



## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Canadian General Standards Board - Standards
3. Submission of Offers
4. Enquiries - Request For Standing Offers
5. 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 Instrument
7. Limitation of Call-ups
8. Priority of Documents
9. Certifications
10. Applicable Laws
11. Communications Notification

#### **B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Delivery Time
4. Payment
5. Invoicing Instructions
6. Insurance
7. Shipping Instructions - DDP

Solicitation No. - N° de l'invitation

E60HL-125000/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hl604E60HL-125000

Buyer ID - Id de l'acheteur

hl604

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

E60HL-125000

CCC No./N° CCC - FMS No/ N° VME

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**List of Appendices:**

Appendix "A" Main Requirements

Appendix "B" Basis of Payment (Aviation Fuel)

Appendix "C" Basis of Payment (Heating Fuel)

Appendix "D" DND Inspection and Supplementary Conditions of Supply

Appendix "E" Environmental Attributes

## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:  
6A, Standing Offer, and  
6B, Resulting Contract Clauses; and,

the Appendices.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria Specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and Conditions;

Part 6B: 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", Requirement; Appendix "B", Basis of Payment (Aviation Fuel), Appendix "C", Basis of Payment (Heating Fuel Oil), Appendix "D", DND Inspection and Supplementary Conditions of Supply and Appendix "E" Environmental Attributes.

## 2. Summary

### 2.1 Requirements

The requirements in this RFSO are to supply a potential of \$17M of Aviation Turbine Fuels and Heating Fuel Oil to various federal departments in Iqaluit, Nunavut. The product will be delivered into plane and into storage, as detailed at Appendix "A" attached hereto; requirements in accordance with the terms and conditions of the Standing Offer, when required by the Identified User, from August 1, 2012 to July 31, 2015 with the right to request two one year extensions from August 1, 2015 to July 31, 2016 and from August 1, 2016 to July 31, 2017.

## 2.2 Trade Agreements

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

## 2.3 Comprehensive Land Claims Agreements

The following Comprehensive Land Claims Agreement applies to this procurement for \*deliveries to Iqaluit, Nunavut:

- The Nunavut Land Claims Agreement.

\* where "deliveries to" means "goods delivered to, and services performed in".

## 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 (<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 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>

### 2. 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.

### 3. 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 solicitation. 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 bid closing date. Canada will have the right to accept or reject any or all suggestions.

### 4. 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

Solicitation No. - N° de l'invitation

E60HL-125000/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl604

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

E60HL-125000

File No. - N° du dossier

hl604E60HL-125000

CCC No./N° CCC - FMS No/ N° VME

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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 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.

### **5. 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.

## 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 must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### A. Consolidated Requirement

The requirements shown at Appendix "A" have been arranged by product type and delivery method. Where there is more than one individual requirement for a particular product type with the same delivery method, 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. Environmental Attributes

In accordance with Appendix "E", the offeror must provide information on Environmental Attributes with their offer.

### Section II: Financial Offer

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

Solicitation No. - N° de l'invitation  
E60HL-125000/A

Amd. No. - N° de la modif.  
E60HL-125000/A

Buyer ID - Id de l'acheteur  
hl604

Client Ref. No. - N° de réf. du client  
E60HL-125000

File No. - N° du dossier  
hl604E60HL-125000

CCC No./N° CCC - FMS No/ N° VME

Offerors are requested to submit an individual price for each consolidated requirement (product type with the same delivery method).

**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 prices quoted must be in Canadian dollars per litre for fuel and must not exceed four decimal places.

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

**c. Unit Price Adjustments**

Firm unit prices shown at Appendix "A" will be used as a base for the unit prices and shall be subject to upward or downward adjustments as detailed in the clause entitled "**Basis for Unit Price Adjustments**" in appendix "B" - Basis of Payment (Aviation Fuel) and appendix "C" - Basis of Payment (Heating Fuel Oil).

Offerors must select only ONE unit price adjustment option in its offer. The offeror must indicate the option that applies to its offer by inserting an **X** in the space provided below. Details for both options can be found in appendix "B" and appendix "C".

Option A \_\_\_\_\_ Option B \_\_\_\_\_

**For Option B only**

**I. Reference Marker**

a) The unit prices shown at Appendix "A" , are subject to adjustment using the Reference Marker "NYH" for aviation fuel requirements and "OBG" for heating fuel requirements.

**II. Price Change Effective Day:**

After the initial price change, which comes into effect on August 1, 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 on which their weekly price change comes into effect:

<b>NYH/OBG, Monday to Friday Average effective :</b>	<b>12:01AM Mon.</b>	<b>12:01AM Tues.</b>	<b>12:01AM Wed.</b>	<b>12:01AM Thurs.</b>	<b>12:01AM Fri.</b>
	_____	_____	_____	_____	_____

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.

