeror's technical compliance.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Appendices "A" and "C". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Offerors are requested to submit an individual price for each consolidated requirement (product type with the same delivery method, within a zone (geographical area)) they wish to compete for. Offers are to be based on the corresponding "A" week value of Appendix C.

### **A. Unit price**

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

The firm unit prices per litre offered must correspond to the unit of measure indicated by the Department of Public Works and Government Services under the "Estimated Quantity" column shown at Appendix "A".

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

### **B. 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.

### **C. Unit Price Adjustments**

Firm unit prices per litre shown at Appendix "A" will be subject to weekly upward or downward adjustments as detailed at Appendix "C", Basis of Payment.

#### **I. Reference Marker**

a) The unit prices shown at Appendix "A", for requirements in the provinces of Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador are subject to adjustment using the Reference Marker for "NYH".

#### **II. Adjusted Price Effective Day:**

After the initial price change, which comes into effect on April 25, 2013, all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

The Offeror must select the day of the week on which their weekly price change comes into effect:

|  | 12:01AM<br>Sat. | 12:01AM<br>Sun. | 12:01AM<br>Mon. | 12:01AM<br>Tues. | 12:01AM<br>Wed. | 12:01AM<br>Thu. |
|--|-----------------|-----------------|-----------------|------------------|-----------------|-----------------|
| NYH Monday to<br>Friday Average<br>effective | -----           | -----           | -----           | -----            | -----           | -----           |

In the event that the Offeror fails to select a day in the appropriate space provided above, the Offeror will be requested to provide the information to the Standing Offer Authority within 5 days of the request. Otherwise, the day of the week selected will be Saturday.

#### D. 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.

### Section III: Certifications

#### A. Certifications

Offerors must submit the certifications required under Part 5.

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## 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

The offeror must provide all of the technical information requested in the Request for Standing Offer to enable full and complete evaluation.

##### 1.1.1 Mandatory Technical Criteria

1.1.1.1. Technical compliance (in accordance with "Appendices "A" and "D")

1.1.1.2. Submission of the Technical Proposal

#### 1.2 Financial Evaluation

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

1.2.2 The Offeror's financial offer must be in Compliance with the Basis of Payment as per Appendix "C".

##### 1.2.3 Price Evaluation method

The evaluated price will be determined by the unit price per litre offered for each consolidated Requirement.

### 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per consolidated requirement will be recommended for issuance of a Standing Offer.

The Primary supplier (NMSO E60HL-130052/07) will not be considered for the issuance of a Standing Offer resulting from this RFSO.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Mandatory Certifications Required Precedent to Issuance of the Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

### 2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

#### 2.1 Federal Contractors Program For Employment Equity Certification - \$200,000 Or More

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 the 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.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. 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 the 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), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_  
(e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.  
(<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>)

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## **PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Financial Capability**

SACC Manual clause M9033T (2011-05-16) Financial Capability

### **2. Insurance Requirements**

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

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to fulfil the requirement in accordance with the Requirements at Appendix "A" .

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

##### 1.1 Consolidation of Standing Offers for Administrative Purposes

In order to simplify the administration of Standing Offers, the Standing Offer Authority may, from time to time, consolidate multiple Standing Offers issued to the Offeror into one Standing Offer.

#### 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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services apply to and form part of this Standing Offer.

The text under section 6 - Withdrawal - of 2005 referenced above is amended as follows:

Delete: thirty (30) days

Insert: sixty (60) days

##### 2.2 Standing Offers 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 Appendix "B". 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 the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st and 5th quarter: April 1 to June 30;

2nd and 6th quarter: July 1 to September 30;

3rd and 7th quarter: October 1 to December 31;

4th and 8th quarter: January 1 to March 31.

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

**2.3** The Offeror's facilities and processes must comply with the requirements of DND specification D-82-002-007/SG-001 (2011-11-17).

**3. Term of Standing Offer**

**3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 1, 2013 to March 31, 2015 inclusive.

**4. Authorities**

**4.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: **Robert Burke**  
 Title: Supply Team Leader  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: Logistics, Electrical, Fuel and Transportation Directorate  
 Address: 7A2 Portage III  
 11 Laurier Street  
 Gatineau, Quebec K1A 0S5

Telephone: 819-956-3852  
 Facsimile: 819-956-5227  
 E-mail address: robert.burke@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, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified user.

**4.2 Offeror's Representative**

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 5. Identified Users

The Identified Users (also identified as call-up authority) authorized to make call-ups against the Standing Offer are those departments specified at Appendices "A" and "F".

