

**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> PLANE AVIATION FUELS	
<b>Solicitation No. - N° de l'invitation</b> E60HL-120050/D	<b>Date</b> 2013-04-12
<b>Client Reference No. - N° de référence du client</b> E60HL-120050	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HL-654-62577
<b>File No. - N° de dossier</b> hl654.E60HL-120050	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-05-09</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacLeod, Bobbi	<b>Buyer Id - Id de l'acheteur</b> hl654
<b>Telephone No. - N° de téléphone</b> (819)956-3949 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	AS INDICATED ON CUSTOMER DEPARTMENT REQUISITIONS	I - 1	AS INDICATED ON CUSTOMER DEPARTMENT REQUISITIONS.



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
10	INTO PLANE AVIATION FUELS NMSO FOR THE PROCUREMENT OF INTO-PLANE AVIATION FUELS. ON AN AS AND WHEN REQUIRED BASED FROM JUNE 1, 2012 TO MAY 31, 2014	D - 1	I - 1	1	Each	\$	\$		See Herein	

**This cancels and supersedes in part (for the requirements indicated) the previous Request for Standing Offer (RFSO) HL.E60HL-120050/A dated 5 March 2012, which closed on 20 April 2012 at 2:00 p.m. EDT, and RFSO HL.E60HL-120050/B dated 05 May 2012, which closed on 07 June 2012 at 2:00 p.m. EDT, and RFSO HL.E60HL-120050/C dated 25 October 2012, which closed on 19 November 2012 at 2:00 p.m. EST.**

## **TABLE OF CONTENTS**

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

1. Introduction
2. Summary
3. Debriefings

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

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Improvement of Requirement During Solicitation Period
4. Enquiries - RFSO
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. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional 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. Additional Plane Services
12. Communications Notification

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

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

Solicitation No. - N° de l'invitation

E60HL-120050/D

Amd. No. - N° de la modif.

File No. - N° du dossier

hl654E60HL-120050

Buyer ID - Id de l'acheteur

hl654

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

E60HL-120050

CCC No./N° CCC - FMS No/ N° VME

---

**List of Appendices:**

- Appendix "A" Main Requirements
- Appendix "B" Consumption Report
- Appendix "C" Basis of Payment
- Appendix "D" DND Inspection and Supplementary Conditions of Supply
- Appendix "E" RCMP Supplementary Conditions of Supply

## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts :

- (i) Part I - 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 instruction clauses and conditions applicable to 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 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 terms and conditions;

Part 6B: includes the clauses or conditions which will apply to any contract resulting from a "call-up" made pursuant to the Standing Offer .

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

### 2. Summary

#### 2.1 Requirement

The supply of aviation fuels into plane as detailed at Appendix "A" attached hereto as and when requested by the Requisitioning Authority from *date of issuance of standing offer up to and including May 31, 2014*.

#### 2.2 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).

Solicitation No. - N° de l'invitation

E60HL-120050/D

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl654

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

E60HL-120050

File No. - N° du dossier

hl654E60HL-120050

CCC No./N° CCC - FMS No/ N° VME

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### **2.3 Delivery Requirements**

Any resulting Standing Offer(s) is for delivery requirements to locations all across Canada including land claim settlement areas.

### **2.4 Code of Conduct and Certifications**

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 (2013/03/21).

### **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 RFSO by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>

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).

2006 (2013/03/21) 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 twenty (120) days

#### 1.1 Canadian General Standards Board - Standards

A copy of the CGSB standard(s) referred herein may be purchased from:

Canadian General Standards Board Sales Centre  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec

Telephone: 819-956-0425 or 1-800-665-CGSB (Canada only)

Fax: 819-956-5644

E-mail: [ncr.cgsb-ongc@pwgsc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)

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

### 2. Submission of Offers

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

### 3. 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.

### 4. Enquiries - Request for Standing Offers

Solicitation No. - N° de l'invitation

E60HL-120050/D

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl654

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

E60HL-120050

File No. - N° du dossier

hl654E60HL-120050

CCC No./N° CCC - FMS No/ N° VME

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All enquiries must be submitted in writing to the Standing Offer Authority at least **(10)** ten calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 by the laws in force in *the province of 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.

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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>).

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

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. Corporate Quality Plan:

The Offeror must provide the following information to the Standing Offer Authority within five (5) working days of the request or as specified by the Standing Offer Authority in the notice.

The Corporate Quality Plan (CQP) must outline general quality control procedures that will be followed by the Offeror and its representatives following issuance of the Standing Offer. These guidelines should be prepared in accordance with the latest issue of ISO 10005:2005. The CQP will form part of the Offeror's offer and cover, at a minimum, the following:

- (1) Location of the refinery,
- (2) Location of the plant/terminal (if applicable),
- (3) Refinery testing process;
- (4) Blending tanks description;
- (5) Type of transport; Mode of transportation and transporter
- (6) Transport, cleaning and inspection procedure;
- (7) Transport change of service procedure;
- (8) Agent/Into plane facility description (if applicable),

- (9) Inspection before loading;
- (10) Inspection after loading;
- (11) Name of laboratory conducting the quality control testing; and,
- (12) Location of point of injection of additives (if applicable).
- (13) Name of Corporate Quality Assurance Manager

Where the Offeror does not currently meet the above CQP requirements, the quality guidelines must detail how the supplier intends to meet the requirements prior to the issuance of any Standing Offer.