**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.

**e. Financial Capability****SACC Manual Clauses S PECIFIC CLAUSES INCORPORATED BY REFERENCE**

SACC Reference	Section	Date
M9033T	Financial Capability	2011-05-06

**Section III: 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

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 Requirements

The goods offered must conform to all aspects of the specifications and standards detailed or referred to Herein.

#### Mandatory Criteria

The Mandatory criteria for the evaluation of each offer are:

- (a) Technical compliance (in accordance with "Appendix "A" );
- (b) Compliance with the delivery requirements, as specified at para 3, Part 6.B
- (c) Acceptance of terms and conditions as mentioned in the Request for Standing Offer;
- (d) Acceptance of 2005 (2012/03/02), General Conditions - Standing Offers - Goods or Services, Section 08, "Disclosure of Information";

Offers not meeting these mandatory 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 Federal Excise Tax, Territorial Fuel Tax, Goods and Services Tax or the harmonized Sales Tax excluded, Incoterms 2000 "DDP Delivered Duty Paid. The evaluated price will be determined by the per litre unit price for each Consolidated Requirement.

**1.2.2** The **Mandatory** criterion for the evaluation of each offer is:

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

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

### 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical 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.

More than one Standing Offer may be issued as a result of this solicitation.

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## PART 5 - 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 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 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.

#### 1.1 Federal Contractors Program - Certification

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

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

E60HL-125000/A

hl604

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60HL-125000

hl604E60HL-125000

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(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 - 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.

#### 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 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 below.

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. Reporting data shall include the end user (customer), product, number of call-ups raised, quantity ordered and total cost. The format of the report will be determined after the issuance of the Standing Offer.

The quarterly reporting periods are defined as follows:

April 1 to June 30;

July 1 to September 30;

October 1 to December 31;

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.

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from August 01, 2012 to July 31, 2015.

#### 3.2 Option to Extend the Standing Offer

The Offeror grants to Canada two irrevocable options to extend the term of the Standing Offer by an additional one-year Supply Period under the same conditions. The Offeror agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise these options at any time by sending a written notice to the Offeror at least **thirty (30)** calendar days before the expiry date of the Standing Offer. The options may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through an amendment to the Standing Offer.

### 4. Authorities

#### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Robert Burke  
 Title: Supply Specialist  
 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 authorized to make call-ups against the Standing Offer are those departments specified at Appendix "A" .

This RMSO will be open for use by all Federal Departments and Agencies upon request to the Standing Offer Authority.

## 6. 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 that document.

## 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$1,000,000.00 (Goods and Services Tax or Harmonized Sales Tax included). Individual call-ups against the Standing Offer in excess of \$1,000,000 to a maximum of \$10,000,000 will require formal approval by the Standing Offer Authority.

## 8. 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 (2012/03/02) - "Standing Offers - Goods or Services";
- D. The general conditions 2010A (2012/03/02) - "General Conditions - Goods (Medium Complexity)";
- E. Appendix "A" - Requirement
- F. Appendix "D" - DND Inspection and Supplementary Conditions of Supply; and
- G. The Offerors' offer, dated \_\_\_\_\_ (*insert date of offer*)

## 9. Certifications

### 9.1 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 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 or it is determined that any certification made by the Offeror in its 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.

## 10. 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*)

## 11. Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make a public announcement related to the issuance of a standing 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 applicable product as described in Appendix "A".

#### 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.

When heating oil is delivered in bulk, the quantity/volume of fuel used for invoicing purposes shall be adjusted to 15°C in accordance with API-ASTM-IP Table 54B.

#### 1.3 Inspection and Supplementary Conditions of Supply (Aviation Fuel)

The work provided must be subject to inspection 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.

#### 1.4 Acceptance

The work provided must be subject to acceptance by the Identified User representative at destination, unless otherwise indicated in the Call-Up instrument.

## 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 15 Interest on Overdue Accounts, of 2010A (2012/03/02) 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)	2007-11-30
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
H1001C	Multiple Payments	2008-05-12
A9006C	Defence Contract (for DND requirements only)	2008-05-12

### 3. Delivery Time

Delivery must be made within 24 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 "B" & "C" for details on Basis of Payment.

#### 4.2 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: \_\_\_\_\_.

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### 4.3 Advance Payment

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 Identified user 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) The 8 digit aircraft tail number, type(s) of aircraft, home base, squadron and country of origin;
- g) The address where payment is to be sent.

Solicitation No. - N° de l'invitation

E60HL-125000/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hl604E60HL-125000

Buyer ID - Id de l'acheteur

hl604

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

E60HL-125000

CCC No./N° CCC - FMS No/ N° VME

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2. Invoices must be distributed as follows:

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" .

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.