This NMSO will be open for use by any government department, agency or Crown corporation listed in Schedules I, I.I, II, III, of the *Financial Administration Act*, R.S.C., 1985, c. F-11 upon request to the Standing Offer Authority.

## 6. Call-up Procedures

This call-up procedure applies only to the delivery of F-34 aviation fuel delivered to Canadian Forces base Trenton.

Call-ups must first be raised against the Standing Offer of the Primary Supplier (NMSO E60HL-130052/07). If the Primary Supplier cannot deliver fuel, the Identified User will then make a call-up against the standing offer of the back-up supplier (NMSO \_\_\_\_\_).

When the offerors are unable to fulfill a requirement, the identified user is required to document its file appropriately.

## 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 an electronic version of the document.

## 8. Limitation of Call-ups

Individual Call-ups against the Standing Offer must not exceed \$5,000,000.00. (Goods and Services Tax or Harmonized Sales Tax included). Individual Call-ups against the Standing Offer in excess of \$5,000,000 to a maximum of \$10,000,000 will require formal approval by the Standing Offer Authority.

## 9. 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 call-up against the Standing Offer, including any annexes;
- b. The articles of the Standing Offer;
- c. The general conditions 2005 (2012-11-19) - "Standing Offers - Goods or Services";
- d. The general conditions 2010A (2012-11-19) - "General Conditions - Goods (Medium Complexity)";
- e. Appendices "A" - Requirement
- f. Appendix "C" - Basis of Payment;
- g. Appendix "D" - DND Inspection and Supplementary Conditions of Supply;
- h. Appendix "B" - Consumption Report; and
- i. The Offerors' offer, dated \_\_\_\_\_ (*insert date of offer*)

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term 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, provide the related documentation or if it is determined that any certification made by the Offeror in its

Solicitation No. - N° de l'invitation

E60HL-130052/B

Amd. No. - N° de la modif.

File No. - N° du dossier

hl604E60HL-130052

Buyer ID - Id de l'acheteur

hl604

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

E60HL-130052

CCC No./N° CCC - FMS No/ N° VME

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offer is untrue, whether made knowingly or unknowingly, Canada 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, and the relations between the parties determined, by the laws in force in\_\_\_\_\_. (*The Standing Offer Authority will fill in the name of the province or territory as specified by the Offeror in its offer, if applicable*)

---

## 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 Offeror 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 Appendix "A".

#### 1.2 Delivery Verification/Call-Up Instrument

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

##### 1.2.1 Volume Corrected To 15°C

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

#### 1.3 Inspection and Supplementary Conditions of Supply

The goods provided must be subject to inspection and acceptance by the Identified User representative at destination, unless otherwise indicated in the *Call-Up* Instrument.

The "Inspection and the Supplementary Conditions of Supply", Appendix "D", applies to *the Department of National Defence* requirements, as stated therein.

**Note:** Whenever a Requirement Number is referenced in the "Inspection and the Supplementary Conditions of Supply" the corresponding Zone Number has been included.

#### 1.4 Certificate of Analysis (CoA)

A copy of the certificate of analysis must be provided to the Identified User Representative at the delivery point.

#### For DND requirements

A copy of the same document must be forwarded in PDF format to AvPOLCBA@forces.gc.ca or by fax to QETE at 819-997-4096. When additives are included in the fuel, the Contractor must record on the CoA the amount (volume and/or the concentration) and name (generic) of the additive added to the fuel.

## 2. Standard Clauses and Conditions

### 2.1 General Conditions

2010A (2012-11-19) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 15 & 16, Payment Period & Interest on Overdue Accounts, of 2010A (2012-11-19) General Conditions - Goods Medium Complexity) 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 |
| D3010C         | Dangerous Goods/Hazardous Products (for DND only) | 2012-07-16 |
| D3015C         | Dangerous Goods/Hazardous Products                | 2007-11-30 |
| A9006C         | Defence Contract (DND Requirements Only)          | 2012-07-16 |

## 3. Term of Contract

### 3.1 Delivery Time

Delivery must be made within 48 hours from receipt of a call-up against the Standing Offer unless otherwise agreed upon by the Offeror and the Identified User.

## 4. Payment

### 4.1 Basis of Payment

Refer to Appendix C 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** *(The Standing Offer Authority will indicate the credit card{s} {Visa, Master Card} as specified by the Offeror under Part 3 of the RFSO. 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 \_\_\_\_\_.