The Corporate Quality Plan will be evaluated by DND's Quality Engineering Test Establishment (QETE) to assess the contractor's technical compliance to the requirements of Canadian Forces Technical Order D-82-002-007/SG-001 and CSA-B-836.

#### **B. Quality Control of Product**

The Department of National Defence must be provided access to conduct pre-award surveys of the Offerors' facility(ies). This pre-award survey is optional and depends on the completeness of the required Corporate Quality Plan. Compliance of the Offeror's facilities and processes with DND specification D-82-002-007/SG-001 "Technical Requirements for Process Control for Suppliers of Aviation Fuels" (latest edition) and CSA B-836 "Storage Handling and Dispensing of Aviation Fuels at Aerodromes" (latest edition) is a requirement of the standing offer.

#### **C. Consolidated Requirements 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 shall quote a unit price applicable to the entire consolidated requirement.

An offer contingent on supplying only a portion of a consolidated requirement, will not be considered. Conditional offers based on supplying one or more groups of requirements are not permitted.

#### **D. Alternate Products**

i.) If no offer is received for "Aviation turbine fuel (grade Jet A-1) with/FSII CAN/CGSB-3.23-2012 Carbureacteur d'aviation (grade Jet A-1) avec/FSII CAN/CGSB-3.23-2012" as stated in Appendix "A", then Canada, at its sole discretion, may consider offers for the following alternate products:

<i>Requested Product</i>	<i>Alternate Product</i>	<i>Alternate Product</i>
<b>Preference 1</b>	<b>Preference 2</b>	<b>Preference 3</b>
Can/CGSB-3.23-2012	Can/CGSB-3.23-2012	Can/CGSB-3.23-2012
Aviation Turbine fuel (grade Jet A-1)	Aviation Turbine fuel	Aviation Turbine fuel
With FSII	(grade Jet A-1)	(grade Jet A)

Alternate Product with order of Preference 2 will only be considered if no offer is received for the Requested Product with order of Preference 1. Alternate Product with order of Preference 3 will only be considered if no offer is received for the products preceding it in order of preference.

ii.) If no offer is received for "Aviation turbine fuel (grade Jet A-1) CAN/CGSB-3.23-2012 Carbureacteur d'aviation (grade Jet A-1) CAN/CGSB-3.23-2012" as stated in Appendix "A", then Canada, at its sole discretion, may consider offers for the following alternate product:

*Requested Product**Alternate Product***Preference 1****Preference 2**

Can/CGSB-3.23-2012

Can/CGSB-3.23-2012

Aviation Turbine fuel (grade Jet A-1)

Aviation Turbine fuel (grade Jet A)

Alternate Product with order of Preference 2 will only be considered if no offer is received for the Requested Product with order of Preference 1.

If applicable, the Offeror must insert the alternate product description and unit price in Appendix "A".

**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 unit price for each consolidated requirement (product type with the same delivery method, within a zone (geographical area)) they wish to compete for.

**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**

For all consolidated requirements, the firm unit prices quoted must be in Canadian dollars per litre of fuel and must not exceed four decimal places as detailed in Appendix "C", Basis of Payment.

**c. Unit Price Adjustments**

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

**I Price Adjustment Method**

The Offeror is requested to select one of the following Price Adjustment Methods in its offer. Offerors are to indicate their choice on a per item basis in Appendix A.

**Preference 1:** Reference Marker as shown in Part 3, Section II c. II.

**Preference 2:** Posted Price at time of delivery

Price Adjustment Method with order of Preference 2 will only be considered if no offer is received for the requested Price Adjustment Method with order of Preference 1.

In the event that the Offeror fails to select a Price Adjustment Method for an offered item in Appendix A, Reference Marker will be the Price Adjustment Method for that item.

**II 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 "NYH".

Solicitation No. - N° de l'invitation  
E60HL-120050/D

Amd. No. - N° de la modif.  
E60HL-120050

Buyer ID - Id de l'acheteur  
hl654

Client Ref. No. - N° de réf. du client  
E60HL-120050

File No. - N° du dossier  
hl654E60HL-120050

CCC No./N° CCC - FMS No/ N° VME

- b) The unit prices shown at Appendix "A", for requirements in the provinces of Manitoba, Saskatchewan, Alberta, and the Northwest Territories are subject to adjustment using the Reference Marker "USGC".
- c) The unit prices shown at Appendix "A", for requirements in the province of British Columbia and the Yukon Territory, are subject to adjustment using either Reference Marker "USGC" or "LA PIPELINE" See Appendix "C", clause entitled "BASIS FOR UNIT PRICE ADJUSTMENTS".

The Offeror must select only one Reference Marker in its offer(s), either "USGC" or "LA PIPELINE". Offerors must indicate the Reference Marker that applies to its offer(s) by inserting an X in the space provided below.

USGC \_\_\_\_\_ LA PIPELINE \_\_\_\_\_

**III Price Change Effective Day:**

After the initial price change, which comes into effect on date of issuance of standing offer, all subsequent price changes will come into effect at 12:01 AM on the day selected by the Offeror below.