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

**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".

APPENDIX A: REQUISITIONING, AUTHORITIES AND ESTIMATED REQUIREMENTS  
ANNEXE A: AUTORITÉS REQUIÉRANTES ET BESOINS ESTIMÉS

PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: HL604.E60HL-2-5000  
CONTRACT NUMBER / NUMÉRO DU CONTRAT: E60HL-2-5000/001/HL

DESCRIPTION OF CONTRACT ITEMS DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	DELIVERY METHOD CAPACITY OF STORAGE TANKS MÉTHODE DE LIVRAISON CAPACITÉ DES RÉSERVOIRS	CONSIGNEE / DESTINATAIRE INVOICING / FACTURATION	ESTIMATED QUANTITY QUANTITÉ ESTIMÉ	
<p><u>HEATING FUEL OIL /</u> <u>LAZOUT DE CHAUFFAGE</u></p> <p>Heating Fuel Oil, in accordance with CAN/CGSB-3.2-2011 (latest edition), grade 0, (P50), pour point -43°C, cloud point -43°C</p> <p>LAZOUT de chauffage, norme CAN/ONGC-3.2-2011 (dernière édition), grade 0, (P50), point d'écoulement -43°C, point de trouble -43°C</p> <p><b>Assignment Code:</b> W8486 <b>Acquisition no.</b> W8486-12-DP18 <b>Lot no.:</b> 0138FL-05FA-07210</p>	<p>Bulk Tank Wagon 2 X 4,560 Litres / En vrac Camion-citerne 2 X 4 560 Litres</p>	<p><u>CONSIGNEE / DESTINATAIRE</u> DND / MDN Hangar DND Hangar Aéroport d'Iqaluit Airport Iqaluit, Nunavut</p> <p><u>INVOICING / FACTURATION</u> DND / MDN Wing Commander (W0138) 3e Escadre Bagotville Alouette, Quebec G0V 1A0</p> <p>Att.: WCOMP/Invoice Section</p>	<p>78,000 L (first 3 years/ premier 3 ans)</p> <p>52,000L (2 option years/ 2 ans de prolongation)</p>	<p>Consolidated prices are to be entered on the last page of this schedule. Les prix consolidés doivent être inscrits sur la dernière page de ce calendrier.</p>

**APPENDIX A: REQUISITIONING AUTHORITIES AND ESTIMATED REQUIREMENTS  
ANNEXE A: AUTORITÉS REQUIÉRANTES ET BESOINS ESTIMÉS**

PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: HL604.E60HL-2-5000  
CONTRACT NUMBER / NUMÉRO DU CONTRAT: E60HL-2-5000/001/HL

DESCRIPTION OF CONTRACT ITEMS DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	DELIVERY METHOD CAPACITY OF STORAGE TANKS MÉTHODE DE LIVRAISON CAPACITÉ DES RÉSERVOIRS	CONSIGNEE / DESTINATAIRE INVOICING / FACTURATION	ESTIMATED QUANTITY QUANTITÉ ESTIMÉ	
<p>ating Fuel Oil, in accordance with N/CGSB-3.2-2011 (latest edition), e 0, (P50), pour point -43°C, cloud nt -43°C</p> <p>zout de chauffage, norme N/ONGC-3.2-2011 (dernière tion), Type 0, (P50), point oulement -43°C, point de trouble °C</p> <p><b>Assignment Code:</b>EN416 <b>Requisition no.:</b> 10018625</p>	<p>Bulk Tank Wagon Various federal office and housing properties / En vrac Camion-citerne Divers bureaux et propriétés résidentiels fédéraux</p>	<p><u>CONSIGNEE / DESTINATAIRE</u> PWGSC-TPSGC Iqaluit, Nunavut P.O. Box 400 X0A 0H0</p> <p><u>INVOICING / FACTURATION</u> PWGSC-TPSGC RPS Nunavut CSU 18 Real Property Team 1 Bldg 2225, PO Box 400 Iqaluit, Nunavut X0A 0H0</p> <p>Att.: Michael Lewis</p>	<p>2,250,000 L (first 3 years/ premier 3 ans)</p> <p>1,500,000 L (2 option years/ 2 ans de prolongation)</p>	<p>Consolidated prices are to be entered on the last page of this Les prix consolidés doivent être inscrits sur la dernière page de</p>

APPENDIX A: REQUISITIONING, AUTHORITIES AND ESTIMATED REQUIREMENTS  
ANNEXE A: AUTORITÉS REQUIÉRANTES ET BESOINS ESTIMÉS

PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: HL604.E60HL-2-5000  
CONTRACT NUMBER / NUMÉRO DU CONTRAT: E60HL-2-5000/001/HL