### 4.4. Payment in Advance of Due Date

Payment may be made in advance of the due date where the offerors' invoice offers a discount for early payment and the discount at least offsets the cost to Canada of paying early.

## 5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

In addition, all invoices must contain 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;
  - h) Storage tank system Identification number.

2. Invoices must be distributed as follows:

- a) The original and two (2) copies of each invoice are to be made out to the Identified user and forwarded to the invoicing address as set out at Appendix "A" .
- b) Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the consignee. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip. Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

If an automated system does not permit attachment of the delivery slips to the invoices without special handling, delivery slips may be obtained upon request.

6. **Insurance Requirements**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under any resulting 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 any resulting 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". The delivery will include unloading.

## Appendix 'A' To Request For Standing Offer/Demande d'offre à commandes - Annexe 'A'

|  |
|--|
| <b>File Number/<br/>N° du dossier:</b> E60HL-3-0052-18-B |
|--|

| Product   | Produit   | Delivery Method/<br>Mode de livraison   | Delivery Address/<br>Adresse de livraison                            | End Use/<br>Utilisation | Storage<br>Capacity/<br>Capacité du<br>réservoir | Estimated<br>Quantity/<br>Qté prévue |
|---|---|---|--|-------------------------|--|--------------------------------------|
| Zone: ON151<br>Aviation turbine fuel<br>(military grade F-34)<br>CGSB-3.24-2012   | Carbureacteur d'aviation<br>(grade militaires F-34)<br>CGSB-3.24-2012 | Tank Wagon (TW)/<br>Camion Citerne (CC) | Department of National Defence<br>CFB Trenton (astra)<br>Trenton, ON | Aviation/<br>Aviation   | 3 X 959,927                                      | 1,000,000 L                          |
| <p><b>Instructions:</b> IMPORTANT NOTE: This Standing offer is only to be utilized if the Primary Supplier confirms that it cannot deliver.</p> <p>See Appendix "D", DND Inspection and Supplementary Conditions of Supply</p> <p>To be delivered within forty-eight (48) hours from time of call-up. Delivery to occur between 07:30 and 15:30 Monday to Friday./</p> <p>AVIS IMPORTANT: Cette offre à commandes peut être utilisé seulement quand le Fournisseur Principal confirme qu'il ne peut pas livrer.</p> <p>Voir annexe D, l'inspection et les conditions supplémentaires d'approvisionnement du MDN</p> <p>A livrer dans les quarante-huit (48) heures suivant l'heure de la commande. Les livraisons doivent se faire entre 07:30 et 15:30 du lundi au vendredi.</p> |   |   |  |                         |  |                                      |

| Total Quantity/<br>Quantité totale | Unit Price/<br>Prix unitaire |
|------------------------------------|------------------------------|
| 1,000,000 L                        | \$ _____                     |

ZONE ON151      REQUIREMENT NUMBER: 66 / TW      N° DE BESOIN

**APPENDIX B / ANNEXE B**      Sample/ÉCHANTILLON Consumption Report/ Rapport De Consommation

| Zone     |       | Product Code and Delivery Method<br>Code produit et Mode de livraison |             | Supplier Name / Fournisseur: |  | Product Name<br>Nom de Produit |                            | Number of call-ups<br>Nombre de commandes |            | Quantity Purchased<br>Quantité Achetée |  | Total value of Invoices<br>Valeur totale des factures |  |
|----------|-------|---|-------------|------------------------------|--|--------------------------------|----------------------------|---|------------|--|--|---|--|
| Example: |       |   |             | Dept Ministère               |  | Location Endroit               |                            |   |            |  |  |   |  |
| AB111    | 53/DR | Parks   | Jasper, AB  |                              |  |                                | Jet A-1                    |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Apr 1, 2013 - Jun 30, 2013 | 3   | 2,000      |  |  | 1,980   |  |
|          |       |   |             |                              |  |                                | Jul 1, 2013 - Sep 30, 2013 | 6   | 4,000      |  |  | 3,850   |  |
|          |       |   |             |                              |  |                                | Oct 1, 2013 - Dec 31, 2013 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Jan 1, 2014 - Mar 31, 2014 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Apr 1, 2014 - Jun 30, 2014 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Jul 1, 2014 - Sep 30, 2014 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Oct 1, 2014 - Dec 31, 2014 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Jan 1, 2015 - Mar 31, 2015 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Total                      | 9   | 6,000      |  |  | 5,830   |  |
| ON151    | 58/TW | DND   | CFB Trenton |                              |  |                                | F-34                       |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Apr 1, 2013 - Jun 30, 2013 | 35  | 12,000,000 |  |  | 11,356,540  |  |
|          |       |   |             |                              |  |                                | Jul 1, 2013 - Sep 30, 2013 | 32  | 10,020,000 |  |  | 9,582,420   |  |
|          |       |   |             |                              |  |                                | Oct 1, 2013 - Dec 31, 2013 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Jan 1, 2014 - Mar 31, 2014 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Apr 1, 2014 - Jun 30, 2014 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Jul 1, 2014 - Sep 30, 2014 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Oct 1, 2014 - Dec 31, 2014 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Jan 1, 2015 - Mar 31, 2015 |   |            |  |  |   |  |
|          |       |   |             |                              |  |                                | Total                      | 67  | 22,020,000 |  |  | 20,938,960  |  |