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

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

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

**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.

Solicitation No. - N° de l'invitation

E60HL-120050/D

Amd. No. - N° de la modif.

File No. - N° du dossier

hl654E60HL-120050

Buyer ID - Id de l'acheteur

hl654

CCC No./N° CCC - FMS No/ N° VME

E60HL-120050

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**e. Financial Capability**

**SPECIFIC CLAUSE INCORPORATED BY REFERENCE**

<b>SACC ID</b>	<b>Title</b>	<b>Date</b>
M9033T	Financial Capability	2011-05-16

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 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 Evaluation Criteria

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

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

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

##### 1.1.2 Alternate Products

A. If no responsive offer is received for Can/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A-1) with FSII then Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate products:

- 1. Can/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A-1)
- 2. Can/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A)

If Canada receives a responsive offer for Can/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A-1) with FSII then any offers for the alternate products will not be considered. Alternate product 2 will only be considered if no offer is received for alternate product 1.

B. If no responsive offer is received for Can/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A-1) then Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate product:

- 1. Can/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A)

If Canada receives a responsive offer for Can/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A-1) then any offers for the alternate product will not be considered.

### 1.2 Financial Evaluation

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

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

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

Solicitation No. - N° de l'invitation

E60HL-120050/D

Amd. No. - N° de la modif.

File No. - N° du dossier

hl654E60HL-120050

Buyer ID - Id de l'acheteur

hl654

CCC No./N° CCC - FMS No/ N° VME

E60HL-120050

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

**1.2.3** The evaluated price will be the quoted unit price.

**1.2.4 Price Adjustment Method**

The unit prices shown at Appendix A are subject to adjustment using Reference Marker as shown at Part 3, Section II c II, Reference Marker.

If no offer is received accepting Reference Marker then Canada, at its sole discretion, may consider offers for the following alternate Price Adjustment Method:

**Posted Price at time of delivery**

**2. Basis of Selection**

An offer must comply with all requirements of the Request for Standing Offers and meet all the mandatory 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. Each consolidated requirement will be issued to one supplier only.

## 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 the Offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Mandatory Certifications Required Precedent to Issuance of a 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 (2013-03-21), 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 Standing Offer

The certifications listed below should be submitted with the offer, but may be completed and submitted afterwards. If any of these required certifications is not completed or 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 for Employment Equity (FCP-EE) requires that some offerors 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 is subject to the FCP-EE, evidence of its commitment must be provided before the issuance of a standing offer.

Offerors who have been declared ineligible contractors by Human Resources and Social 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. Offerors 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-EE for a reason other than the reduction of their workforce. Any offer from ineligible contractors 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-EE, 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. The form can be found on the following Service Canada Website:

<http://www1.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>

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3. The Offeror certifies its status with the FCP-EE, as follows:

The Offeror:

- (a) ( ) is not subject to the FCP-EE, having a workforce of less than 100 permanent full or part-time employees in Canada,
- (b) ( ) is not subject to the FCP-EE, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c) ( ) is subject to the requirements of FCP-EE, having a workforce of 100 or more permanent full or part-time employees 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-EE, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared ineligible contractor by HRSDC).

Further information on the FCP-EE is available on the following HRSDC Website:  
<http://www.hrsdc.gc.ca/en/gateways/topics/wzp-gxr.shtml>

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement 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.

This Standing Offer may be used for destinations across Canada, including Comprehensive Land Claims Settlement Areas located in Yukon, Northwest Territories and Quebec.

##### 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 Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>

##### 2.1 General Conditions

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

2005 (2012/11/19), General Conditions - Standing Offers - Goods or Services, subsection 06  
Withdrawal is amended as follows:

Delete: thirty (30) days

Insert: sixty (60) days

##### 2.2 Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods 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 are provided during a given period, the Offeror must provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

1st quarter: April 1, to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th 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.

**3. Term of Standing Offer**

**3.1 Period of Standing Offer**

The period for making call-ups against the Standing Offer is from date of issuance of standing offer to May 31, 2014 inclusive.

**4. Authorities**

**4.1 Standing Offer Authority**

The Standing Offer Authority for the Standing Offer is:

**Bobbi MacLeod**  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
Logistics, Electrical, Fuel and Transportation Directorate  
7A2 Portage III  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone: 819-956-3949  
Facsimile: 819-956-5227  
E-mail address: bobbi.macleod@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 Requisitioning Authority.

**4.2 Call-up Authorities**

The Call-up Authorities for the Standing Offer are identified in the call-up against the Standing Offer.

The Call-up Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

**4.3 Offeror's Representative**

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

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

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

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

**5. Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer are the representatives from the Departments specified at Appendix "A".

This NMSO 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 using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic 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 which appear on the list, the wording of the document which first appears on the list has priority over the wording of any document which subsequently appears on the list.

