

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Fuel & Construction Products Division

11 Laurier St./11, rue Laurier

7A2, Place du Portage, Phase III

Gatineau, Québec K1A 0S5

Title - Sujet NMSO INTO-PLANE AVIATION FUELS	
Solicitation No. - N° de l'invitation E60HL-140050/C	Date 2014-06-12
Client Reference No. - N° de référence du client E60HL-140050	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-654-65252
File No. - N° de dossier hl654.E60HL-140050	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-07-24	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: MacLeod, Bobbi	Buyer Id - Id de l'acheteur hl654
Telephone No. - N° de téléphone (819)956-3949 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

This cancels and supersedes in part (for the requirements indicated) the previous Request for Standing Offer (RFSO) E60HL-140050/A dated 07 March 2014, which closed on 22 April 2014 at 2:00 p.m. EDT and RFSO E60HL-140050/B dated 06 May 2014, which closed on 02 June 2014 at 2:00 p.m. EDT.

TABLE OF CONTENTS

TITLE

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. Improvement of Requirement During Solicitation Period
5. Enquiries - Request For Standing Offers
6. 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 Required Precedent to Issuance of a Standing Offer

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability
2. Insurance Requirements

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Instrument
8. Limitation of Call-ups
9. Priority of Documents
10. Certifications
11. Applicable Laws
12. Fixed Base Operations
13. Additional Plane Services

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
8. Federal Contractors Program for Employment Equity - Default by the Contractor

List of Appendices:

- Appendix A - Main Requirements
- Appendix B - Basis of Payment
- Appendix C - Consumption Report
- Appendix D - DND Inspection and Supplementary Conditions of Supply
- Appendix E - RCMP Supplementary Conditions of Supply
- Appendix F - Environmental Attributes
- Appendix G - Federal Contractors Program for Employment Equity - Certification

TITLE INTO PLANE AVIATION FUEL

PART 1 - GENERAL INFORMATION

1. Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Appendices include appendix "A" Main Requirements, appendix "B" Basis of Payment, appendix "C" Consumption Report, appendix "D" DND Inspection and Supplementary Conditions of Supply, appendix "E" RCMP Supplementary Conditions of Supply, appendix "F" Environmental Attributes, and appendix "G" Federal Contractors Program for Employment Equity - Certification.

2. Summary

2.1 Requirements

To supply aviation fuels into plane, including the provision of, or access to, fixed base operations at each location, to various Federal departments across Canada as detailed at Appendix "A" and Appendix "F" attached hereto; as and when requested by the Identified User, during the period of June 1, 2014 up to and including May 31, 2016.

2.2 Code of Conduct and Certifications

Pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

2.3 Trade Agreements

This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement and the Agreement on Internal Trade (AIT).

2.4 Delivery Requirements

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

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2006 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

2. Canadian General Standards Board - Standards

A copy of the CGSB standards referred to herein may be purchased from:

Canadian General Standards Board Sales Centre

Place du Portage III, 6B1

11 Laurier Street

Gatineau, Québec

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

Fax: 819-956-5644

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

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

3. Submission of Offers

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

4. Improvement of Requirement During Solicitation Period

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

5. Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in 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(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

6. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)
 Section II: Financial Offer (1 hard copy)
 Section III: Certifications (1 hard copy)

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

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

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

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

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

. To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

A. Consolidated Requirement and Zones

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

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

B. Alternate Products

Offerors may propose alternate products for the consolidated requirements identified at Appendix A.

i.) 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 products:

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.

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Appendices "A", and "B", Basis of Payment. The total amount of applicable taxes must be shown separately.

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

A. Unit price

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

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

The price for provision of fixed base operations must be included in the unit price quoted at Appendix "A". See Part 7 A for a description of the fixed base operations requirement.

B. Exchange Rate Fluctuation

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

C. Unit Price Adjustments

Firm unit prices per litre for consolidated requirements, shown at Appendix "A", will be subject to weekly upward or downward adjustments as detailed below.

