

Solicitation No. - N° de l'invitation

5P420-140838/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hl601

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

5P420-140838

hl6015P420-140838

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**Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator
for Parks Canada's Western National Parks**

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, 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 Annexes include Annex “A” Statement of Work, Appendix “B” Basis of Payment, Appendix “C” Insurance, Appendix “D” Consumption Report, Appendix “E” Evaluation Sample, Appendix “F” General Environmental Criteria and Appendix “G” Delivery Location Map.

1.2 Summary

1.2.1 Requirements

i) Parks Canada has a requirement for the supply Aviation Turbine Fuel (Jet A-1) in a rented mobile tanker including an aviation grade fuel pump, filter and hoses as detailed at Annex "A", Statement of Work attached hereto. Fuel is to be supplied **as and when requested** by the Project Authority or Identified User Representative during the period from date of Standing Offer up to and including May 31, 2017, with the possibility of a one-year extension option from June 1, 2017 to May 31, 2018.

ii) A refuelling operator and a tanker driver may also be required, and will each be called-up **as and when required**. Details are provided at Annex “A”, Statement of Work.

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

1.2.2 Delivery/Call-ups

The Contractor shall be required to respond to a Call-up within 2 hours and deliver within 24 hours after receipt of an authorized Call-up Request. Emergency or immediate operational requirements will be as mutually agreed upon between the Project Authority or Identified User Representative and the Contractor. Call-ups will be made on an as and when required basis.

1.2.3 Integrity Provisions - Offer

As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

1.2.4 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).

1.2.5 Federal Contractors Program

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications.

1.3 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

2.1 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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days
Insert: seventy-five (75) days

2.2 Canadian General Standards Board - Standards

A copy of the CGSB standard 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>

2.3 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.

2.4 Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry 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 to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 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.

The offeror must consider the following elements in its technical offer:

A. Fuel Delivery Lead Time

Unless otherwise specified at Annex “B”, or mutually agreed upon by the offeror and the Project Authority or Identified User Representative, the delivery time is 24 hours from time of call-up.

B. Mobile Tanker Specifications - *To be completed by the offeror.*

Make: _____

Model: _____

Year: _____

Minimum and Maximum capacity (volume in Litres): _____ Litres minimum

_____ Litres maximum

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex “B”, Basis of Payment. The total amount of applicable taxes must be shown separately.

A. Pricing Basis

i) Aviation Turbine Fuel:

The offeror must quote firm unit prices, subject to adjustment, in Canadian dollars per litre of fuel and must not exceed four decimal places, applicable taxes extra.

Bulk fuel will be delivered **Free Carrier (FCA)**, Incoterms 2000. A firm fee for the mobile tanker transportation will be shown separately, and is extra to the unit price for bulk fuel.

ii) Daily Tanker Rental:

The offeror must quote firm per diem rates in Canadian dollars, applicable taxes extra.

iii) Tanker Transportation Cost:

(a) The offeror must quote a firm fee for the trip to each individual Park Gate, identified at Annex "A", in Canadian dollars, applicable taxes extra.

(b) The offeror must quote a per kilometer rate for the trip beyond each individual Park Gate, identified at Annex "A", in Canadian dollars, applicable taxes extra.

iv) Refuelling Operator:

The offeror must quote a firm per diem rate in Canadian dollars, applicable taxes extra.

v) Tanker Driver:

The offeror must quote a firm per diem rate in Canadian dollars, applicable taxes extra

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 fuel, shown at Annex "B", will be subject to upward or downward adjustments as detailed below.

Reference Marker

a) The unit prices shown at Annex "B" requirements in the provinces of Manitoba, Saskatchewan and Alberta will be subject to adjustment using the Reference Marker "USGC".

b) The unit prices shown at Annex "B", for requirements in the province of British Columbia, are subject to adjustment using either Reference Marker "USGC" or "LA PIPELINE". The Supplier must select only one Reference Marker in its offer(s), either "USGC" or "LA PIPELINE". Suppliers must indicate the Reference Marker, prior to the issuance of a standing offer, which applies to its offer(s), by inserting an X in the space provided below.

USGC _____ LA PIPELINE _____

3.1.1 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.

Section IV: Additional Information

The Offeror must complete Annex “F” by inserting a checkmark next to every criterion that are met. Offerors are required to complete and submit Annex “F” with their offer. As this is a new procedure, Canada reserves the right to request Annex “F” after the solicitation closing date. The Contracting Authority will inform the Offeror of a time frame within which to provide it. Failure to provide Annex “F” within the required time frame will render the offer non-responsive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1. Technical Evaluation

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

4.1.1.1 Mandatory Technical Criteria

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

- a) Technical compliance (in accordance with Annex "A")
- b) Completion of the Certificate of Conformance in Part 5
- c) Compliance with a minimum of four of the seven environmental criteria listed at Annex "F"

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

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

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

- (a) Compliance with the Basis of Payment as per Annex "B".