**Appendix C - BASIS OF PAYMENT**File No. - N° de  
E60HL-3-0052-18-B**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 per litre for each requirement as specified in Appendices "A". 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 prices per litre as shown at Appendix "A" are subject to weekly adjustment using Reference Markers, "NYH", "USGC", "LA Pipeline" or Canadian Unbranded Rack Prices, as detailed at the clause entitled "Basis for Unit Price Adjustment" below.

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

The firm unit prices per litre shown at Appendix "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 Markers are:

**NYH**

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

**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.

**LA PIPELINE**

Platt's Oilgram average weekly assessment for the West Coast Pipeline L.A., Jet. The average weekly assessments will be based on the Monday to Friday week average of the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

|                                      |                                       |
|--------------------------------------|---------------------------------------|
| <b>Appendix C - BASIS OF PAYMENT</b> | File No. - N° de<br>E60HL-3-0052-18-B |
|--------------------------------------|---------------------------------------|

**CANADIAN UNBRANDED RACK PRICES**

For Gasoline Aviation Grade 100LL, the Oil Buyer's Guide average weekly assessment for Premium Unleaded Gasoline will be the reference marker.

**AREA OF COVERAGE FOR EACH REFERENCE MARKER**

The firm unit prices per litre shown at Appendices "A" for requirements in the provinces of Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador, are subject to adjustment using the Reference Marker for "NYH" detailed above.

The firm unit prices per litre shown at Appendices "A" for requirements in the provinces of Manitoba, Saskatchewan, Alberta, and the Northwest Territories are subject to adjustment using the Reference Marker "USGC".

The firm unit prices per litre shown at Appendices "A", for requirements in the province of British Columbia and the Yukon Territory, are subject to adjustment using the Reference Marker \_\_\_\_\_ (*Standing Offer Authority will indicate either "USGC" or "LA PIPELINE" as selected by the offeror in Part 3, section 3, Unit Price Adjustment of Part*) detailed above.

The firm unit prices per litre shown at Appendices "A" for Gasoline Aviation Grade 100LL requirements in the province of Ontario are subject to adjustment using the Reference Marker "Premium Unleaded" with Toronto, ON being the designated centre.

The firm unit prices per litre shown at Appendices "A" for Gasoline Aviation Grade 100LL requirements in the province of British Columbia are subject to adjustment using the Reference Marker "Premium Unleaded" with Vancouver, BC being the designated centre. .

**METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS**

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

**Weekly Price Adjustment Effective Day:**

After the initial price adjustment, which comes into effect on April 25, 2013 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 11.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 adjustments effective on April 25, 2013 will be equal to the applicable Reference Marker price for the week ending October 26, 2012 ('A' week value) minus the applicable Reference Marker price for the week ending on April 19, 2013 plus the offer price;

b) Subsequent Weekly Adjustments: the unit price effective on day of the week identified above for every subsequent week will be equal to the Reference Marker price for the previous week minus the 'A' week value Reference Marker price plus the Offer price.

For Reference Markers, "NYH", "USGC" and "LA PIPELINE", the average weekly assessment will be:

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

|                                      |                                       |
|--------------------------------------|---------------------------------------|
| <b>Appendix C - BASIS OF PAYMENT</b> | File No. - N° de<br>E60HL-3-0052-18-B |
|--------------------------------------|---------------------------------------|

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

Example calculation using the "LA PIPELINE" Marker:  
(All prices indicated are for example purposes only)

Related "LA PIPELINE" marker price for week ending September 10, 2010 = \$ 1.8713  
 Related "LA PIPELINE" marker price for week ending September 17, 2010 = \$ 1.7886  
 Bank of Canada official exchange rate for week ending September 10, 2010 = \$ 1.1190 per U.S.dollar  
 Bank of Canada official exchange rate for week ending September 17, 2010 = \$ 1.1209 per U.S.dollar