- A. The call-up against the Standing Offer, (including any annexes);
- B. The articles of the Standing Offer;
- C. The general conditions 2005 (2012/11/19) - "Standing Offers - Goods or Services";
- D. The general conditions 2010A (2013/03/21) - "General Conditions - Goods (Medium Complexity)";
- E. Appendix "A", Requirement;
- F. Appendix "C", Basis of Payment;
- G. Appendix "D", DND Inspection and Supplementary Conditions of Supply;
- H. Appendix "E", RCMP Supplementary Conditions of Supply;
- I. Appendix "B" - Consumption Report;
- J. The Offeror's 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 entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority has the right to terminate any resulting contract for default and set aside the Standing Offer.

**10. Applicable Laws**

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

**11. Additional Plane Services**

Solicitation No. - N° de l'invitation

E60HL-120050/D

Amd. No. - N° de la modif.

File No. - N° du dossier

hl654E60HL-120050

Buyer ID - Id de l'acheteur

hl654

CCC No./N° CCC - FMS No/ N° VME

E60HL-120050

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All services additional to basic fuelling, such as Call Out Fees, must be dealt with under a separate requirement outside of this Standing Offer.

## **12. 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 public an announcement related to the issuance of a standing offer.

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## 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 Supplier shall 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 shall 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 will be provided with the invoice.

#### 1.3 Inspection And Supplementary Conditions of Supply

The goods provided shall 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", shall apply to *Department of National Defence* requirements, as stated therein.

The "Supplementary Conditions of Supply" at Appendix "E" apply to Royal Canadian Mounted Police 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 Acceptance

The goods 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 (2013/03/21) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 15 & 16, Payment Period & Interest on Overdue Accounts of 2010A (2013/03/21) 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	2007-11-30
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
D5540C	ISO 9001:2008 -Quality Management Systems - Requirements (QAC Q) (For DND only)	2010-08-16

### 2.3 Defence Contract (for DND only)

When the call-up is made by DND, the resulting contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

## 3. Term of Contract

### 3.1 Delivery Date

Delivery must be made within 24 hours from receipt of a call-up against the Standing Offer unless:

- (i) identified at Appendix "D" or "E"; or
- (ii) otherwise agreed upon by the Contractor and the Identified User Representative.

## 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: \_\_\_\_\_ *(This clause will be inserted if only one credit card is accepted)*

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_. *(This clause will be inserted if more than one credit card are accepted)*

### 4.4. Advance Payment

Payment may be made in advance of the due date where the contractor offers a cash discount for

advance payment and the discount at least offsets the cost to Canada for early payment.

## 5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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;
- d) Product Identification, quantity and price per litre;
- e) Services to be shown as separate item(s);
- f) Taxes and/or levies, if applicable, and shown as a separate item. Should the supplier include any applicable taxes and or levies in the unit price, the amount of each must be indicated on the invoice; and
- g) The eight (8) digit aircraft tail number, type(s) of aircraft, home base, squadron and country of origin;
- h) Any Airport fees shall be separated from the fuel price on the invoices; and
- i) The address where payment is to be sent.

2. Invoices must be distributed as follows:

A) The original and two copies of each invoice are to be made out to the Requisitioning Authority 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 aircraft captain or his/her representative (crewman). It is the responsibility of the Supplier 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 Supplier 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.

Payment may be made in advance of the due date where the supplier's invoice offers a discount for early payment and the discount at least offsets the cost to the government of paying early. Cash discounts for early payment will not be considered in the evaluation of offers.

3. Invoice submission by e-mail is acceptable where authorized by the Standing Offer Authority. E-mail addresses will be provided by the Standing Offer Authority at issuance of Standing Offers.

## 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.

Solicitation No. - N° de l'invitation

E60HL-120050/D

Amd. No. - N° de la modif.

File No. - N° du dossier

hl654E60HL-120050

Buyer ID - Id de l'acheteur

hl654

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

E60HL-120050

CCC No./N° CCC - FMS No/ N° VME

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## 7. Shipping Instructions - DDP

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

**File Number/  
 N° du dossier:** E60HL-120050/D

Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue
Zone: AB102 Aviation turbine fuel (grade Jet A-1) with/FSII CAN/CGSB-3.23-2012	Carbureacteur d'aviation (grade Jet A-1) avec/FSII CAN/CGSB-3.23-2012	Intoplane Serv/ Livre à L'avion	RCMP Edmonton Municipal Airport Edmonton, AB	Aviation/ Aviation	120,000 L	

**Instructions:** See attached RCMP supplementary conditions of supply.  
 Invoices for tail numbers C-GMPE, C-GMPY, C-FMPP, C-GNMK, C-GNSE can be mailed to:  
 air\_services\_edmonton@rcmp-grc.gc.ca/  
 Voir en annexe, conditions supplémentaires d'approvisionnement de la GRC.  
 Les factures pour les numéros de queue C-GMPE, C-GMPY, C-FMPP, C-GNMK, C-GNSE peuvent être envoyés à: air\_services\_edmonton@rcmp-grc.gc.ca

**Total Quantity/  
 Quantité totale** 120,000 L \$

**Requirement Number:** 54 / IP :N° DE BESOIN

**POSTED PRICE AT TIME OF DELIVERY / PRIX AFFICHÉ AU MOMENT DE LA LIVRAISON** OR / OU REFERENCE MARKER / MARQUEUR DE RÉFÉRENCE