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

4.1.2.2 The total price of the offer will be based on the following elements:

- A) Bulk Aviation Turbine Fuel:** in Canadian dollars, Free Carrier (FCA), applicable taxes extra.
- B) Daily Mobile Tanker Rental:** in Canadian dollars, applicable taxes extra.
- C) Firm Tanker Transportation Fee to Park Gate:** in Canadian dollars, applicable taxes extra.
- D) Per Kilometer Transportation Fee:** in Canadian dollars, applicable taxes extra.
- E) Refuelling Operator:** in Canadian dollars, applicable taxes extra.
- F) Tanker Driver:** in Canadian dollars, applicable taxes extra.

The total offer price will be determined by processing items at A) to F) above for each Park as follows:

- (a) Sum of all items total price (unit price x estimated quantity if applicable) for the initial Standing Offer period and the extension option

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4.2 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 on an item by item basis (i.e. for each Park requirement) as described in Annex “B” will be recommended for issuance of a Standing Offer.

More than one Standing Offer may be issued as a result of this Request for Standing Offers.

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.

5.1 Certifications Precedent to Issuance of a Standing Offer

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

5.1.1 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.

5.1.2 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.

5.1.3 General Environmental Criteria Certification

By submitting the offer, the Offeror certifies that the information submitted in the General Environmental Criteria table found at Annex "F" is accurate and complete.

By submitting the offer the Offeror certifies that it meets, and will continue to meet throughout the duration of any resulting standing offer, four out of seven requirements identified in the General Environmental Criteria Table found at Annex "F";

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5.2 Certificate of Conformance

The Offeror certifies herein that the products offered conform and will continue to conform to the specifications in Annex “A” during the period of the Standing Offer.

Signature

Date

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PART 6 – SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

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

6.2 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex “C”.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.1.1 Product Standard

The product delivered by the Contractor must conform to the latest issue of the applicable Canadian General Standards Board (CGSB) Standard, as indicated in the product description related to each requirement, shown at Annex "A".

7.2 Security Requirement

There is no security requirement applicable to this Standing Offer.

7.3 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.

7.3.1 General Conditions

2005 (2014-09-25) 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

7.3.2 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 Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

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.

7.4. Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer up to and including May 31, 2017.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **one additional one-year period**, from June 1, 2017 to May 31, 2018 to under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **sixty (60) calendar days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

The Standing Offer Authority is:

Name: Johanna Lemieux
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Logistics, Electrical, Fuel and Transportation Directorate
Address: 7A2, Portage III
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: 819-956-0177
Facsimile: 819-956-5227
E-mail address: johanna.lemieux@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.

7.6 Project Authority

The Project Authority for the Standing Offers is identified in the call-up against the Standing Offer.

The Project 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.

7.7 Offeror's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

7.8 Identified User

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

7.9 Call-up Procedures

The call-up will be issued by the Identified User to the qualified Standing Offer holder of each National Park identified at Annex "A".

7.10 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.

For any upcoming fuel requirements that do not fall within usual call-up routines, Parks Canada is encouraged to contact their supplier with as much advance notice as possible to ensure suppliers have sufficient time to meet the demand.

7.11 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.12 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 appendices;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014-11-27), General Conditions - Goods (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Consumption Report; and
- i) 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).

7.13 Certifications

7.13.1 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.

7.14 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).*

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.

7.1 Statement of Work

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

7.1.1 Delivery Verification

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

7.1.2 Volume Corrected To 15°C

When 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).

7.1.3 Inspection

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

7.1.4 Acceptance

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

7.1.5 Certified Batch Analysis (CBA)

Upon request and at time of call-up, a copy of the certified batch analysis must be provided to the Identified User Representative at the delivery point.

7.2 Conduct of the Work

1. The Contractor represents and warrants that:

- (a) it is competent to perform the Work;
- (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and

- (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

2. The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) except for Government Property, supply everything necessary to perform the Work;
- (c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- (d) select and employ a sufficient number of qualified people;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the Specifications and all the requirements of the Contract;
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

7.3 Subcontracts

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

7.4 Standard Clauses and Conditions

7.4.1 General Conditions

2010A (2014-11-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 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).*

7.4.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC Reference	Section	Date
B1505C	Shipment of Hazardous Materials	2006-06-16
D3015C	Dangerous Goods/Hazardous Products	2014-09-25

7.5 Term of Contract

7.5.1 Delivery Date

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

7.5.2 Fuel Delivery Lead Time

Unless otherwise specified at Annex "B", or mutually agreed upon by the Offeror and the Project Authority or Identified User Representative, the delivery time is 24 hours from time of call-up.