Litres in a US gallon = 3.785412

- a)  $(\$ 1.8713 \times \$ 1.1190) / 3.785412 = \$ 0.553172$  rounded to Cdn.\$ 0.5532 per litre  
 b)  $(\$ 1.7886 \times \$ 1.1209) / 3.785412 = \$ 0.529623$  rounded to Cdn.\$ 0.5296 per litre  
 c) b) minus a) = decrease of \$ 0.0236 per litre

#### FIRM UNIT PRICE PER LITRE 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                                    | *October 26, 2012   | April 19, 2013  | 25 April 2013  |
| 2                                    | April 19, 2013  | April 26, 2013  | As indicated at "Method of Calculating Unit Price Adjustments"   |
|                                      | Sequential weekly periods, up to and including March 20, 2015 | Sequential weekly periods, up to and including March 27, 2015 | Sequential weekly periods, as indicated at "Method of Calculating Firm Unit Price per Litre adjustments", up to and including March 29, 2015** |

\*The per-litre "A" week value for week ending **October 26, 2012** for each Reference Marker is:

NYH: \$0.8094

\*\*The firm unit prices per litre effective the week of March 21 - 27, 2015 shall remain in effect until the end of the supply period (March 31, 2015).

**APPENDIX D**  
**INSPECTION AND SUPPLEMENTARY CONDITIONS OF SUPPLY**  
**DEPARTMENT OF NATIONAL DEFENCE**

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File No. - N° de  
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**1. THESE CLAUSES ARE INCORPORATED BY REFERENCE**

| SACC Reference | Section  | Date       |
|----------------|--|------------|
| D5604C         | Release Documents (DND) - Foreign-based Contractor, or                         | 2008-12-12 |
| D5605C         | Release Documents (DND) - United States-based Contractor, or                   | 2010-01-11 |
| D5606C         | Release Documents (DND) - Canadian-based Contractor                            | 2012-07-16 |
| D5510C         | Quality Assurance Authority (DND) - Canadian-based Contractor                  | 2012-07-16 |
| D5515C         | Quality Assurance Authority (DND) - Foreign-based and United States Contractor | 2010-01-11 |
| D5540C         | ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)                | 2010-08-16 |

**2. APPLICABLE DOCUMENTS**

The following DND publications will apply:

- a. C-82-005-001/AM-003 "Minimum Quality Surveillance of Petroleum Products" (latest edition);
- b. C-82-010-007/TP-000 "Procedures and Responsibilities for Aviation Fluids Handling" (latest edition);
- c. D-02-006-008/SG-001 "The Design Change, Deviation and Waiver Procedure" (latest edition); and
- d. D-82-002-007/SG-001 "Technical Requirements for Process Control for Suppliers of Aviation Fuels" (latest edition).

**3. ACCESS TO FACILITIES**

In addition to 2010A (2012-11-19) - "General Conditions - Goods (Medium Complexity),- section 08, the following clause will apply:

Throughout the course of the Standing Offer, and with at least 24 hours advance notice, the Contractor, including its subcontractors and agents, must provide the DND Technical Authority (TA) and/or DND Quality Assurance Authority (QAA) periodic access to their facility(ies) and documents to:

- a. check documentation for fuel receipts and issues;
- b. verify that contracts and agreements, between the Contractor and its subcontractors and agents, require that subcontractors and agents meet all DND requirements, including but not limited to providing copies of all applicable DND documents, agreed to in the standing offer between the Contractor and the DND;
- c. verify the Contractor's compliance with the maintenance of records for on-site testing; and
- d. inspect the Contractor's holding, pumping and fuel delivery system.

**4. TESTING FACILITY - VALIDATION**

The purpose of test validation is to validate the capability of each testing facility used by the Contractor. Test validation of a given test facility is not required if the given test facility meets one of the following criteria:

- a) a laboratory accredited by the Standard Council of Canada (SCC) or other national (or international) laboratory accrediting body to conduct the tests identified in the product specification(s); or
- b) a laboratory registered to ISO 9001 or 9002, that has implemented a calibration system to ISO 10012-1, and participates regularly in an accredited proficiency testing program for the contracted product(s).

The Contractor must carry out test validation for each test facility to be used by the Contractor using sample from the initial batch of each of the products that are to be supplied to DND as a result of a call up against the Standing Offer.