DESCRIPTION OF CONTRACT ITEMS DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	DELIVERY METHOD CAPACITY OF STORAGE TANKS MÉTHODE DE LIVRAISON CAPACITÉ DES RÉSERVOIRS	CONSIGNEE / DESTINATAIRE INVOICING / FACTURATION	ESTIMATED QUANTITY QUANTITÉ ESTIMÉE	
<p>ating Fuel Oil, in accordance with N/CGSB-3.2-2011 (latest edition), e 0, (P50), pour point -43°C, cloud nt -43°C</p> <p>zout de chauffage, norme N/ONGC-3.2-2011 (dernière édition), e 0, (P50), point d'écoulement -43°C, nt de trouble -43°C</p> <p><b>nsignee Code:</b> A7157 <b>quisition no.:</b> A7157-11-9022 <b>:</b> 1-120-0154-09770-0000-0000-2371</p>	<p>Bulk Tank Wagon 2 X 4,560 Litres / En vrac Camion-citerne 2 X 4 560 Litres</p>	<p><u>CONSIGNEE / DESTINATAIRE</u> Indian and Northern Affairs, Nunavut District Office Iqaluit, Nunavut</p> <p>District Office Bldg. # 918 House # 424, 426 &amp; 474 to include storage services North 40</p> <p><u>INVOICING / FACTURATION</u> Indian and Northern Affairs Canada Nunavut Regional Office Qimugjuk Bldg. 969 P.O. Box 2200 Iqaluit, Nunavut X0A 0H0</p>	<p>120,000 L (first 3 years/ premier 3 ans)</p> <p>80,000 L (2 option years/ 2 ans de prolongation)</p>	<p>Consolidated prices are to be entered on the last page of this Les prix consolidés doivent être inscrits sur la dernière page de</p>

APPENDIX A: REQUISITIONING, AUTHORITIES AND ESTIMATED REQUIREMENTS  
ANNEXE A: AUTORITÉS REQUIÉRANTES ET BESOINS ESTIMÉS

PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: HL604.E60HL-2-5000  
CONTRACT NUMBER / NUMÉRO DU CONTRAT: E60HL-2-5000/001/HL

DESCRIPTION OF CONTRACT ITEMS DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	DELIVERY METHOD CAPACITY OF STORAGE TANKS MÉTHODE DE LIVRAISON CAPACITÉ DES RÉSERVOIRS	CONSIGNEE / DESTINATAIRE INVOICING / FACTURATION	ESTIMATED QUANTITY QUANTITÉ ESTIMÉE	
<p>Heating Fuel Oil, in accordance with CAN/CGSB-3.2-2011 (latest edition), grade 0, (P50), pour point -43°C, cloud point -43°C</p> <p>Heating Fuel Oil, in accordance with CAN/ONGC-3.2-2011 (dernière édition), grade 0, (P50), point d'écoulement -43°C, point de trouble -43°C</p> <p>Assignment code: K3E30 Acquisition no. K4E21-11-0172 Item M833 H009 89041 101 3314</p>	<p>Bulk Tank Wagon / En vrac Camion-citerne</p>	<p><u>CONSIGNEE / DESTINATAIRE</u> Bill Stafford Meteorological Service AMD - Aerological and Surface Ops P.O. Box 607 Iqaluit, NU X0A 0H0</p> <p><u>INVOICING / FACTURATION</u> Bill Stafford Meteorological Service Atmospheric Monitoring - Prog. 123 Main Street, Suite 150 Winnipeg, Manitoba R3C 4W2</p>	<p>63,000 L (first 3 years/ premier 3 ans)</p> <p>42,000L (2 option years/ 2 ans de prolongation)</p>	<p>Consolidated prices are to be entered on the last page of this schedule.</p> <p>Les prix consolidés doivent être inscrits sur la dernière page de ce calendrier.</p>

APPENDIX A: REQUISITIONING AUTHORITIES AND ESTIMATED REQUIREMENTS  
ANNEXE A: AUTORITÉS REQUIÉRANTES ET BESOINS ESTIMÉS

PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: HL604.E60HL-2-5000  
CONTRACT NUMBER / NUMÉRO DU CONTRAT: E60HL-2-5000/001/HL

DESCRIPTION OF CONTRACT ITEMS DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	DELIVERY METHOD CAPACITY OF STORAGE TANKS MÉTHODE DE LIVRAISON CAPACITÉ DES RÉSERVOIRS	CONSIGNEE / DESTINATAIRE INVOICING / FACTURATION	ESTIMATED QUANTITY QUANTITÉ ESTIMÉ	
<p><u>AVIATION TURBINE FUEL / RBURÉACTEUR D'AVIATION</u></p> <p>Propylene-Type Aviation Turbine Fuel (A-1) in accordance with TSN/CGSB-3.23-2009 (latest edition).                      Turburéacteur d'aviation de type Propène (Jet A-1), norme TSN/ONGC-3.23-2009 (dernière édition).</p> <p><b>Assignment code:</b> M5707  <b>Acquisition no.:</b> M5000-12-0517  <b>Contract no.:</b> N035-0714-V3083</p>	<p>Into Plane /                      Service à l'avion</p>	<p><u>CONSIGNEE / DESTINATAIRE</u>                      RCMP - Iqaluit Air Section                      Bag 500                      Iqaluit, Nunavut                      X0A 0H0</p> <p><u>INVOICING / FACTURATION</u>                      As above / voir ci-haut                      Attn. Cpl. Darrell Gill</p>	<p>450,000 L                      (first 3 years/                      premier 3 ans)                      300,000L                      (2 option years/                      2 ans de prolongation)</p>	<p>Consolidated prices are to be entered on the last page of this schedule.                      Les prix consolidés doivent être inscrits sur la dernière page de ce calendrier.</p>