7.6 Payment

7.6.1 Basis of Payment

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

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 Standing Offer Authority before their incorporation into the Work.

7.6.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

7.6.3 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.

7.6.4 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 _____.

7.7 Vehicle Mechanical Breakdown

In the event that a rental vehicle mechanically breaks down, it must be replaced promptly with a similar vehicle. If it cannot be replaced promptly with a similar vehicle, the Contractor will upgrade, at the same rate as the reserved vehicle, to the next available category; or provide a similar vehicle from another rental agency at the same rate as that of the reserved vehicle. The Contractor will not charge for the period (to the nearest half day) that the vehicle was disabled.

7.8 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 (including building numbers where applicable);
- Product Identification, quantity and price per litre, per day and/or per kilometer, as applicable;

- e) Taxes and/or levies, if applicable, and shown as a separate item. Should the Contractor include any applicable taxes and/or levies in the unit price, the amount of each must be indicated on the invoice;
- f) The address where payment is to be sent;

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 in the call-up for certification and payment.

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.

7.9 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

7.10 Suspension of the Work

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

7.11 Harassment in the Workplace

1. The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Policy on Harassment Prevention and Resolution*, which is also applicable to the Contractor, is available on the Treasury Board Web site.
2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

7.12 Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex "C"**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer li-

Solicitation No. – N° de l’invitation
5P420-140838/A

Amd No. - N° de la modif.

Buyer ID – Id de l’acheteur
hl601

Client Ref. No. – N° de réf. Du client
5P420-140838

File No - N° de dossier
hl6015P420-140838

censed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.13 Access to Information

Records created by the Contractor, and under the control of Canada, are subject to the Access to Information Act. The Contractor acknowledges the responsibilities of Canada under the Access to Information Act and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the Access to Information Act provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.



Annex A

Statement of Work

File No. 5P420-14-0838

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks Canada's Western National Parks

1. Background

Parks Canada's Western National Parks purchase aviation fuel annually for helicopters used in fire management operations.

Quantities of aviation fuel required annually vary with the severity of the fire season. Fuel in rented mobile tanks with or without a refuelling operator is purchased as required for wildfires, prescribed fires, or to increase preparedness during periods of extreme fire danger. Fuel may be stored in several places within each Park. In addition, a driver is periodically required to move the mobile tanks within the Parks.

If issued, the Standing Offer would be in effect from the date of Standing Offer to May 31st, 2017, with the possibility of a one-year extension option from June 1st, 2017 to May 31st, 2018.

All prices are set out in Annex "B", Basis of Payment. Unit Prices for fuel are subject to upward or downward adjustment using the appropriate reference marker price applicable on the Friday just prior to the fuel delivery.

2. Requirement

2.1 Aviation Turbine Fuel (Jet A-1) in a Mobile Tanker with or without Refuelling Operator

One or more mobile fuel tankers containing Jet-A-1 Aviation Turbine Fuel may be required. The minimum required fuel capacity of the tanker is 17,000 litres. Fuel is to be in accordance with Standard CAN/CGSB 3.23-2012 (latest issue).

A daily rate will be paid for the mobile tanker rental, as well as transportation fees for costs associated with transporting the mobile tank(s) and/or delivering additional fuel to the delivery locations specified below. The transportation cost will depend on the number of trips required for delivering and/or refuelling the mobile tank(s) and the occurrence of fires throughout the fire seasons.

Parks Canada is not obligated to call-up full tanker loads of fuel at a time. The minimum call-up volume is 17,000 litres.

2.2 Transportation Fees

Transportation Fees will be made up of the following items:

- (i) Firm fee for the distance to each Park Gate; and
- (ii) A per kilometre rate for the distance past each Park Gate

2.3 Refuelling Operator

A refuelling operator is not required for day-to-day operations. The pilots and/or the engineers will refuel the aircraft. However, the scale of some fires may require a dedicated refuelling operator due to the large number of aircrafts being used. A cost per day will be charged for the refuelling operator, who will be called-up as and when required. When the refuelling operator is called-up, the per diem rate will apply regardless of the number of hours worked.



Annex A

Statement of Work

File No. 5P420-14-0838

Note that for each day during any requested Service Period, the refuelling operator must be available to provide the services during all daylight hours or for a time period in accordance with the daily standby alert established by Parks Canada.

2.4 Mobile Tanker Driver

The mobile tanker may be used at the main helibase in each Park or at a staging area closer to a large fire. A driver is not required for day-to-day operations. However, the driver may be required to move the mobile tanker to various areas of the Parks. A cost per day will be charged for the driver, who will be called-up as and when required. When the driver is called-up, the per diem rate will apply regardless of the number of hours worked.