I Reference Marker

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

b) The unit prices shown at Appendix "A" for consolidated requirements in the provinces of Manitoba, Saskatchewan, Alberta, and the Northwest Territories will be subject to adjustment using the Reference Marker "USGC".

c) The unit prices shown at Appendix "A" for consolidated requirements in the province of British Columbia and the Yukon Territory, will be subject to adjustment using either Reference Marker "USGC" or "LA PIPELINE". See Appendix "B", clause entitled "BASIS

FOR UNIT PRICE ADJUSTMENTS". The Offeror must select only one Reference Marker, 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 _____

d) The unit prices shown at Appendix "A" for Gasoline Aviation Grade 100LL consolidated requirements will be subject to adjustment using the reference marker "premium unleaded" in the Oil Buyers Guide.

The designated centre for requirements in Quebec is Montreal.

The designated centre for requirements in Ontario is Toronto.

The designated centre for requirements in Manitoba, Saskatchewan and Alberta is Edmonton.

The designated centre for requirements in British Columbia is Vancouver.

II Reference Marker Adjusted Price Effective Day:

After the initial price change, which comes into effect on June 1, 2014, all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

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

NYH, LA PIPELINE and USGC, Monday to Friday Average effective And / Or OBG Published Friday	12:01AM Mon.	12:01AM Tues.	12:01AM Wed.	12:01AM Thu.	12:01AM Fri.
	-----	-----	-----	-----	-----

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

III Alternative Price Adjustment Method

The Offeror may propose "Posted Price at time of Delivery", with or without discount, as the Price Adjustment Method in its offer. The Offeror will insert the alternative price adjustment method in Appendix "A" wherever applicable.

"Posted Price at time of delivery" Price Adjustment Method will only be considered if no offer is received for the requested Reference Marker Price Adjustment Method for a given consolidated requirement.

D. Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Technical Evaluation

Offers must contain all the technical information requested in the Request for Standing Offer to enable a full and complete evaluation.

1.1.1 Mandatory Technical Criteria

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

- a) The Offeror must complete the certification of conformance in Part 5.

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

1.1.2 Alternate Products

Offerors may propose alternate products to the consolidated requirements shown at Appendix "A".

A. 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

The price offered will be evaluated in Canadian dollars, Canadian customs duties included, Incoterms 2000 "DDP Delivered Duty Paid. Applicable taxes excluded.

1.2.1 Mandatory Financial Criteria

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

- a) The Offeror must complete Appendix B in full in accordance with the Basis of Payment.

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

1.2.2 Evaluated Price

The evaluated price will be the unit price per litre offered for each consolidated requirement.

1.2.3 Price Adjustment Method

Solicitation No. - N° de l'invitation

E60HL-140050/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl654

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

E60HL-140050

File No. - N° du dossier

hl654E60HL-140050

CCC No./N° CCC - FMS No/ N° VME

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

If no offer is received based on 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 the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price per consolidated requirement will be recommended for issuance of a Standing Offer.

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 and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's website](#).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

2. Certificate of Conformance

The Offeror certifies herein that the products offered conform and will continue to conform with the specifications in Appendix A Requirement during the period of the Standing Offer.

Solicitation No. - N° de l'invitation

E60HL-140050/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl654

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

E60HL-140050

File No. - N° du dossier

hl654E60HL-140050

CCC No./N° CCC - FMS No/ N° VME

Signature

Date

Solicitation No. - N° de l'invitation

E60HL-140050/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl654

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E60HL-140050

hl654E60HL-140050

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

1. Financial Capability

SPECIFIC CLAUSE INCORPORATED BY REFERENCE

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

2. Insurance Requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to supply aviation fuels into plane, including the provision of, or access to, fixed base operations at each location, to various Federal departments across Canada as detailed at Appendix "A" as and when requested by the Identified User.

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 any Comprehensive Land Claim Settlement Areas.

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.

1.2 Product Standard

The product delivered by the Contractor 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".