APPENDIX A: REQUISITIONING AUTHORITIES AND ESTIMATED REQUIREMENTS  
ANNEXE A: AUTORITÉS REQUIÉRANTES ET BESOINS ESTIMÉS

PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: HL604.E60HL-2-5000  
CONTRACT NUMBER / NUMÉRO DU CONTRAT: E60HL-2-5000/001/HL

DESCRIPTION OF CONTRACT ITEMS DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	DELIVERY METHOD CAPACITY OF STORAGE TANKS MÉTHODE DE LIVRAISON CAPACITÉ DES RÉSERVOIRS	CONSIGNEE / DESTINATAIRE INVOICING / FACTURATION	ESTIMATED QUANTITY QUANTITÉ ESTIMÉ	
<p>kerosene-Type Aviation Turbine Fuel (Jet ) in accordance with CAN/CGSB-3.23-2009 (latest edition).</p> <p>buréacteur d'aviation, kérosène (Jet ), norme CAN/ONGC-3.23-2009 (dernière édition).</p> <p><b>signee code:</b> W8486 <b>quisition no.:</b> W8486-12-DP18 <b> :</b> 0138FV-05FA-07214</p>	<p>Into Plane Service / Service à l'avion</p>	<p><u>CONSIGNEE / DESTINATAIRE</u> DND / MDN Hangar DND Hangar Aéroport d'Iqaluit Airport Iqaluit, Nunavut</p> <p><u>INVOICING / FACTURATION</u>  DND / MDN Wing Commander (W0138) 3e Escadre Bagotville Alouette, Quebec GOV 1A0</p> <p>Att.: WCOMPT/Invoice Section  OR/OU  Other DND Invoice Sections as required / Autres Sections de facturation du MDN selon le besoin</p>	<p>756,000 L (first 3 years/ premier 3 ans)</p> <p>504,000L (2 option years/ 2 ans de prolongation)</p>	<p>Consolidated prices are to be entered on the last page of this Les prix consolidés doivent être inscrits sur la dernière page de</p>

APPENDIX A: REQUISITIONING AUTHORITIES AND ESTIMATED REQUIREMENTS  
ANNEXE A: AUTORITÉS REQUIÉRANTES ET BESOINS ESTIMÉS

PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: HL604.E60HL-2-5000  
CONTRACT NUMBER / NUMÉRO DU CONTRAT: E60HL-2-5000/001/HL

DESCRIPTION OF CONTRACT ITEMS DÉSIGNATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	DELIVERY METHOD CAPACITY OF STORAGE TANKS MÉTHODE DE LIVRAISON CAPACITÉ DES RÉSERVOIRS	CONSIGNEE / DESTINATAIRE INVOICING / FACTURATION	ESTIMATED QUANTITY QUANTITÉ ESTIMÉE	
<p>Jet A-1) in accordance with CAN/CGSB-3.23-2009 (latest edition). Kérosène (Jet A-1), norme CAN/ONGC-3.23-2009 (dernière édition). <b>Assignment Code:</b> T8561 <b>Acquisition no:</b> T8493-11-0088 <b>Part no:</b> 4-D-5U33-P14-120-8ACP-0000-9</p>	<p>Into Plane / Service à l'avion</p>	<p><u>CONSIGNEE / DESTINATAIRE</u> Transport Canada Aircraft Services / Services d'aviation Iqaluit, Nunavut X0A 0H0</p> <p><u>INVOICING / FACTURATION</u> Transport Canada Aircraft Services / Services d'aviation 200 Comet Private Ottawa, Ontario K1B 9B2</p>	<p>600,000 L (first 3 years/ premier 3 ans)</p> <p>400,000L (2 option years/ 2 ans de prolongation)</p>	<p>Consolidated prices are to be entered on the last page of this Les prix consolidés doivent être inscrits sur la dernière page de</p>

APPENDIX A: REQUISITIONING AUTHORITIES AND ESTIMATED REQUIREMENTS  
 ANNEXE A: AUTORITÉS REQUIÉRANTES ET BESOINS ESTIMÉS

PWGSC FILE NUMBER / NUMÉRO DE DOSSIER TPSGC: HL604.E60HL-2-5000  
 CONTRACT NUMBER / NUMÉRO DU CONTRAT: E60HL-2-5000/001/HL