3. Specifications

Mobile Tanker Specifications:

- a) A minimum capacity of 17,000 litres and a maximum of 45,000 litres;
- b) Compliance with CAN/ULC -S653-06: Aboveground Steel Contained Tank Assemblies for Flammable and Combustible Liquids;
- c) Compliance with TC 406 of CSA-B620-09: Highway tanks and TC portable tanks for the transportation of dangerous goods;
- d) Auto shutoff for overfill protection;
- e) Spill kit included;
- f) Provisions to ensure proper bonding of each tank vehicle unloading position;
- g) Minimum 100ft fuel hose, and associated coupling assemblies, that meet the requirements of API/IP Std 1529;
- h) Quality assurance monitoring of the aviation fuel in the mobile tank in accordance with CSA-B836-05.

Fuel Pump Specifications:

- a) Compliance with CSA-B836-05: Storage, handling, and dispensing of aviation fuels at aerodromes;
- b) Fuel Meter System;
- c) Electric Rewind Hose Reel with Aviation Grade Hose;
- d) Emergency Shutoff Control;
- e) Filtration to effectively remove water, solids, or both from aviation fuel shall be provided, as required, to achieve an acceptable level of fuel cleanliness in the system.

Refuelling Operator Requirements:

- a) Compliance with CSA-B836-05: Fuelling equipment used for the receipt, storage, and dispensing of aviation fuel shall be operated only by personnel trained in accordance with Clause 8 of CSA-B836-05.
- b) Fuel quality testing as per CSA-B836-05.

4. Return of Unused (and tested) Fuel for Credit

The amount of fuel that will be required is extremely variable due to weather conditions over the fire season. It is required that the Contractor allows for the return of unused fuel for credit after it has been tested and deemed safe and usable.

5. Tasks

- 1. As and when requested, the Contractor will provide, a mobile tank containing fuel with or without an operator, a tanker driver, as well as all other support apparatus (such as pumps, meters, filters, hoses, nozzles, grounding, testing, spill containment, etc.) necessary to provide the Services.



Annex A

Statement of Work

File No. 5P420-14-0838

2. As and When Requested, the refuelling operator must be available to provide the Services during all daylight hours or for a time period in accordance with the daily standby alert established by Parks Canada.

3. During the Standing Offer Period, the Contractor must:

- a) Transport and deliver Aviation Fuel in a mobile tank to one or more of the following Parks within 24 hours of a request made by the Project Authority or Identified User Representative:
 - Kootenay National Park (British Columbia)
 - Yoho National Park (British Columbia)
 - Mount Revelstoke and Glacier National Parks (British Columbia)
 - Jasper National Park (Alberta)
 - Banff National Park (Alberta)
 - Waterton Lakes National Park (Alberta)
 - Elk Island National Park (Alberta)
 - Prince Albert National Park (Saskatchewan)
 - Riding Mountain National Park (Manitoba)
- b) Provide for the relocation of the mobile tank within any of the above Parks within 12 hours of a request made by the Project Authority or Identified User Representative;
- c) Establish safe into plane fuelling systems and environmental safeguards;
- d) Have a filtration system that assures all Aviation Fuel product meets or exceeds the accepted quality standards for particulate and absorbed water;
- e) Provide regular testing to ensure Aviation Fuel quality;
- f) Provide all necessary equipment, personnel and Aviation Fuel to maintain operations over an extended period;
- g) Set up, breakdown and tidy up the pump, hose, filters, grounding system and spill prevention equipment used at the site to provide the Services;
- h) Supply qualified operators trained in accordance with all Contractor, provincial and federal standards;
- i) Supply the necessary equipment and resources to meet all requirements as detailed in all applicable federal and provincial acts and regulations, including for example, The Transportation of Dangerous Goods Act, Environment Act, and applicable Fire Codes.

6. Reporting

On a quarterly basis, the Consumption Report, Annex "D" must be completed and forwarded to the Standing Offer Authority.

7. Address details for the deliveries to Mount Revelstoke and Glacier National Parks

There is only one possible delivery location within Mount Revelstoke National Park. The address is: One-Mile fuel depot, 2551 Meadows in the Sky Parkway.

There are several possible delivery locations within Glacier National Park:

- 1- Rogers Pass depot
- 2- Beaver Pits fuel staging



Annex A

Statement of Work

File No. 5P420-14-0838

- 3- East Gate fuel staging
- 4- Flat Creek fuel staging

The delivery location will depend on the location of the fire. These locations are spread out along the highway by about 90 km.

See attached map - Annex "G"



Annex B

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Basis of Payment

File No. 5P420-14-0838

A) Aviation Turbine Fuel (Jet A-1) - Bulk

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 fuel, as specified below. Customs duties are included and Applicable taxes are extra.