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

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

3.1 General Conditions

2005 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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

Delete: thirty (30) days

Insert: sixty (60) days

3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

1st and 5th quarter: April 1 to June 30;
 2nd and 6th quarter: July 1 to September 30;
 3rd and 7th quarter: October 1 to December 31;
 4th and 8th quarter: January 1 to March 31.

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

4. **Term of Standing Offer**

4.1 **Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from June 1, 2014 up to and including May 31, 2016.

5. **Authorities**

5.1 **Standing Offer Authority**

The Standing Offer Authority 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 Identified User.

5.2 **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.

5.3 **Offeror's Representative**

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

6. Identified Users

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

The Standing Offer will be open for use by any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11 upon request to the Standing Offer Authority.

7. Call-up Instrument

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

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 1,000,000.00 (Applicable Taxes included).

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014-03-01), General Conditions - Goods (Medium Complexity)
- e) Appendix A, Requirement;
- f) Appendix B, Basis of Payment;
- g) Appendix D, DND Inspection and Supplementary Conditions of Supply;
- h) Appendix E, RCMP Supplementary Conditions of Supply;
- i) Appendix C, Consumption Report
- j) the Offeror's offer dated _____ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable).

10. Certifications

10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if 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.

10.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

11. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. *(Insert the name of the province or territory as specified by the offeror in its offer, if applicable).*

12. Fixed Base Operation

The offeror must provide at issuance of the standing offer an insulated office building or an equivalent ATCO type trailer at the airport proper located within approximately 150 meters of the aircraft parking location. The insulated office building must be heated, lighted and ventilated. The office building must include washroom facilities complete with a flush toilet, lavatory and mirror. The offeror must maintain a supply of paper towels and toilet tissue. The office building must be of sufficient size to accommodate a workstation for aircraft personnel. The workstation must be furnished with a desk and a chair. A telephone, as well as a facsimile machine, must be provided for use by aircraft personnel. All long distance calls placed on this telephone will be paid for by the user via a credit card.

Cost of fixed base operations is included in the unit price shown at Appendix "A".

13. Additional Plane Services

All services additional to basic fuelling and Fixed Base Operation (FBO) services, such as Call Out Fees, Ramp Fees, etc, must be dealt with under a separate requirement outside of this 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 items detailed in the call-up against the Standing Offer.

1.1 Delivery Verification

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

1.2 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.

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.

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 work provided shall 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 (2014-03-01), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 15 & 16, Payment Period & Interest on Overdue Accounts of 2010A will not apply to payments made by credit cards. *(If no credit card is accepted, this paragraph will be deleted).*

2.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC Reference	Section	Date
B1505C	Shipment of Hazardous Materials	2006-06-16
D3010C	Dangerous Goods/Hazardous Products (for DND only)	2012-07-16
D3015C	Dangerous Goods/Hazardous Products	2007-11-30
A9006C	Defence Contract (for DND only)	2012-07-16

D5540C	ISO 9001:2008-Quality Management Systems-Requirements (QAC Q) (for DND only)	2010-08-16
--------	--	------------

3. Term of Contract

3.1 Delivery Date

Delivery must be made within 1 hour from receipt of a call-up against the Standing Offer unless otherwise specified at Appendices "A", "D", or "E", or mutually agreed upon by the Offeror and the Identified User representative.

4. Payment

4.1 Basis of Payment

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

4.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

4.3 Payment in Advance of Due Date

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 Canada of paying early.

4.4 Payment by Credit Card *(The standing offer authority must complete one of the clauses if the offeror has accepted payment by credit card(s) {Visa, Master Card} as specified by the offeror under Part 3 of the request for standing offers. If no credit card is accepted, this clause will be deleted.)*

(Use this clause if only one credit card is accepted)

The following credit card is accepted: _____.

OR

(Use this clause if more than one credit card are accepted)

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

- 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:

- Standing Offer Serial Number;
- Identified User and call-up document number;
- Delivery Destination;
- Product Identification, quantity and price per litre;
- Services to be shown as separate item(s);
- 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 (2) copies of each invoice must be made out to the Identified User Representative 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 Identified User Representative. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip. Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

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

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 any resulting Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under any resulting Contract.