Zone: AB102 Gasoline aviation grade 100LL CAN/CGSB-3.25-2004	Essence d'aviation grade 100LL CAN/CGSB-3.25-2004	Intoplane Serv/ Livre à L'avion	RCMP Edmonton Municipal Airport Edmonton, AB	Aviation/ Aviation	5,000 L	
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**Instructions:** See attached RCMP supplementary conditions of supply.  
 Invoices for tail numbers C-GMPE, C-GMPY, C-FMPP, C-GNMK & C-GNSE can be mailed to:  
 air\_services\_edmonton@rcmp-grc.gc.ca/  
 Voir en annexe, conditions supplémentaires d'approvisionnement de la GRC.  
 Les factures pour les numéros de queue C-GMPE, C-GMPY, C-FMPP, C-GNMK, C-GNSE peuvent être envoyés à: air\_services\_edmonton@rcmp-grc.gc.ca

**Total Quantity/  
 Quantité totale** 5,000 L \$

**Requirement Number:** 55 / IP :N° DE BESOIN

**POSTED PRICE AT TIME OF DELIVERY / PRIX AFFICHÉ AU MOMENT DE LA LIVRAISON** OR / OU REFERENCE MARKER / MARQUEUR DE RÉFÉRENCE

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

Zone		Product Code and Delivery Method Code produit et Mode de livraison		Dept Ministère	Location Endroit	Product Name Nom de Produit	Number of call-ups Nombre de commandes	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures
<p><b>PWGSC FILE NO: E60HL-2-0050/000/D</b></p> <p><b>Standing Offer / Offre à commande:</b> E60HL-2-0050/03</p> <p><b>Supplier Name / Fournisseur:</b> Imperial Oil Limited, McColl-Fontenac Petroleum</p>									
Example: PQ831	54/IP	DND	Val D'Or PQ			Jet A-1 with/FSII			
						Jun 1, 2012 - Jun 30, 2012	3	2,000	1,980
						Jul 1, 2012 - Sep 30, 2012	6	4,000	3,850
						Oct 1, 2012 - Dec 31, 2012	2	1,500	1,360
						Jan 1, 2013 - Mar 31, 2013	5	3,500	3,420
						Apr 1, 2013 - Jun 30, 2013	4	3,000	2,800
						Jul 1, 2013 - Sep 30, 2013	8	5,000	4,865
						Oct 1, 2013 - Dec 31, 2013	6	3,800	3,745
						Jan 1, 2014 - Mar 31, 2014	4	3,200	3,110
						Apr 1, 2014 - May 31, 2014	4	3,200	3,110
						Total	42	29,200	28,240
ON021	53/IP	TC	Ottawa ON			Jet A-1			
						Apr 1, 2012 - Jun 30, 2012	5	7,000	7,320
						Jul 1, 2012 - Sep 30, 2012	8	11,000	12,500
						Oct 1, 2012 - Dec 31, 2012	6	7,500	8,100
						Jan 1, 2013 - Mar 31, 2013	5	6,000	6,310
						Apr 1, 2013 - Jun 30, 2013	4	5,000	5,210
						Jul 1, 2013 - Sep 30, 2013	7	8,500	8,930
						Oct 1, 2013 - Dec 31, 2013	6	7,200	7,750
						Jan 1, 2014 - Mar 31, 2014	7	8,300	8,860
						Total	48	60,500	64,980
ON021	54/IP	RCMP	Ottawa ON			Jet A-1 with/FSII			
						Apr 1, 2012 - Jun 30, 2012			
						Jul 1, 2012 - Sep 30, 2012			
						Oct 1, 2012 - Dec 31, 2012			
						Jan 1, 2013 - Mar 31, 2013			
						Jul 1, 2013 - Sep 30, 2013			
						Oct 1, 2013 - Dec 31, 2013			
						Jan 1, 2014 - Mar 31, 2014			
						Total	-	-	-

**\* Ceci est un exemple seulement et ne compromet en rien la Couronne!  
This is for example purposes only and does not commit the Crown to anything.**



**Appendix C - BASIS OF PAYMENT**

File No. - N° de  
E60HL-120050/D

**BASIS FOR UNIT PRICE ADJUSTMENT**

**UNIT PRICES / TAXES**

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

The unit prices quoted shall 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 shall be included in the unit prices.

The unit prices shown at Appendix "A" *exclude* all taxes or levies that may be or are imposed on the sale of the product pursuant to any federal or provincial statute or regulation or territorial ordinance and shall also be *exclusive* of any Fuel Concession Fee and airport fees where applicable. 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 and substantiated by invoice. Canada will pay to the Offeror an amount equal to such tax, levy, Fuel Concession Fee or airport fee where applicable.

*Unit prices quoted at Appendix "A" include all costs associated with the regular delivery of fuel into aircraft, during normal working hours, at designated locations. All other services, unless otherwise specifically provided for herein by her Majesty, shall require prior authorization by the pilot to the supplier and shall be dealt with through an arrangement separate from the Standing Offer. An offer received for a requirement on any other basis will not be considered.*

Cost of the into plane fee must be included in unit price quoted at Appendix "A"

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

**1. PRICE ADJUSTMENT METHOD**

Unit prices as shown at Appendix A will be subject to upward or downward adjustment using \_\_\_\_\_ . (Standing Offer Authority will insert either "Reference Marker" Weekly Average or "Posted price at time of delivery" or "As specified in Appendix A", as specified by the Offeror in Appendix A).