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

The firm unit prices per litre offered at Annex "B" *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. However, where the Offeror is required by federal or provincial statute or regulation or territorial ordinance, to collect from Canada, taxes or levies, as a result of the sale of the product to Canada, except as otherwise provided in the Standing Offer, Canada will pay to the Offeror an amount equal to such tax or levy where applicable and substantiated by invoice.

i) The Supplier's firm unit price for the **Bulk Aviation Turbine Fuel (Jet A-1)** is as follows (**applicable taxes extra**):

FOR THE INITIAL STANDING OFFER PERIOD AND THE EXTENSION PERIOD:

Province of Delivery	Initial Standing Offer Period and Extension Period (Date of Issue to May 31, 2018)
	Firm Unit Price (\$/litre)
Manitoba, Alberta, Saskatchewan	\$
British Columbia	\$

*The actual annual bulk fuel quantity will be determined by the annual occurrence of fires.

ii) Basis for Fuel Unit Price Adjustments - Platt's Oilgram

The Reference Markers are:

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.



Annex B

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

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AREA OF COVERAGE FOR EACH REFERENCE MARKER

The unit prices shown herein, 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 herein, for requirements in the province of British Columbia, 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 II, C. Unit Price Adjustments*) detailed above.

Method of Calculating Unit Price Adjustments

Firm unit prices shown herein shall be subject to upward or downward adjustments based on the Friday just prior to fuel delivery, as detailed below.

The unit prices offered are based on the **March 6, 2015** posting as provided by the "USGC" or "LA PIPELINE" Reference Marker.

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

- a) Initial Adjustment: the unit price adjustment, effective on the date of the Standing Offer, will be equal to the applicable Reference Marker price for the week ending on the Friday just before the fuel delivery ("B" week value) minus the applicable Reference Marker price for the week ending on **March 6, 2015** ("A" week value), plus the offer price;
- b) Subsequent unit price adjustments: the unit price, effective for subsequent deliveries, will be equal to the applicable weekly Reference Marker price for the Friday just prior to the fuel delivery minus the "A" week value Reference Marker price, plus the Offer price.

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

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

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 "USGC" Marker:

(This is for example purposes only and does not commit the Crown to anything)
(All prices indicated are for example purposes only)

Related "USGC" marker price for week ending September 14, 2014 = \$ 1.8713

Related "USGC" marker price for week ending September 21, 2014 = \$ 1.7886

Bank of Canada official exchange rate for week ending September 14, 2014 = \$ 1.1190 per U.S.dollar

Bank of Canada official exchange rate for week ending September 21, 2014 = \$ 1.1209 per U.S.dollar



Annex B

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Basis of Payment

File No. 5P420-14-0838

Offer Price = Cdn. \$ 1.0254 per litre

Litres in a US gallon = 3.785412

a) $(\$ 1.8713 \times \$ 1.1190) / 3.785412 = \$ 0.553172$ rounded to Cdn. \$ 0.5532 per litre

b) $(\$ 1.7886 \times \$ 1.1209) / 3.785412 = \$ 0.529623$ rounded to Cdn. \$ 0.5296 per litre

c) b) minus a) = decrease of \$ 0.0236 per litre

d) c) + offer price = Cdn. \$1.0018 per litre

*The per-litre "A" date values in \$ Canadian per litre for week ending **March 6, 2015** for the Reference Markers are:

USGC: \$0.5804

LA PIPELINE: \$0.6179

REVISION OF REFERENCE MARKER

In the event that:

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 shall mutually agree upon an appropriate and comparable substitute and the Standing Offer shall be modified to reflect such substitute on a mutually agreed upon date.

B) Mobile Tanker Rental

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm per diem rate for the mobile tanker rental, as shown below.

The Supplier's firm per diem rates for the **mobile tanker rental** are as follows (**applicable taxes extra**):

FOR THE INITIAL STANDING OFFER PERIOD:

Initial Standing Offer Period (Date of Issue to May 31, 2017)
Firm Per Diem Rate (\$/day)
\$

FOR EXTENSION PERIOD:

Extension Period (June 1, 2017 to May 31, 2018)
Firm Per Diem Rate (\$/day)
\$

* The actual number of days during the Initial Standing Offer Period and the Extension Period will be determined by the annual occurrence of fires.



Annex B

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Basis of Payment

File No. 5P420-14-0838

C) Tanker Transportation Fee to the Park Gate

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm fee for tanker transportation to the Park Gate, as shown below.