**APPENDIX D**  
**INSPECTION AND SUPPLEMENTARY CONDITIONS OF SUPPLY**  
**DEPARTMENT OF NATIONAL DEFENCE**

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File No. - N° de  
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The Contractor must collect a sample, split the sample into two equal portions, and have one portion tested by the test facility and the other portion tested by a laboratory meeting one of the following criteria:

- a) a laboratory accredited by the Standard Council of Canada (SCC) or other national (or international) laboratory accrediting body to conduct the tests identified in the product specification(s); or
- b) a laboratory registered to ISO 9001 or 9002, that has implemented a calibration system to ISO 10012-1, and participates regularly in an accredited proficiency testing program for the contracted product(s).

Each portion of the sample must be tested to all requirements detailed in the product specification(s), except tests identified by the specification(s) as qualification tests only, and results reported to the Contractor.

The Contractor must, on receipt of the test report for each portion of a given sample, compare the results obtained by the laboratory with those obtained by the test facility and provide a copy to the DND TA as well as the DND QAA. Any deviation, in excess of the reproducibility of the test methods involved, between results obtained must be investigated, the cause must be determined, and any corrective action of the test facility must be taken. Documented evidence of the Contractor's review, as well as of any investigation and corrective action must be maintained by the Contractor and made available to DND upon request.

The Contractor must repeat test validation at least once on an annual basis for each testing facility used. A copy of the annual test validation results must be provided to the DND TA and the DND QAA.

#### **5. FUEL SAMPLE SUBMISSION PROGRAM**

The purpose of the fuel sample submission program is to verify the quality of the contracted product(s). Upon request by DND, the Contractor at his/her expense must obtain, package, ship to and have analysed samples of each grade of aviation fuel at a testing laboratory specified by the DND TA. On request, the Contractor must perform the task of taking samples under the direction of the DND QAA. A sample must be submitted for testing at the beginning of each contract period and once every twelve months thereafter. DND may choose to change the frequency with two months notice. Upon request by the DND QAA, the Contractor must provide access to witness the taking of these samples with a minimum of two weeks notice from the Contractor. The minimum sample size must be 3.8 litres.

##### **Sample Container**

Samples must be taken in an epoxy coated can suitable for thermal stability testing as defined in ASTM D 4306.

Note: A potential source of supply in Canada for a 4 L can is Velcon Canada, 241 Shearson Crescent, Cambridge, Ontario, N1T 1J5, Tel. 519-622-7363. The part number is SC 0001 for the fuel sampling can and SC 0002 for the box required for shipping.

##### **Sample Container Preparation**

Approximately 24 hours prior to sampling, the Contractor must fill the sample can with filtered fuel (of the same grade to be sampled). Immediately prior to sampling, the can must be emptied and rinsed twice with the fuel to be sampled. The total volume of rinse should be approximately 50% of the can volume. The Contractor must subsequently collect the sample and immediately seal the can.

##### **Sampling Point**

The composite sample to be submitted for testing must be taken after loading of the tank wagon or rail car at the loading rack.

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Laboratory Tests Required

The analysis of aviation turbine fuel samples submitted to the testing laboratory must consist of the following tests in accordance with the applicable standard CAN/CGSB 3.23 (latest edition) or CGSB 3.24 (latest edition):

- a) Appearance, undissolved water and sediment (visual)
- b) Colour (visual)
- c) Density
- d) Distillation
- e) Copper Strip Corrosion
- f) Existent Gum
- g) Flash Point
- h) Freezing Point
- i) Thermal Stability
- j) Electrical Conductivity
- k) Fuel System Icing Inhibitor (FSII), for F-34 only
- l) Lubricity

The analysis of aviation gasoline fuel samples submitted to the testing laboratory must consist of the following tests in accordance with the standard specification ASTM D910 (latest edition):

- a) Appearance, undissolved water and particulate matter (visual)
- b) Colour (visual)
- c) Density
- d) Distillation
- e) Freezing Point
- f) Vapour Pressure
- g) Water Reaction
- h) Copper Strip Corrosion
- i) Existent Gum

In the event that analysis was performed at a laboratory other than QETE, the Contractor must send a copy of the laboratory test results to the DND TA and the DND QAA. If a sample fails one of these tests, the Contractor must notify his/her agent(s), investigate the cause of failure, take remedial action, maintain pertinent documentation, and submit documented evidence of both the investigation and rectification to both the DND TA and the DND QAA.

**6. QUALITY CONTROL OF PRODUCT**

The Contractor must assure, through appropriate implementation of the requirements of the Canadian Forces Standard D-82-002-007/SG-001 "Technical Requirements for Process Control For Suppliers of Aviation Fuels" (latest edition) that only fuel meeting the standing offer is delivered to DND storage facilities or into DND transport.