7. Shipping Instructions - DDP

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

8. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Economic and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

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

File Number/ N° du dossier: E60HL-4-0050-14-C		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: NL221		Aviation turbine fuel (grade Jet A-1)	Carbureacteur d'aviation (grade Jet A-1)	Intoplane Serv/ Livre à L'avion	Transport Canada Stephenville Airport Stephenville, NL	Aviation/ Aviation		20,000 L
		CAN/CGSB-3.23-2012	CAN/CGSB-3.23-2012		Instructions: Price includes provision of fixed base operations./ Le prix comprend la fourniture d'un base d'opérations.			
				ZONE NL221	REQUIREMENT NUMBER: 53 / IP	: N° DE BESOIN		Total Quantity/ Quantité totale 20,000 L
								\$ _____
Zone: BC075		Aviation turbine fuel (grade Jet A-1)	Carbureacteur d'aviation (grade Jet A-1)	Intoplane Serv/ Livre à L'avion	Department of National Defence Trail Regional Airport Trail, BC	Aviation/ Aviation		86,000 L
		CAN/CGSB-3.23-2012	CAN/CGSB-3.23-2012		Instructions: Price includes provision of fixed base operations./ Le prix comprend la fourniture d'un base d'opérations.			
				ZONE BC075	REQUIREMENT NUMBER: 53 / IP	: N° DE BESOIN		Total Quantity/ Quantité totale 86,000 L
								\$ _____



INTOPLANE AVIATION FUEL APPENDIX B – BASIS OF PAYMENT

Page 1 of/de 4

File No. – N° de
E60HL-140050/C

BASIS OF PAYMENT

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

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

Firm unit price as shown at Appendices "A", subject to weekly adjustment using Reference Markers, "NYH", "USGC", "LA Pipeline" or "Oil Buyer's Guide Canadian Unbranded Rack Prices", as detailed at the clause entitled "Basis for Unit Price Adjustment" below.

UNIT PRICES / TAXES

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 shown 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 fixed base operations and the into plane fee are included in unit price shown 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 Appendices A and F).*

A. POSTED PRICE AT TIME OF DELIVERY

The Offeror's posted price, minus any applicable discount, on the day of delivery shall be used.

B. REFERENCE MARKER

I. 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.



INTOPLANE AVIATION FUEL APPENDIX B – BASIS OF PAYMENT

Page 2 of/de 4

File No. – N° de
E60HL-140050/C

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.

OIL BUYER'S GUIDE CANADIAN UNBRANDED RACK PRICES

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

AREA OF COVERAGE FOR EACH REFERENCE MARKER

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

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" detailed above.

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

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

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

The firm unit prices per litre shown at Appendix "A", for Gasoline Aviation Grade 100LL requirements in the provinces of Manitoba, Saskatchewan and Alberta, are subject to adjustment using the Reference Marker "Premium Unleaded" with Edmonton, AB being the designated centre.

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

METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

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



INTOPLANE AVIATION FUEL APPENDIX B – BASIS OF PAYMENT

Page 3 of/de 4

File No. – N° de
E60HL-140050/C

Weekly Price Adjustment Effective Day:

After the initial price adjustment, which comes into effect on June 01, 2014, 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 June 01, 2014 will be equal to the applicable Reference Marker price for the week ending May 23, 2014 ('B' week value) minus the applicable Reference Marker price for the week ending on February 07, 2014 ('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 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*.



INTOPLANE AVIATION FUEL
APPENDIX B – BASIS OF PAYMENT

Page 4 of/de 4

File No. – N° de
E60HL-140050/C

UNIT PRICE ADJUSTMENT SCHEDULE			
Unit Price Adjustment	"A" Week ending on	"B" Week ending on	Unit Price Adjustment Effective Date
1	*February 07, 2014	May 23, 2014	June 01, 2014
2	February 07, 2014	May 30, 2014	As indicated at "Method of Calculating Unit Price Adjustments"
3	February 07, 2014	June 06, 2014	As indicated at "Method of Calculating Unit Price Adjustments"
	February 07, 2014	Sequential weekly periods, up to and including May 20, 2016	Sequential weekly periods, as indicated at "Method of Calculating Unit Price Adjustments", up to and including May 27, 2016**