The Supplier's firm **tanker transportation fee** to the Park Gate is as follows (**applicable taxes extra**):

FOR THE INITIAL STANDING OFFER PERIOD:

		Initial Standing Offer Period (Date of Issue to May 31, 2017)
Kootenay National Park	Tanker Transportation Fee for Initial Period:	\$
Yoho National Park	Tanker Transportation Fee for Initial Period:	\$
Mount Revelstoke and Glacier National Parks	Tanker Transportation Fee for Initial Period:	\$
Jasper National Park	Tanker Transportation Fee for Initial Period:	\$
Banff National Park	Tanker Transportation Fee for Initial Period:	\$
Waterton Lakes National Park	Tanker Transportation Fee for Initial Period:	\$
Elk Island National Park	Tanker Transportation Fee for Initial Period:	\$
Prince Albert National Park	Tanker Transportation Fee for Initial Period:	\$
Riding Mountain National Park	Tanker Transportation Fee for Initial Period:	\$

FOR EXTENSION PERIOD:

		Extension Period (June 1st, 2017 to May 31, 2018)
Kootenay National Park	Tanker Transportation Fee for Extension Period:	\$
Yoho National Park	Tanker Transportation Fee for Extension Period:	\$
Mount Revelstoke and Glacier National Parks	Tanker Transportation Fee for Extension Period:	\$



Annex B

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Basis of Payment

File No. 5P420-14-0838

Jasper National Park	Tanker Transportation Fee for Extension Period:	\$
Banff National Park	Tanker Transportation Fee for Extension Period:	\$
Waterton Lakes National Park	Tanker Transportation Fee for Extension Period:	\$
Elk Island National Park	Tanker Transportation Fee for Extension Period:	\$
Prince Albert National Park	Tanker Transportation Fee for Extension Period:	\$
Riding Mountain National Park	Tanker Transportation Fee for Extension Period:	\$

D) Per Kilometer Tanker Transportation Fee Beyond Park Gate

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm fee per kilometer for tanker transportation beyond the Park gate, as shown below.

The Supplier's firm **tanker transportation fee** beyond the Park Gate is as follows (**applicable taxes extra**):

FOR THE INITIAL STANDING OFFER PERIOD:

		Initial Standing Offer Period (Date of Issue to May 31, 2017)
Kootenay National Park	Per Km Tanker Transportation Fee for Initial Period:	\$
Yoho National Park	Per Km Tanker Transportation Fee for Initial Period:	\$
Mount Revelstoke and Glacier National Parks	Per Km Tanker Transportation Fee for Initial Period:	\$
Jasper National Park	Per Km Tanker Transportation Fee for Initial Period:	\$



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Basis of Payment

File No. 5P420-14-0838

Banff National Park	Per Km Tanker Transportation Fee for Initial Period:	\$
Waterton Lakes National Park	Per Km Tanker Transportation Fee for Initial Period:	\$
Elk Island National Park	Per Km Tanker Transportation Fee for Initial Period:	\$
Prince Albert National Park	Per Km Tanker Transportation Fee for Initial Period:	\$
Riding Mountain National Park	Per Km Tanker Transportation Fee for Initial Period:	\$

FOR EXTENSION PERIOD:

		Extension Period (June 1st, 2017 to May 31, 2018)
Kootenay National Park	Per Km Tanker Transportation Fee for Extension Period:	\$
Yoho National Park	Per Km Tanker Transportation Fee for Extension Period:	\$
Mount Revelstoke and Glacier National Parks	Per Km Tanker Transportation Fee for Extension Period:	\$
Jasper National Park	Per Km Tanker Transportation Fee for Extension Period:	\$
Banff National Park	Per Km Tanker Transportation Fee for Extension Period:	\$
Waterton Lakes National Park	Per Km Tanker Transportation Fee for Extension Period:	\$



Annex B

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Basis of Payment

File No. 5P420-14-0838

Elk Island National Park	Per Km Tanker Transportation Fee for Extension Period:	\$
Prince Albert National Park	Per Km Tanker Transportation Fee for Extension Period:	\$
Riding Mountain National Park	Per Km Tanker Transportation Fee for Extension Period:	\$

E) Refuelling Operator

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm per diem rate for the refuelling operator, as shown below.

The Supplier's per diem rate for the **refuelling operator** is as follows (**applicable taxes extra**):

FOR THE INITIAL STANDING OFFER PERIOD:

Initial Standing Offer Period (Date of Issue to May 31, 2017)
Firm Per Diem Rate (\$/day)
\$

FOR EXTENSION PERIOD:

Extension Period (June 1, 2017 to May 31, 2018)
Firm Per Diem Rate (\$/day)
\$

***The actual number of days during the Initial Standing Offer Period and the Extension Period will be determined by the Project Authority or Identified User Representative.**

F) Tanker Driver

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm per diem rate for the tanker driver, as shown below.