DESCRIPTION OF CONTRACT ITEMS SIGNIFICATION DES ARTICLES FAISANT L'OBJET DU CONTRAT	CONSIGNEE / DESTINATAIRE INVOICING / FACTURATION	TOTAL ESTIMATED QUANTITY QUANTITÉ ESTIMÉE TOTALE	UNIT PRICE PRIX UNITAIRE (per/par litre)
Heating Fuel Oil, in accordance with CAN/CGSB-3.2-2011 (latest edition), Type 0, (P50), pour point -43°C, cloud point -43°C Chauffage au pétrole, en conformité avec la norme CAN/CGSB-3.2-2011 (dernière édition), Type 0, point de congélation -43°C, point de trouble -43°C	<u>CONSIGNEE / DESTINATAIRE</u> For all locations / pour tous les destinations	4,185,000 L	\$ _____
Jet A-1 Turbine Fuel (Jet A-1) in accordance with CAN/CGSB-3.23-2009 (latest edition). Carburant d'aviation, kérosène (Jet A-1), en conformité avec la norme CAN/ONGC-3.23-2009 (dernière édition).	<u>CONSIGNEE / DESTINATAIRE</u> For all locations / pour tous les destinations	3,010,000 L	\$ _____

<b>Appendix B - BASIS OF PAYMENT AVIATION FUEL (Into Plane)</b>	File No. - N° de E60HL-2-5000
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**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 Appendix "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.

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****Option A:**

The Unit Prices shall be adjusted to reflect any agreed upon change in the unit prices as established between the Government of Nunavut and the Contractor.

**Option B:**

Firm unit prices per litre as shown at Appendix "A" are subject to weekly adjustment using the Reference Marker "NYH", as detailed below.

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.

**METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS**

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

<b>Appendix B - BASIS OF PAYMENT AVIATION FUEL (Into Plane)</b>	File No. - N° de E60HL-2-5000
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**Weekly Price Adjustment Effective Day:**

After the initial price adjustment, which comes into effect on August 1, 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 3, 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 August 01, 2012 will be equal to the applicable Reference Marker price for the week ending July 27, 2012 minus the applicable Reference Marker price for the week ending on April 13, 2012 ('A' week value) 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 Marker, "NYH", 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.

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 " NYH" Marker:

*(All prices indicated are for example purposes only)*

Related "NYH" marker price for week ending September 10, 2010 = \$ 1.8713

Related "NYH" 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

Offer Price = Cdn \$ 1.0254 per litre

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) = reduction of Cdn \$ 0.0236 per litre

d) c) + Offer Price = Cdn \$ 1.0018 per litre

<b>Appendix B - BASIS OF PAYMENT AVIATION FUEL (Into Plane)</b>	File No. - N° de E60HL-2-5000
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**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	*April 13, 2012	July 27, 2012	August 1, 2012
2	July 27, 2012	August 3, 2012	As indicated at “Method of Calculating Unit Price Adjustments”
	Sequential weekly periods, up to and including July 18, 2015	Sequential weekly periods, up to and including July 24, 2015	Sequential weekly periods, as indicated at “Method of Calculating Firm Unit Price per Litre adjustments”, up to and including July 31, 2015

\*The per-litre “A” date value for week ending **April 13, 2012** for each Reference Marker is:

NYH                      \$0.8527 cdn

<b>Appendix C - BASIS OF PAYMENT HEATING FUEL OIL</b>	File No. - N° de E60HL-2-5000
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**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 Appendix "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.

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 Contractor is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, as a result of the sale of the work to Canada, except as otherwise provided in the Standing Offer, Canada will pay to the Contractor 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****Option A:**

The Unit Prices shall be adjusted to reflect any agreed upon change in the unit prices as established between the Government of Nunavut and the Contractor.

**Option B:**

Firm unit prices per litre, as shown at Appendix "A", are subject to weekly adjustment using Reference Marker, "OBG", as detailed below.

**Heating Oil, Types 1**

- a) The Reference Marker Price is the rack price published in the "Oil Buyers' Guide (OBG)", as follows:
  - i) For Heating Oil, Type 1  
Average Published price "Canadian Unbranded Rack Prices", for "Stove"

"

<b>Appendix C - BASIS OF PAYMENT HEATING FUEL OIL</b>	File No. - N° de E60HL-2-5000
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b) The Designated Centre is the Centre from which the reference price will be selected to calculate the adjustment to the unit prices, within the specified province(s) and territories.

Location	DESIGNATED CENTRE / CENTRE DÉSIGNÉ
Iqaluit, Nunavut	Montreal, Québec

### METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

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

#### Weekly Price Adjustment Effective Day, Heating Oil, Type 1 - "OBG":

After the initial price adjustment, which comes into effect on August 1, 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 C, Unit Price Adjustment)*

#### 1. Heating Oil, Type 1 - "OBG"

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

a) Initial Adjustment: the unit price adjustments effective on August 1, 2012 will be equal to the applicable Reference Marker price for the week ending July 27, 2012 minus the applicable Reference Marker price for the week ending on April 13, 2012 ('A' week value) 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.

c) the adjustment to the firm unit prices per litre will be the difference between the Designated Centre's Reference Price appearing in the OBG Volume in effect on those dates shown in columns A and B of the Unit Prices Adjustment Schedule below. If no Volume is published on such date, then the Volume published immediately prior to each date shown in columns A and B below shall apply.