**A. POSTED PRICE AT TIME OF DELIVERY**

The firm unit prices as shown in Appendix "A", will be subject to adjustment on the day of delivery. The Offeror's posted price on the day of delivery shall be used.

The reference date for the firm unit prices to be quoted by the Offeror in Appendix "A" is **February 3, 2012**.

**B. REFERENCE MARKER**

**I. 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.



**Appendix C - BASIS OF PAYMENT**

File No. - N° de  
E60HL-120050/D

**II. BASIS FOR UNIT PRICE ADJUSTMENT**

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 month 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.

**AREA OF COVERAGE FOR EACH REFERENCE MARKER**

The unit prices 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 unit prices 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" detailed above.

The unit prices 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.

**METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS**

Firm unit prices shown at Appendix "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 date of issuance of standing offer, 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 unit prices will be calculated as indicated hereunder.

- a) Initial Adjustment: the unit price adjustments effective on date of issuance of standing offer will be equal to the applicable Reference Marker price for the week ending Friday prior to issuance of standing offer ('B' week value) minus the applicable Reference Marker price for the week ending on February 03, 2012 plus the offer price;



**INTOPLANE AVIATION FUEL**

**Appendix C - BASIS OF PAYMENT**

File No. - N° de  
E60HL-120050/D

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 price 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 and;
- 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 " LA PIPELINE" Marker:  
(This is for example purposes only and does not commit the Crown to anything).  
(All prices indicated are for example purposes only)

Related "LA PIPELINE" marker price for week ending November 25, 2011 = \$ 3.0608  
 Related "LA PIPELINE" marker price for week ending February 03, 2012 = \$ 3.0910  
 Bank of Canada official exchange rate for week ending November 25, 2011 = \$ 1.0438 per U.S.dollar  
 Bank of Canada official exchange rate for week ending February 03, 2012 = \$ 0.9997 per U.S.dollar  
 Offer Price = Cdn \$ 1.0254 per litre

Litres in a US gallon = 3.785412

- a)  $(\$ 3.0608 \times \$ 1.0438) / 3.785412 = \$ 0.843993$  rounded to Cdn.\$ 0.8440 per litre
- b)  $(\$ 3.0910 \times \$ 0.9997) / 3.785412 = \$ 0.816310$  rounded to Cdn.\$ 0.8163 per litre
- c) b) minus a) = Cdn \$ -0.0277 per litre
- d) c) + Offer Price = Cdn \$ 0.9977 per litre

**UNIT PRICE ADJUSTMENT SCHEDULE**

Unit prices shall only be adjusted on the relevant *Unit Price Adjustment Effective Date* and shall remain *in effect until the next scheduled Unit Price Adjustment Effective Date*.

UNIT PRICE ADJUSTMENT SCHEDULE			
Unit Price Adjustment	"A" Week ending on	"B" Week ending on	Unit Price Adjustment Effective Date
1	*February 03, 2012	Friday prior to issuance of Standing Offer	Date of issuance of Standing Offer
2 .....	February 03, 2012	Sequential weekly periods, up to and including May 23, 2014	Sequential weekly periods, as indicated at "Method of Calculating Unit Price Adjustments", up to and including May 30, 2014**



## INTOPLANE AVIATION FUEL

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### Appendix C - BASIS OF PAYMENT

File No. - N° de  
E60HL-120050/D

\*The per-litre "A" week values in \$ Canadian per litre for week ending **February 03, 2012** for each Reference Marker are:

<b>NYH</b>	<b>: \$0.8281</b>
<b>USGC</b>	<b>: \$0.8176</b>
<b>LA PIPELINE</b>	<b>: \$0.8163</b>

\*\*Unit prices effective the week of May 26-30, 2014 shall remain in effect until the end of the supply period (May 31, 2014).

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

Page 1 of/de 5

File No. - N° de  
E60HL-120050/D

**1. THESE CLAUSES ARE INCORPORATED BY REFERENCE**

SACC Reference	Section	Date
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16

**2. ACCESS TO FACILITIES**

In addition to 2010A (2013-03-21) - "General Conditions - Goods (Higher Complexity),- section 08, the following clause will apply:

Throughout the course of the Standing Offer, and with at least 24 hours advance notice, the Offeror must provide the DND Quality Engineering Test Establishment (QETE 3-3) and/or Directorate of Quality Assurance (DQA) representative periodic access to their facility to:

- A. to check documentation for fuel receipts and issues;
- B. to verify the Offeror's compliance with the maintenance of records for on-site testing; and
- C. to inspect the Offeror's holding, pumping and fuel delivery system.

**3. TEST VALIDATION**

The Contractor providing aviation turbine fuel to DND from a refinery that participates in a recognized proficiency program, such as the International Quality Assurance Exchange Program run by Alberta Research Council, is not subject to this clause.