Annex B

**Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks
Canada's Western National Parks**

Basis of Payment

File No. 5P420-14-0838

The Supplier's per diem rate for the **tanker driver** is as follows (**applicable taxes extra**):

FOR THE INITIAL STANDING OFFER PERIOD:

Initial Standing Offer Period (Date of Issue to May 31, 2017)
Firm Per Diem Rate (\$/day)
\$

FOR EXTENSION PERIOD:

Extension Period (June 1, 2017 to May 31, 2018)
Firm Per Diem Rate (\$/day)
\$

***The actual number of days during the Initial Standing Offer Period will be determined by the Standing Offer Authority or Identified User Representative.**



Annex C

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Insurance Requirements

File No. 5P420-14-0838

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.



Annex C

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Insurance Requirements

File No. 5P420-14-0838

- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned Vehicles.
- (n) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- (o) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Environmental Impairment Liability Insurance

1. The Contractor must obtain Type 2: "Contractors Pollution Liability" and Type 3: "Storage Tank Third Party Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Type 2: "Contractors Pollution Liability" and Type 3: "Storage Tank Third Party Liability" policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.



Annex C

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Insurance Requirements

File No. 5P420-14-0838

d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.

[illegible]



Annex E

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Evaluation Sample

File No. 5P420-14-0838

Aviation Turbine Fuel (Jet A-1) - Bulk

A) FOR THE INITIAL STANDING OFFER AND EXTENSION PERIOD:

			Initial Standing Offer Period and Extension Period (Date of Issue to May 31, 2018)
	(A)*	(B)	(C)
Province of Delivery	Estimated Annual Quantity (litres)	Firm Unit Price (\$/litre)	Total Price [AxB]
Manitoba, Alberta, Saskatchewan	20,000	\$	\$
British Columbia	20,000	\$	\$
Total Estimated Annual Bulk Fuel Price: (applicable taxes extra)			\$ per year

(A)* The estimated annual bulk fuel quantity is for evaluation purposes only during the solicitation process. The actual amount of bulk fuel required may be more or less, as determined by the annual occurrence of fires.

Mobile Tanker Rental

B) FOR THE INITIAL STANDING OFFER PERIOD:

		Initial Standing Offer Period (Date of Issue to May 31, 2017)
(A)*	(B)	(C)
Estimated Number of Days Annually	Firm Per Diem Rate (\$/day)	Total Price (AxB)
14	\$	\$
Total Estimated Tanker Rental Price for Initial Period: (applicable taxes extra)		\$



Annex E

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Evaluation Sample

File No. 5P420-14-0838

C) FOR EXTENSION PERIOD:

		Extension Period (June 1, 2017 to May 31, 2018)
(A)*	(B)	(C)
Estimated Number of Days Annually	Firm Per Diem Rate (\$/day)	Total Price (AxB)
14	\$	\$
Total Estimated Tanker Rental Price for Extension Period: (applicable taxes extra)		\$

A)* The estimated number of days annually is for evaluation purposes only during the solicitation process. The actual number of days during the Initial Standing Offer Period and the Extension Period may be more or less, as determined by the annual occurrence of fires.

Tanker Transportation Fee to each Park Gate

D) FOR THE INITIAL STANDING OFFER PERIOD:

Kootenay National Park**		Initial Standing Offer Period (Date of Issue to May 31, 2017)
(A)*	(B)	(C)
Estimated Number of Trips Annually	Firm Transportation Fee to Park Gate (\$/trip)	Total Price (AxB)
1	\$	\$
Tanker Transportation Fee for Initial Period: (applicable taxes extra)		\$

E) FOR EXTENSION PERIOD:

Kootenay National Park**		Extension Period (June 1st, 2017 to May 31, 2018)
(A)*	(B)	(C)
Estimated Number of Trips Annually	Firm Transportation Fee to Park Gate (\$/trip)	Total Price (AxB)
1	\$	\$
Tanker Transportation Fee for Extension Period: (applicable taxes extra)		\$



Annex E

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Evaluation Sample

File No. 5P420-14-0838

A)* The estimated number of trips annually is for evaluation purposes only during the solicitation process. The actual number of trips during the Initial Standing Offer Period and the Extension Period may be more or less, as determined by the annual occurrence of fires.

** The Park listed above is for evaluation purposes only during the solicitation process. Each Park will be evaluated individually using the Evaluation Sample herein.