<b>Appendix C - BASIS OF PAYMENT HEATING FUEL OIL</b>	File No. - N° de E60HL-2-5000
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**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 (OBG)			
Unit Price Adjustment	“A” Week ending on	“B” Week ending on	Unit Price Adjustment Effective Date
1	April 13, 2012	July 27, 2012	August 1, 2012
2	July 27, 2012	August 3, 2012	As indicated at “Method of Calculating Unit Price Adjustments”
	Sequential weekly periods, up to and including July 18, 2015	Sequential weekly periods, up to and including July 24, 2015	Sequential weekly periods, as indicated at “Method of Calculating Unit Price Adjustments”, up to and including July 31, 2015

The per litre “A” date values for the week ending April 13, 2012 are:

**Heating Oil, Type 1 - Oil Buyers' Guide (OBG)**

DESIGNATED CENTRE	PRODUCT	VALUE(Canadian \$ per litre)
*Montreal, Quebec	Stove	\$0.9145

To ensure fairness to all Suppliers, the Green Fund duties and fees AEE that will be added to Ultramar OBG posted price must be clearly identified.

\*the Quebec Green Fund duties and fees AEE, in the amount of \$0.0118 will be added to the OBG posted price for Ultramar, OBG Publication for Stove Oil, Montreal.

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

Page 1 of/de 4

File No. - N° de  
E60HL-2-5000

**SACC CLAUSES**

D5540C QAC Q-Requirements ISO 9001:2008 Quality Management Systems-Requirements (QAC Q)  
D5510C Quality Assurance Authority (DND) - Canadian-based Contractor, or  
D5515C Quality Assurance Authority (DND) - Foreign-based and United States Contractor  
B5001C Procedures for Design Change/Deviations - (select Option 2)  
A1030C Technical Authority ( = QETE 3-3)

**1. DESIGN WAIVER**

The Design Waiver Procedure as defined in National Defence Standard D-02-006-008/SG-001 (using DND form 675) shall apply to the Standing Offer (SO).

**2. ACCESS TO FACILITIES AND DOCUMENTS**

In addition to SACC clauses 2010A 08 and D5510C, the following clauses shall apply:

Throughout the course of the Standing Offer, and with at least 24 hours advance notice, the Contractor, including his/her subcontractors and agents, shall 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 his/her subcontractors and agents, require that subcontractors and agents meet all DND requirements 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.

**3a. TEST VALIDATION**

The purpose of test validation is to validate the capability of the Contractor's testing facility. The Contractor providing aviation turbine fuel from a refinery that participates in a recognized proficiency program, such as the International Quality Assurance Exchange Program run by Alberta Innovates - Technology Futures, is not subject to these clauses. For those Contractors and/or refineries that don't participate, the following clauses shall apply:

The Contractor shall collect a sample from the initial batch of each of the products that will be supplied to DND as a result of a call up against the Standing Offer. The Contractor shall split the sample into two equal portions; one portion shall be tested by the Contractor's test facility and the other shall be sent by the Contractor to be tested by a facility meeting one of the following criteria:

- a. a third party laboratory accredited by the Standard Council of Canada (SCC) or other nationally (or internationally) recognized laboratory accrediting body to conduct the tests identified in the product specification(s), or
- b. a third party laboratory which is registered to ISO 9001 or 9002, has implemented a calibration system to ISO 10012-1, and participates regularly in a recognized proficiency testing program for the contracted product(s).

Each portion shall be tested to all requirements detailed in the product specification(s) except tests identified by the specification(s) as qualification tests only.

The Contractor shall, on receipt of the third party test report, compare the results received with those of the Contractor's own test facility. Any deviation, in excess of the reproducibility of the test methods involved, between results obtained by the two test facilities shall be investigated, the cause shall be determined, and any

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

Page 2 of/de 4

File No. - N° de  
E60HL-2-5000

corrective action of the Contractor's facility shall be taken. Documented evidence of investigation and corrective action shall be maintained by the Contractor, and made available to DND upon request.

The Contractor shall repeat test validation at least once on an annual basis. A copy of the test validation results shall be provided to the DND TA and the DND QAA.

The Contractor's test reports for contracted product(s), test report(s) received from the third party laboratory for the same batch(es), reports of any investigations of deviations of results obtained by the two laboratories, and any corrective actions to the Contractor's facility taken shall be made available to the DND QAA upon request.

### **3b. 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 shall obtain, package and ship samples of each grade of aviation fuel to a testing laboratory specified by the DND TA. The Contractor may be requested to perform the task of taking samples under the direction of the DND QAA. The frequency of submissions shall be 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 shall provide access to witness the taking of these samples with a minimum of two weeks notice from the Contractor. The minimum sample size shall be 3.8 litres.

#### **Sample Container**

Samples shall be taken in an epoxy coated can suitable for thermal stability testing as defined in ASTM D 4306. Note: A potential source of supply for a 4 L can in Canada 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.