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7. **PROCESS AND FACILITY STANDARDS**

Contractor's process(es) and facility(ies) must meet the requirements of the Canadian Forces Standard D-82-002-007/SG-001 "Technical Requirements for Process Control for Suppliers of Aviation Fuels" (latest edition).

8. **RELEASE DOCUMENTS - DISTRIBUTION**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. Copy 1: mail to consignee marked:  
Attention: Receipts Officer;
- b. Copies 2 and 3: with shipment (in a waterproof envelope) to the Consignee;
- c. Copy 4 to: the Contracting Authority;
- d. Copy 5 to:  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Dr.  
Ottawa ON K1A 0K2  
Attention: QETE 3-3
- e. Copy 6 to: the Quality Assurance Representative (QAR)
- f. Copy 7 to: the Contractor;
- g. Copy 8: All non-Canadian Contractors to:  
DQA/Contract Administration National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Dr.  
Ottawa, ON, Canada K1A 0K2

In addition to, and/or amending, the requirements described in the SACC D5620C, the following shall apply:

The Contractor shall prepare and distribute to the DND QAA responsible for the Contractor (as per SACC D5510C) a summary document which will contain, at a minimum, the following:

- (1) Standing Offer number,
- (2) fuel quantity delivered,
- (3) FSII % by volume,
- (4) Conductivity reading,
- (5) Meter ticket number (traceable to batch numbers), and
- (6) Date of delivery.

The Contractor must keep all records of test results, inspections, and investigations pertinent to work performed as a result of this standing offer for a period of one (1) year after product is delivered following a call-up, and made available to DND upon request.

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**9. FUEL ADDITIVES**

When additives are included in the fuel, and not detailed in the Certificate of Analysis (CoA) or release note, the Contractor must provide the QETE 3-3 with a test certificate stating the amount and name (generic) of the additive.

a) Metal Deactivator Additive (MDA)

The use of MDA must be in accordance with the fuel specification and the Contractor must record on test certificates the amount and name of the deactivator added to the fuel. This information must be provided to the DND TA.

**10. DELIVERY**

Aviation turbine fuel deliveries to DND and/or pick-ups by DND must be verified by printed metered slips or standard commercial delivery slips, as applicable. This delivery slip and/or release note must state, in percent by volume (%V), the amount of Fuel System Icing Inhibitor and the fuel Electrical Conductivity in picosiemens per metre (pS/m).

a) Electrical Conductivity

Aviation turbine fuel delivered to DND by the Contractor or picked up at the Contractor's facilities by DND fuelling tenders must have a minimum electrical conductivity of 150 pS/m (picosiemens per metre) to a maximum of 600 pS/m at point, time and temperature of custody transfer.

**11. DND TECHNICAL AND QUALITY ASSURANCE AUTHORITY**

**Technical Authority**

Pierre Poitras  
QETE 3-3  
National Defence Headquarters  
MGen George R. Pearks Building  
101 Colonel by Dr  
Ottawa ON K1A 0K2

Telephone: 819-997-8769  
E-mail: AvPOLCBA@forces.gc.ca

**Quality Assurance Authority**

DQA 5  
National Defence Headquarters  
MGen George R. Pearks Building  
101 Colonel by Dr  
Ottawa ON K1A 0K2

Telephone: 819-996-1820  
EMail: contractadmin.dqa@forces.gc.ca

**12. PROCEDURES FOR REQUEST FOR WAIVER**

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The Request for Waiver as detailed in the National Defence Standard D-02-006-008/SG-001 (using DND form 675) must apply to the Standing Offer (SO).

**13. SUPPLY OF PRODUCT OR FUEL QUALITY - NOTIFICATION OF CHANGE**

In instances where the Contractor obtains product from a source not identified in their offer, the Contractor must notify PWGSC, the DND TA, the DND QAA, and the affected DND Base(s) in advance of any such deliveries in order to minimize delays upon receipt of the product at the base(s).

In instances where the fuel offered is off-specification or displays marginal properties, the Contractor must request from the DND TA a written authorisation to deliver it. Without this authorisation, the fuel must not be delivered to any DND location.

**14. SPECIFIC INSTRUCTIONS FOR COMOX AND INUVIK REQUIREMENTS**

**COMOX - Requirement number BC351 58/BG**

- a) The Contractor must have the capability to provide and maintain a pumping capacity of 200,000 litres per hour total.
  