Per Kilometer Tanker Transportation Fee Beyond Each Park Gate

F) FOR THE INITIAL STANDING OFFER PERIOD:

Kootenay National Park**		Initial Standing Offer Period (Date of Issue to May 31, 2017)
(A)*	(B)	(C)
Estimated Number of Kilometers Annually	Firm per km Transportation Fee Beyond Park Gate (\$/km)	Total Price (AxB)
55	\$	\$
Tanker Transportation Fee for Initial Period: (applicable taxes extra)		\$

G) FOR EXTENSION PERIOD:

Kootenay National Park**		Extension Period (June 1st, 2017 to May 31, 2018)
(A)*	(B)	(C)
Estimated Number of Kilometers Annually	Firm per km Transportation Fee Beyond Park Gate (\$/km)	Total Price (AxB)
55	\$	\$
Tanker Transportation Fee for Extension Period: (applicable taxes extra)		\$

A)* The estimated number of kilometers beyond the Park Gate annually is for evaluation purposes only during the solicitation process. The actual number of kilometers during the Initial Standing Offer Period and the Extension Period may be more or less, as determined by the annual occurrence of fires.

** The Park listed above is for evaluation purposes only during the solicitation process. Each Park will be evaluated individually using the Evaluation Sample herein.



Annex E

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Evaluation Sample

File No. 5P420-14-0838

Refuelling Operator

H) FOR THE INITIAL STANDING OFFER PERIOD:

		Initial Standing Offer Period (Date of Issue to May 31, 2017)
(A)*	(B)	(C)
Estimated Number of Days (Per Year)	Firm Per Diem Rate (\$/day)	Total Price (AxB)
5	\$	\$
Total Estimated Refuelling Operator Price for Initial Period: (applicable taxes extra)		\$

I) FOR EXTENSION PERIOD:

		Extension Period (June 1, 2017 to May 31, 2018)
(A)*	(B)	(C)
Estimated Number of Days (Per Year)	Firm Per Diem Rate (\$/day)	Total Price (AxB)
5	\$	\$
Total Estimated Refuelling Operator Price for Extension Period: (applicable taxes extra)		\$

(A)* The estimated number of days is for evaluation purposes only during the solicitation process. The actual number of days during the Initial Standing Offer Period and Extension Period may be more or less, as determined by the Project Authority or Identified User Representative.

Tanker Driver

J) FOR THE INITIAL STANDING OFFER PERIOD:

		Initial Standing Offer Period (Date of Issue to May 31, 2017)
(A)*	(B)	(C)
Estimated Number of Days (Per Year)	Firm Per Diem Rate (\$/day)	Total Price (AxB)
5	\$	\$
Total Estimated Tanker Driver Price for Initial Period: (applicable taxes extra)		\$



Annex E

Bulk Aviation Turbine Fuel, Mobile Tanker Rental, Driver and Refuelling Operator for Parks

Canada's Western National Parks

Evaluation Sample

File No. 5P420-14-0838

K) FOR EXTENSION PERIOD:

		Extension Period (June 1, 2017 to May 31, 2018)
(A)*	(B)	(C)
Estimated Number of Days (Per Year)	Firm Per Diem Rate (\$/day)	Total Price (AxB)
5	\$	\$
Total Estimated Tanker Driver Price for Extension Period: (applicable taxes extra)		\$

(A)* The estimated number of days is for evaluation purposes only during the solicitation process. The actual number of days during the Initial Standing Offer Period and Extension Period may be more or less, as determined by the Project Authority or Identified User Representative.

Calculation of Evaluation Price:

A) Aviation Turbine Fuel (Jet A-1) - Bulk (Initial Period)- \$ _____ +
B) Aviation Turbine Fuel (Jet A-1) - Bulk (Option Period)- \$ _____ +
C) Mobile Tanker Rental (Initial Period) - \$ _____ +
D) Mobile Tanker Rental (Option) - \$ _____ +
E) Tanker Transportation Fee to each Park Gate (Initial Period) - \$ _____ +
F) Tanker Transportation Fee to each Park Gate (Option)- \$ _____ +
G) Per Kilometer Tanker Transportation Fee Beyond Each Park Gate (Initial Period) - \$ _____ +
H) Per Kilometer Tanker Transportation Fee Beyond Each Park Gate (Option) - \$ _____ +
I) Refuelling Operator (Initial Period) - \$ _____ +
J) Refuelling Operator (Option) - \$ _____ +
K) Tanker Driver (Initial Period) - \$ _____ +
L) Tanker Driver (Option) - \$ _____ +
= Total Evaluation Price: \$ _____ (applicable taxes extra)



ANNEX F
to PART 5 – GENERAL ENVIRONMENTAL CRITERIA
File No. 5P420-14-0838

The Contractor must meet and continue to meet four out of seven criterions during the entire duration of the Standing Offer.

Green practices within supplier's organization:	Insert a checkmark for each criteria that is met
Promotes a paperless environment through directives, procedures and/or programs.	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	
Registered to ISO 14001 or has an equivalent environmental management system in place	