*The per-litre "A" week values in \$ Canadian per litre for week ending **February 07, 2014** for each Reference Marker are:

NYH	:	\$0.8926
USGC	:	\$0.8451
LA PIPELINE	:	\$0.8561
OBG Montreal Premium UNL***:		\$0.9030
OBG Toronto Premium UNL	:	\$0.8997
OBG Edmonton Premium UNL:		\$0.8430
OBG Vancouver Premium UNL:		\$0.8220

**Unit prices effective the week of May 23-27, 2016 shall remain in effect until the end of the supply period (May 31, 2016).

***To ensure fairness to all suppliers, the Quebec Government Green Fund duties and AEE fees, currently \$0.0102/L, will be added to the OBG posted price for Ultramar for Premium UNL, Montreal.

II. 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/ ANNEXE C

Consumption Report/ Rapport De Consommation

PWGSC FILE NO: E60HL-4-0050/000/A														
Standing Offer / Offre à commande: E60HL-4-0050/002														
Supplier Name / Fournisseur: Shell Canada Products														
Zone	Product Code and Delivery Method Code produit et Mode de livraison	Dept Ministère	Location Endroit	Product Name Nom de Produit	Volume Estimate	Jun 1, 2012 - Jun 30, 2012			Jul 1, 2012 - Sep 30, 2012			Total		
						Number of call-line commands	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures	Number of call-line commands	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures	Number of call-line commands	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures
PQ541	54/IP	RCMP - Montreal	Montreal PQ	Jet A-1 with/FSII	50,000	1	5,000	\$ 5,520	18	5000	\$ 5,520	19	17,417	\$ 17,513
PQ541	54/IP	TC	Montreal PQ	Jet A-1 with/FSII	300,000	2	2,000	\$ 2,208	17	5000	\$ 552	19	11,463	\$ 12,618
PQ541	54/IP	DND	Montreal PQ	Jet A-1 with/FSII	250,000	3	90,000	\$ 99,360	16	50,000	\$ 55,200	19	238,349	\$ 246,540
AB031	54/IP	RCMP - Prince George	Calgary AB	Jet A-1 with/FSII	3,000	4	10,000	\$ 11,040	15	250	\$ 276	19	10,250	\$ 11,316
AB031	54/IP	RCMP - Edmonton	Calgary AB	Jet A-1 with/FSII	120,000	5	6,000	\$ 6,624	14	1,000	\$ 1,104	19	72,328	\$ 77,132
AB031	55/IP	RCMP - Richmond	Calgary AB	Aviation Gasoline	10,000	6	25,000	\$ 27,600	13	5,200	\$ 5,741	19	36,336	\$ 39,336
AB031	54/IP	TC	Calgary AB	Jet A-1 with/FSII	61,000	7	2,000	\$ 2,208	12	6,950	\$ 7,673	19	22,812	\$ 24,669
AB031	54/IP	DND	Calgary AB	Jet A-1 with/FSII	1,100,000	8	250,000	\$ 276,000	11	90,000	\$ 99,360	19	920,651	\$ 969,267
AB101	54/IP	RCMP - Edmonton	Edmonton AB	Jet A-1 with/FSII	300,000	9	5,000	\$ 5,520	10	200	\$ 221	19	7,294	\$ 7,456
AB101	54/IP	RCMP - Richmond	Edmonton AB	Jet A-1 with/FSII	5,000	10	1,000	\$ 1,104	9	2,000	\$ 2,208	19	2,807	\$ 3,022
AB101	54/IP	RCMP - Prince George	Edmonton AB	Jet A-1 with/FSII	2,000	11	300	\$ 331	8	-	-	19	1,200	\$ 1,075
AB101	53/IP	TC	Edmonton AB	Jet A-1	40,000	12	500	\$ 552	7	-	-	19	12,725	\$ 11,345
AB101	54/IP	DND	Edmonton AB	Jet A-1 with/FSII	2,500,000	13	150,000	\$ 165,600	6	5,000	\$ 5,520	19	2,117,623	\$ 1,971,488
BC221	54/IP	RCMP - Richmond	Richmond BC	Jet A-1 with/FSII	100,000	14	2,000	\$ 2,208	5	90,000	\$ 99,360	19	326,161	\$ 327,008
BC221	54/IP	RCMP - Prince George	Richmond BC	Jet A-1 with/FSII	40,000	15	1,000	\$ 1,104	4	632	\$ 698	19	21,164	\$ 20,481
BC221	54/IP	RCMP - Kelowna	Richmond BC	Jet A-1 with/FSII	40,000	15	1,000	\$ 1,104	3	-	-	19	600	\$ 662
BC221	54/IP	TC	Richmond BC	Jet A-1 with/FSII	100,000	17	5,000	\$ 5,520	2	-	-	19	5,000	\$ 5,520
BC221	54/IP	DND	Richmond BC	Jet A-1 with/FSII	3,500,000	18	150,000	\$ 165,600	1	450	\$ 497	19	227,540	\$ 248,458
This is an example only and does not commit the Crown to anything.														