For each other Contractor and/or refinery providing aviation turbine fuel to DND under the Standing Offer, the following clauses must apply:

The Contractor must collect a sample from the first batch of each of the products that will be supplied to DND off the Standing Offer. The Contractor must split the sample into two equal portions. One portion shall be tested by the Contractor's test facility. The other must 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 must be tested to all requirements detailed in the product specification(s). The Contractor does not have to conduct tests identified by the specification(s) as qualification tests only. The Contractor does not have to conduct a test on the first batch of product if the above program for sampling and testing has been conducted within six months of the date of the Standing Offer.

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

The Contractor must repeat the above program for sampling and testing at least once on an annual basis. A copy of the correlation test results must be provided to the local QAR responsible for the Contractor.

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

Page 2 of/de 5

File No. - N° de  
E60HL-120050/D

The purpose of this correlation testing is to verify the quality of the contracted product(s) and to validate the capability of the Contractor's testing facility. The test report(s) received from the third party laboratory, the Contractor's test reports for the same batch(es) of contracted product(s), reports of any investigations of deviations of the results obtained by the two laboratories and any corrective actions to the Contractor's facility taken, shall be made available to the QAR on request. Methods involved, must be investigated, the root cause determined and corrective action of the Contractor's facility must be taken.

**3A. AVIATION FUEL SAMPLE SUBMISSION PROGRAM (OPTIONAL FOR THE CONTRACTOR)**

If requested by DND, the Contractor is required to obtain, package and ship samples of each grade of aviation fuel to a testing laboratory as specified by the DND technical authority (TA), QETE 3-3. The Contractor may be requested by the TA to perform the task of taking samples under the direction of the DND quality assurance representative (QAR). The frequency of sample submission must be at the beginning of each contract period and once every twelve months thereafter. DND may choose to change the frequency of sampling with a two months notice. DND QAR must be provided access to witness the taking of these samples, as and when required, with a minimum of two weeks notice from the Contractor. The sample size must be a minimum of 3.8 litres for each grade of fuel handled.

Sampling Point

The sample to be submitted for testing must be taken during flow from a refueler or aircraft-servicing unit downstream of the unit filtration vessel. Servicing equipment to be sampled must be rotated until all servicing units are sampled throughout the course of this program.

Sample Container

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

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.

Laboratory Tests Required

The analyses of turbine fuel samples submitted to the testing laboratory must consist of flash point, freezing point and thermal stability as defined in CAN/CGSB 3.23 latest edition. In addition, there is a requirement to verify the lubricity of the fuel using the BOCLE test as defined in ASTM D 5001. Laboratory test results must be sent to the DND technical authority, QETE 3-3. If a sample fails one of these tests, the Contractor of aviation fuel will be notified by the technical authority while the local agent will be informed by a DND QA representative. The cause of failure must be investigated and remedial action taken.

**4. CORPORATE QUALITY PLAN**

The Offeror must provide the following information to the Standing Offer Authority within five (5) working days of the request or as specified by the Standing Offer Authority in the notice:

The Corporate Quality Plan (CQP) must outline general quality control procedures that will be followed by the Offeror and its representatives following issuance of the Standing Offer. These guidelines should be prepared in accordance with the latest issue of ISO 10005:2005. The CQP will form part of the Offeror's offer and cover, at a minimum, the following:

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

Page 3 of/de 5

File No. - N° de  
E60HL-120050/D

- (1) Location of the refinery,
- (2) Location of the plant/terminal (if applicable),
- (3) Refinery testing process;
- (4) Blending tanks description;
- (5) Type of transport; Mode of transportation and transporter
- (6) Transport, cleaning and inspection procedure;
- (7) Transport change of service procedure;
- (8) Agent/Into plane facility description (if applicable),
- (9) Inspection before loading;
- (10) Inspection after loading;
- (11) Name of laboratory conducting the quality control testing; and,
- (12) Location of point of injection of additives (if applicable).
- (13) Name of Corporate Quality Assurance Manager

Where the Offeror does not currently meet the above CQP requirements, the quality guidelines must detail how the supplier intends to meet the requirements.

The Corporate Quality Plan will be evaluated by DND's Quality Engineering Test Establishment (QETE) to assess the contractor's technical compliance to the requirements of Canadian Forces Technical Order D-82-002-007/SG-001 and CSA-B-836.

**6. CERTIFIED BATCH ANALYSIS (CBA)**

A copy of the certified batch analysis must be available to the Identified User Representative at the delivery point for all batches of fuel delivered to DND.

- a. The DND TA (as per SACC A1030C) requires a copy of the Certified Batch Analysis (CBA) sent to:

QETE 3-3  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Dr.  
Ottawa ON K1A 0K2  
E-mail: AvPOLCBA@forces.gc.ca

- b. The DND QAA responsible for the Contractor (as per SACC D5510C) requires a summary document listing, at a minimum:

- (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.

**7. FUEL ADDITIVES**

When additives, such as FSII, are included in the fuel, they should be detailed in the CBA or release note. If not, the Contractor must provide the volume and/or the concentration of the additives on the delivery slip or metered

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

Page 4 of/de 5

File No. - N° de  
E60HL-120050/D

invoice. Local additive injectors must be calibrated every three months. The Contract must provide evidence that the fuel conductivity is monitored and recorded

**8. QUALITY CONTROL OF PRODUCT**

The Offeror must assure, through appropriate implementation of the requirements of Canadian Forces Standard D-82-002-007/SG-001 "Technical Requirements for Process Control for Suppliers of Aviation Fuels" (latest edition), as well as Canadian Standards Association standard CSA B836 "Storage, Handling and Dispensing of Aviation Fuels at Aerodromes" (latest edition) that only fuel meeting the requirement of the standing offer is delivered into-plane to DND aircraft.