#### **Sampling Point - Into-Plane**

The sample to be submitted for testing shall be taken during flow from a refueller or aircraft-servicing unit downstream of the unit filtration vessel. Servicing equipment to be sampled shall be rotated to ensure that all servicing units are sampled.

#### **Laboratory Tests Required**

The analysis of aviation turbine fuel samples submitted to the testing laboratory shall consist of:

- a. flash point, freezing point and thermal stability in accordance with the applicable standard: CAN/CGSB 3.23 (latest edition) or CGSB 3.24 (latest edition), and
- b. lubricity in accordance with ASTM D 5001 (latest edition).

A copy of the laboratory test results shall be sent to the DND TA by the Contractor. If a sample fails one of these tests, it shall be the responsibility of the Contractor to notify his/her agent(s). The Contractor shall investigate the cause of failure, take remedial action, and maintain pertinent documentation. Documented evidence of both the investigation and rectification shall be submitted to both the DND TA and the DND QAA by the Contractor.

### **4. QUALITY CONTROL OF PRODUCT**

#### **Into-Plane**

The Contractor shall assure, through appropriate implementation of requirements of the Canadian Forces Standard D-82-002-007/SG-001 "Technical Requirements For Process For Suppliers Of Aviation Fuels" (latest edition), as well as the Canadian Standards Association standard CSA B836 "Storage, Handling and Dispensing

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

Page 3 of/de 4

File No. - N° de  
E60HL-2-5000

of Aviation Fuels at Aerodromes" (latest edition), that only fuel meeting the standing offer is delivered into-plane to DND aircraft.

Special consideration shall be taken to comply with CSA B836-05 para 5.11 Long-term fuel storage.

#### **4.1 PRE-AWARD REQUIREMENT**

##### **Into-Plane**

The DND TA and/or the DND QAA, at their discretion, shall be provided access to conduct pre-award surveys of the Offeror's process(es) and facility(ies) to ensure they meet the requirements of the Canadian Forces Standard D-82-002-007/SG-001 "Technical Requirements For Process For Suppliers Of Aviation Fuels" (latest edition), as well as CSA B836 "Storage, Handling and Dispensing of Aviation Fuels at Aerodromes (latest edition). Access to the Offeror's agent's facilities must also be made available on the same basis.

#### **5. DELIVERY VERIFICATION**

For all aviation fuel deliveries to CF facilities and/or pick-ups by CF units (aircraft, tank truck, rail car, and/or barge), the Contractor shall provide standard commercial bill of lading (release note), delivery slips or printed metered tickets, as applicable. If an automated invoice system does not permit attachment of the delivery slips to the invoices without special handling, delivery slips shall be provided upon request.

##### **Into-Plane**

Delivery slips or printed metered tickets shall state the Fuel Electrical Conductivity in picosiemens per metre (pS/m).

#### **6. DELIVERY CONDITIONS**

##### **Filtration**

Fuel shall be dispensed through a filtration system conforming to EI 1581 (latest edition) and /or EI 1583 (latest edition).

##### **Into-Plane**

- a. The Contractor's refueller shall have a pumping capacity for pressure refuelling of aircraft from 500 to 2275 litres/minute.
- b. Delivery shall be available 24 hours per day, 7 days per week including holidays. The Contractor shall:
  - (1) refuel DND aircraft within thirty (30) minutes of notification and aircraft arrival,
  - (2) immediately refuel DND aircraft at time of aircraft arrival when given a minimum of thirty (30) minutes of notification, or
  - (3) refuel DND aircraft at another mutually agreed upon time.
- c. The product shall be provided, on the same basis as to the Department of National Defence, to the following:
  - (1) North Atlantic Treaty Organization (NATO) aircraft (including E-3A and Trainer Cargo Aircraft (TCA) from Geilenkirchen Germany),
  - (2) British Commonwealth aircraft,
  - (3) the following United States agencies' aircraft:
    - (a) Federal Aviation Administration (FAA), and
    - (b) National Aeronautics and Space Administration (NASA),
  - (4) aircraft on Open Skies Treaty flights (having aircraft identification (call sign) starting with "OSY"), and

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

Page 4 of/de 4

File No. - N° de  
E60HL-2-5000

(5) Canadian Forces pilots of the following aircraft:

(a) Bell 206B Jet Ranger, Registration Numbers (Portage la Prairie): CFTHA-301, CFTHB-302, CFTHC-303, CFTHJ-304, CFTHK-305, CFTHL-306, CFTHM-307, CFTHN-308, CFTHP-309, CFTHQ-310, CFTHR-311, CFTHV-312, CFTHW-313, CFTHX-314, and

(b) Beechcraft BE 90 King Air, Registration Numbers (Portage la Prairie): C-FMFQ, C-FMFR, C-FMFS, C-FMFU, C-FMFX, C-FMFY, C-FMFZ, and (Trenton) C-GDVF-208 and C-GDNH-209.

d. DND 412 Squadron VIP flights shall be given preferred customer priority.

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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, Bidders 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.