ANNEX D / ANNEXE D INSPECTION AND SUPPLEMENTARY CONDITIONS OF SUPPLY / INSPECTION ET CONDITIONS SUPPLÉMENTAIRES D'APPROVISIONNEMENT DEPARTMENT OF NATIONAL DEFENCE / MINISTÈRE DE LA DÉFENSE NATIONALE	Page 1 of/de 4
	File No. – N° de E60HL-140050/C

File No. - N° de
APPENDIX D

**INSPECTION AND SUPPLEMENTARY
CONDITIONS OF SUPPLY**

DEPARTMENT OF NATIONAL DEFENCE

Travaux publics et Services gouvernementaux
Canada
Public Works and Government Services
Canada

1. SACC CLAUSES (incorporated by reference)

a. **2006** Standard Instructions – Request for Standing
Offers – Goods or Services – Competitive
Requirements

Amend as follows:

Conduct of Evaluation

Delete: conduct a survey of offerors' facilities

Insert: conduct a survey of offerors', including
representatives', agents' and subcontractors', facilities

b. A1030C Technical Authority (= QETE 3-3)

Amended as follows:

TO BE PROVIDED

c. D5510C Quality Assurance Authority (DND) -
Canadian-based Contractor,

or

D5515C Quality Assurance Authority (DND) -
Foreign-based and United States Contractor

d. D5511C Test Validation

e. D5540C QAC Q – Requirements ISO
9001:2008 Quality Management Systems -
Requirements (QAC Q)

File No. - N° de
ANNEXE D

**INSPECTION ET CONDITIONS
SUPPLÉMENTAIRES
D'APPROVISIONNEMENT
MINISTÈRE DE LA DÉFENSE
NATIONALE**

Travaux publics et Services gouvernementaux
Canada
Public Works and Government Services
Canada

1. RÉFÉRENCE CUA (clauses incorporées par
référence)

a. **2006** Instructions uniformisées - demande d'offres à
commandes - biens ou services - besoins
concurrentiels

Modifier comme suit :

Déroulement de l'évaluation

Supprimer : examiner les installations, les capacités
techniques, administratives et financières des offrants

Insérer : examiner les installations, les capacités
techniques, administratives et financières des offrants
ainsi que ceux de leur(s) représentant(s) leur(s)
agent(s) et leur(s) sous-traitant(s)

b. A1030C Responsable technique (= CETQ 3-3)

Modifié comme suit :

À ÊTRE FOURNI

c. D5510C Autorité de l'assurance de la qualité
(MDN) – entrepreneur établi au Canada,

ou

D5515C Autorité de l'assurance de la qualité
(MDN) – entrepreneur établi à l'étranger et aux États-
Unis

d. D5511C Validation d'essais

e. D5540C ISO 9001:2008 Systèmes de
management de la qualité – Exigences (CAQ Q)