**9. PROCESSES AND FACILITY (IES) FOR SUPPLIERS OF AVIATION FUELS**

Offeror's process(es) and facility (ies) must meet the requirements of Canadian Forces Standard D-82-002-007/SG-001 "Technical Requirements for Process Control for Suppliers of Aviation Fuels" (latest edition), as well as Canadian Standards Association standard CSA B836 "Storage, Handling and Dispensing of Aviation Fuels at Aerodromes" (latest edition).

**10. DELIVERY VERIFICATION**

Aviation Turbine Fuel deliveries to CF units and/or pick-ups by CF units will 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 concentration and the Fuel Conductivity in picosiemens per metre (ps/m).

**11. DELIVERY CONDITIONS**

- (a) High Consumption Periods:  
The Contractor must be prepared to meet the demands of high consumption for " Air Show " and military exercises. The maximum estimated quantities indicated at Appendices "A" and "F" already include the quantities for the "Air Shows" and the "Military Exercises".
- (b) The Contractor's refueller shall have a pumping capacity for pressure refuelling of aircraft from 800 to 2275 litres/minute.

**12. AIR SHOWS AT AIRPORTS**

Locations and dates of air shows will be provided separately.

**13. INTO PLANE SERVICE**

The product will be provided to all NATO aircrafts (including E-3A and Trainer Cargo Aircraft (TCA) aircraft from Geilenkirchen Germany), British Commonwealth countries and the following U.S. Agencies: Federal Aviation Administration (FAA), NASA aircraft and Open Skies Treaty nations aircraft on the same basis as the issues to The "Open Skies Treaty" includes the following nations: Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canada, the Czech Republic, Denmark, Finland, France, the Republic of Georgia, Germany, Greece, Hungary, Iceland, Italy, Latvia, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, Russia, the Slovak Republic, Slovenia, Spain, Sweden, Turkey, Ukraine, the United Kingdom and the United States.

Each state that has signed the Treaty on Open Skies conducts an agreed number of annual observation flights over the territory of other states that have also signed the treaty. Observation flights can follow any flight plan the visiting country chooses, and are conducted a minimum of 24 hours after the visiting country presents the flight

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

Page 5 of/de 5

File No. - N° de  
E60HL-120050/D

plan to the host country. The visiting country normally uses its own aircraft, with personnel from the host country aboard with the crew.

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

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
- (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.

14. **FOR REQUIREMENT NUMBER ON021 54/IP**

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

15. **FOR THE CONSIGNEE-ACTUAL CONSUMPTION**

Actual consumption must be monitored at base level. When 75% of the product is consumed, DLP 9-3-3-3, Rachel Beaudoin must be informed so that, if needed, an amendment to the Standing Offer (SO) may be initiated.

**APPENDIX E  
SUPPLEMENTARY CONDITIONS OF SUPPLY  
RCMP**

Page 1 of/de 1

File No. - N° de  
E60HL-120050/D

1. **FOR REQUIREMENT NUMBER (AB221 54/IP, AB102 54/IP, AB102 55/IP, AB011 54/IP, AB031 54/IP, AB031 55/IP, AB171 54/IP, AB121 54/IP, SK241 54/IP, SK121 55/IP, SK161 54/IP, SK161 55/IP, NT061 54/IP, NT101 54/IP, MB159 54/IP, MB001 54/IP, MB001 55/IP, NT081 54/IP, MB131 54/IP)**
- A) The Contractor must provide 24 hours a day, 7 day week service including holidays. A contact number must be provided, at time of issue of standing offer, that the RCMP can call 24 hours a day, 7 day week including holidays for deliveries.
- B) Invoices must be sent to the addresses associated with the tail # of each aircraft, as follows:

<b>Tail Numbers:</b>	<b>Invoicing Address:</b>
C-GMPE Pilatus PC 12/47 C-GMPY Pilatus PC 12/45 C-FMPP B3 Helicopter C-GNMK Cessna 210 C-GNSE Cessna 206	RCMP Air Section – Edmonton Attention: Accounts Clerk Hangar #7, 11840 – 109th Street Edmonton, AB T5G 2T8
C-FMPE Pilatus PC 12 C-GHVP Cessna 210 C-GMPA Pilatus NG PC12	RCMP Air Section – Regina Attention: Marilyn Hedstrom Bag 2500 Regina, SK S4P 3K7
C-FMPK	RCMP Air Section – Thompson Attention: Accounts Clerk P.O. Box 1235 Thompson, MB R8N 1P1
C-GMPP C-FSWC	RCMP Air Section – Winnipeg 145 West Hangar Road Winnipeg MB R3J 3Z1
C-GMPX	RCMP Air Section – Yellowknife 5010 – 49th Avenue Bag 5000 Yellowknife NT X1A 2R3