- b) For call ups submitted prior to the 10th day of the month, the Contractor must complete deliver by the end of the month following the call up. Anything in excess of these delivery expectations would be worked on a best efforts basis.
  
- c) The Contractor must ensure that tankers and/or barges arrive at the DND unloading facilities at the Comox Wharf in sufficient time to commence discharging fuel during the hours of 07:00 to 12:00 AM, Monday to Friday inclusively, official holidays excluded.
  
- d) DND may order turbine fuel (Grade F-34) in any volume with a minimum of 1,000,000 litres per shipment and a maximum of 2,045,741 litres per shipment. However, DND may change the quantity ordered by fax up to forty-eight (48) hours prior to the delivery date specified.
  
- e) In addition to and/or amending the requirements described in DND specification D-82-002-007/SG-001, the following additional requirements apply:
  - (i) Before off-loading, the Contractor must take a composite sample from the marine vessel and retain it until the "B-2 Test", in accordance with C-82-005-001/AM-003, of the fuel samples taken from the DND receiving tanks confirms the integrity of the fuel contained in the receiving tanks. If the density or visual inspection indicate contamination of any one the fuel ship tank samples, then the off-loading operations must be postponed until the "B-2 Test" of the composite sample confirms the integrity of the fuel on board the vessel.
  
  - (ii) During the fuel off-loading operation, the Contractor must take line samples at the shore pump location and retain them until the "B-2 Test" of the fuel samples taken from the DND receiving tank(s) confirms the integrity of the fuel contained in the receiving tanks.
  
  - (iii) After transfer of the fuel, the DND receiving tank(s) are to be quarantined, a composite sample taken from each receiving tank after the appropriate settling time and the sample(s) forwarded to a testing facility used by the Contractor for analysis.

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- (iv) On reception, the Contractor must perform "B-2 Test" in accordance with C-82-005-001/AM-003 on the DND receiving tank composite sample(s), report the test results to 19 Wing Comox by telephone within 5 hours from reception of the sample(s), and follow-up with a telex message or facsimile within 18 hours of the telephone report.
- (v) The Contractor must keep all records of test results, inspections and investigations pertinent to work performed as a result of this standing offer for a period of one (1) year after product is delivered following a call-up, and made available to DND upon request.

**INUVIK - Requirement number NT101 54/PU**

- a) The Contractor must not arbitrarily load to sensor;
- b) DND owned truck(s) are bottom loaded, have functional/operating shutoffs (with pre-check capability without having to go on top of the truck), functional/operating bottom load interlocks, and meet current B620 specifications. A documented process of Change of Service is in place (if vehicle not previously in Jet service);
- c) Inuvik Airport Authority does not require a Commercial Vehicle Inspection, but the Contractor may request one if the trucks are suspect;
- d) The Contractor must notify DND, in advance of any loading activity, whether specific Personal Protective Equipment (PPE) is a requirement for loading at their facility; and
- e) The Electrical conductivity limits will be consistent with CAN/CGSB 3.23 civil Jet A-1 requirements.

**INUVIK - Requirement number NT101 54/TW**

The Electrical conductivity limits will be consistent with CAN/CGSB 3.23 civil Jet A-1 requirements.

**BULK AVIATION FUELS**  
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**APPENDIX "E"**  
**ENVIRONMENTAL ATTRIBUTES**

As part of the federal government's commitment to environmentally responsible procurement, PWGSC encourages the private sector to develop and implement environmentally responsible initiatives in the supply of fuels.

As an initial step, before the inclusion of Environmental Criteria in future solicitations, Offerors are requested to submit information and / or substantiating documentation regarding their stated environmental initiatives, and the details of the environmental impact of the goods proposed in terms of overall environmental management, for example:

- a. Provide details of your policies and practices in relation to environmentally responsible fuel transportation and storage processes.
- b. Provide details of your policies and practices in relation to environmentally responsible fuel transfer processes.
- c. Provide details of your policies, practices and emergency plans in relation to fuel spills and pollution.
- d. Provide details of any arrangement with a certified emergency response organization.
- e. Provide details of your policies and practices in relation to re-use strategies. (i.e. drums)
- f. Provide details of your policies and practices in relation to recycling in general.

If your firm has a corporate environmental policy, you are requested to submit a copy of this policy either on corporate letterhead, as corporate documentation or provide your firms' web site address where this information resides. In support of your firm's environmental policy you are requested to provide documentation regarding the environmental principles referenced in your policy and details of the environmental policy and its impact in terms of overall environmental management.