ANNEX D / ANNEXE D INSPECTION AND SUPPLEMENTARY CONDITIONS OF SUPPLY / INSPECTION ET CONDITIONS SUPPLÉMENTAIRES D'APPROVISIONNEMENT DEPARTMENT OF NATIONAL DEFENCE / MINISTÈRE DE LA DÉFENSE NATIONALE	Page 2 of/de 4
	File No. – N° de E60HL-140050/C

2. APPLICABLE DOCUMENTS

The following publications apply:

D-82-002-007/SG-001 "Technical Requirements for Process Control for Suppliers of Aviation Fuels" (latest edition).

Canadian Standards Association standard CSA B836 "Storage, Handling and Dispensing of Aviation Fuels at Aerodromes" (latest edition).

3. WAIVER PROCEDURE

The following publication applies:

The Design Change, Deviation and Waiver Procedure (using DND form 675) as defined in National Defence Standard D-02-006-008/SG-001 (latest edition).

4. CERTIFICATE OF ANALYSIS AND SUMMARY DOCUMENT

The Contractor must:

- (1) Maintain a summary document, listing as a minimum:
 - a) Standing Offer number
 - b) Fuel quantity delivered;
 - c) FSII % by volume;
 - d) Conductivity reading;
 - e) Meter ticket number (traceable to batch numbers);
 - f) Date of delivery; and
 - g) Aircraft tail number;
- (2) Ensure a copy of the Certificate of Analysis (CoA), traceable to the batch number, is available at the into-plane facility; and
- (3) Provide a copy of the Certificate of Analysis and Summary Document to the DND TA or Quality Assurance Representative, for verification upon request.

2. DOCUMENTS APPLICABLES

Les publications suivantes s'appliquent :

D-82-002-007/SG-001 « Exigences techniques relatives au contrôle du processus à l'intention des fournisseurs de carburant d'aéronefs » (dernière version).

Norme CSA B836 de l'Association canadienne de normalisation, *Entreposage, manutention et distribution des carburants aviation dans les aéroports* (dernière édition).

3. PROCÉDURE D'EXEMPTION À LA CONCEPTION

La publication suivante s'applique :

La procédure de modification, de déviation et d'exemption à la conception (au moyen du formulaire MDN 675) tel que définie dans la Norme D-02-006-008/SG-001 du ministère de la Défense nationale.

4. CERTIFICAT D'ANALYSE ET DOCUMENT SOMMAIRE

L'Entrepreneur doit:

- (1) Maintenir un document sommaire, indiquant à tout le moins:
 - a) le numéro d'offre à commandes;
 - b) la quantité de carburant livrée;
 - c) le pourcentage d'additif antiglace pour carburant par volume;
 - d) la conductivité;
 - e) le numéro de la fiche de compteur (faisant renvoi aux numéros de lot);
 - f) la date de livraison; et
 - g) le numéro de queue de l'aéronef;
- (2) Assurez-vous une copie du Certificat d'analyse (CdA), faisant renvoi au numéro de lot, est disponible à l'installation chargée de livrer le carburant aux aéronefs; et
- (3) Fournir une copie du Certificat d'analyse et document sommaire au responsable technique du MDN ou le responsable de



ANNEX D / ANNEXE D INSPECTION AND SUPPLEMENTARY CONDITIONS OF SUPPLY / INSPECTION ET CONDITIONS SUPPLÉMENTAIRES D'APPROVISIONNEMENT DEPARTMENT OF NATIONAL DEFENCE / MINISTÈRE DE LA DÉFENSE NATIONALE	Page 3 of/de 4
	File No. – N° de E60HL-140050/C

l'assurance de la qualité du MDN, aux fins
de vérifications à la demande.

5. DELIVERY CONDITIONS

Into-Plane

a. Delivery must be available 24 hours per day, 7 days per week including holidays.

b. The Contractor must:

- (1) refuel DND aircraft within one (1) hour of notification and aircraft arrival, or
- (2) refuel DND aircraft at another mutually agreed upon time.

c. The product must 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-

5. CONDITIONS DE LIVRAISON

Livraison aux aéronefs

a. La livraison doit pouvoir se faire 24 heures par jour, sept jours par semaine, y compris les jours fériés.

b. L'entrepreneur doit :

- (1) ravitailler un aéronef du MDN dans le un (1) heure suivant la demande et l'arrivée de l'aéronef; ou
- (2) ravitailler un aéronef du MDN à un autre moment mutuellement convenu.

c. Le produit doit être fourni aux parties suivantes selon les mêmes conditions qu'au ministère de la Défense nationale :

- (1) tous les aéronefs de l'OTAN (y compris l'E-3A et l'avion de transport et d'entraînement (TCA) de Geilenkirchen en Allemagne);
- (2) les aéronefs des pays du Commonwealth;
- (3) les aéronefs des organismes des États-Unis suivants :
 - (a) Federal Aviation Administration (FAA);
 - (b) NASA;
- (4) les aéronefs des pays membres du Traité « Ciel ouvert » (aéronef dont l'identification débute par les lettres OSY).
- (5) tous les pilotes des Forces canadiennes des aéronefs suivants :
 - (a) **Bell 206B Jet Ranger**, numéros d'enregistrement (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, et
 - (b) **Beechcraft BE 90 King Air**, numéros d'enregistrement (Portage la Prairie) : C-FMFQ, C-FMFR, C-



ANNEX D / ANNEXE D INSPECTION AND SUPPLEMENTARY CONDITIONS OF SUPPLY / INSPECTION ET CONDITIONS SUPPLÉMENTAIRES D'APPROVISIONNEMENT DEPARTMENT OF NATIONAL DEFENCE / MINISTÈRE DE LA DÉFENSE NATIONALE	Page 4 of/de 4
	File No. – N° de E60HL-140050/C

FMFS, C-FMFU, C-FMFX, C-FMFY, C-FMFZ, and (Trenton) C-GDVF-208 and C-GDNH-209.

FMFS, C-FMFU, C-FMFX, C-FMFY, C-FMFZ, et (Trenton) : C-GDVF-208 et C-GDNH-209.

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

d. Les vols de dignitaires effectués par le 412^e Escadron du MDN ont la priorité à titre de clients privilégiés.

6. ACTUAL CONSUMPTION - MONITORING

The Contractor must monitor the level of fuel called-up at each location and notify PWGSC (who will in turn notify DLP) via e-mail once 75% of the standing offer volume has been expended.

6. CONSOMMATION RÉELLE – SUIVI

L'entrepreneur doit assurer un suivi de la quantité de carburant fourni lors des commandes subséquentes à l'offre, passées par chacune des bases, et il doit aviser TPSGC (qui avisera à son tour DAP) par courriel une fois que 75 pour cent de la quantité totale de carburant prévue dans l'offre à commandes aura été commandée.

<div> <div>APPENDIX E</div> <div>SUPPLEMENTARY CONDITIONS OF SUPPLY</div> <div>RCMP</div> </div>	Page 1 of/de 1
	File No. – N° de E60HL-140050/C

1.
FOR REQUIREMENT NUMBER (AB221 54/IP, AB101 54/IP, AB101 55/IP, AB011 54/IP, AB031 54/IP, AB031 55/IP, AB171 54/IP, AB121 54/IP, SK241 54/IP, SK121 54/IP, SK121 55/IP, SK161 54/IP, SK161 55/IP, NT061 54/IP, NT101 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:

Tail Numbers:	Invoicing Address:
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-GMPW	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 C-GMPQ	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
C-GMPA	RCMP Prince Albert Air Section 2020 – 9th Avenue West Prince Albert SK S6V 6J7



**INTO PLANE AVIATION FUEL
APPENDIX F – ENVIRONMENTAL ATTRIBUTES**

Page 1 of/de 1

File No. – N° de
E60HL-140050/C

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

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

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

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

**ANNEX G to PART 5 - REQUEST FOR STANDING OFFERS
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside, or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)