

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No. W3435-15H023/A		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Aviation Fuel (Grade Jet A-1) in accordance with Appendix A. •	W3435	W3435	360000	US Gal	\$	\$	See Herein	

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- Appendix E - Environmental Criteria

TITLE AIRCRAFT FUELING SERVICE

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" Statement of Work, appendix "B" Basis of Payment, appendix "C" Consumption Report, appendix "D" Federal Contractors Program for Employment Equity - Certification, and appendix "E" Environmental Criteria.

2. Summary

2.1 Requirement

To supply aviation fuel delivered into plane, including the provision of, or access to, fixed base operations, to the Department of National Defence at Brown Field Municipal Airport in San Diego, CA as detailed at Appendix "A" ; as and when requested by the Identified User, from date of issuance of standing offer up to and including December 31, 2015.

2.2 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).

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2.3 Federal Contractor's Program (FCP) for Employment Equity

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the appendix titled Federal Contractors Program for Employment Equity - Certification.

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 (2015-07-03) 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: three hundred and sixty five (365) days

2. Submission of Offers

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

3. Improvement of Requirement During Solicitation Period

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

4. Enquiries - Request for Standing Offers

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.

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.

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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. Alternate Products

Offerors may propose alternate products for the requirement identified at Line Item Details in accordance with Appendix A.

- i.) If no responsive offer is received for aviation fuel grade "Jet A-1" meeting ASTM D1655, NATO code F-35 or Aviation Fuel Quality Requirements for Jointly Operated Systems Jet A-1, then Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate products:

ASTM D1655 Aviation Turbine Fuel (grade Jet A) with FSII or PRIST

If Canada receives a responsive offer for aviation 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 Line Item Details.

Section II: Financial Offer

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

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 gallon offered must be in US dollars and must not exceed four decimal places.

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

The price for provision of fixed base operations must be included in the unit price quoted at Line Item Details. 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 gallon for the requirement, shown at Line Item Details, will be subject to weekly upward or downward adjustments as detailed below.

I Reference Marker

The unit price shown at Line Item Details, 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 _____

II Reference Marker Adjusted Price Effective Day:

After the initial price change, which comes into effect on date of issuance of standing offer, 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.

LA PIPELINE and USGC, Monday to Friday Average effective	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 Line Item Details 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.

Section IV: Additional Information

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

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) Technical compliance (in accordance with appendix "A").
- b) Compliance with a minimum of four of the seven environmental criteria listed at Appendix "E"

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

1.1.2 Alternate Products

Offerors may propose alternate products to the requirement shown at Line Item Details in accordance with Appendix "A".

A. If no responsive offer is received for aviation fuel grade "Jet A-1" meeting ASTM D1655, NATO code F-35 or Aviation Fuel Quality Requirements for Jointly Operated Systems Jet A-1, then Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate products:

1. ASTM D1655 Aviation Turbine Fuel (grade Jet A) with FSII or PRIST

If Canada receives a responsive offer for aviation fuel grade "Jet A-1" meeting ASTM D1655, NATO code F-35 or Aviation Fuel Quality Requirements for Jointly Operated Systems 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 US dollars, 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:

Compliance with the Basis of Payment as per Appendix "B".

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 gallon offered.

1.2.3 Price Adjustment Method

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The unit prices shown at Line Item Details 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 will be recommended for issuance of a Standing Offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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, 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer

1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form, to be given further consideration in the procurement process.

2. Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 or the additional information listed below within the time frame provided will render the offer non-responsive.

2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

2.2 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 appendix [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 appendix Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2.3 General Environmental Criteria Certification

By submitting the offer, the Offeror certifies that the information submitted in the General Environmental Criteria table found at Appendix "E" 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 Appendix "E";

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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 fulfill the requirement, including the provision of, or access to, fixed base operations, in accordance with the Statement of Work 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) (<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 (2015-07-03) 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 at the completion of the Standing Offer to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the Standing Offer 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 issuance of standing offer up to and including December 31, 2015.

4.2 Extension of the Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three month period, from 1 January 2016 to 31 March 2016 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 14 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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 the personnel of the Department of National Defence.

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 \$ 500,000.00 (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 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015-07-03), General Conditions - Goods (Medium Complexity)
- e) Appendix A, Statement of Work;
- f) Appendix B, Basis of Payment;
- g) Appendix C, Consumption Report
- h) 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 additional 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 additional 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*).

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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 Line Item Details.

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

The goods provided shall be subject to inspection by the Identified User Representative at destination, unless otherwise indicated in the Call-Up Instrument.

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 (2015-07-03), 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 30 minutes from receipt of a call-up against the Standing Offer unless otherwise specified at Appendix "A", 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

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

In addition, all invoices must contain the following information:

- 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;
- The eight (8) digit aircraft tail number, type(s) of aircraft, home base, squadron and country of origin;
- Any Airport fees shall be separated from the fuel price on the invoices; and
- The address where payment is to be sent.

2. Invoices must be distributed as follows:

- 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 Line Item Details.
- 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
STATEMENT OF WORK (SOW)**

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1. Scope

1.1. Purpose

- 1.1.1. The purpose of this Standing Offer is to contract for a turnkey aircraft fueling service, inclusive of fuel, refueling and de-fueling, on an as and when required basis at BROWN FIELD MUNICIPAL AIRPORT (ICAO:KSDN) in San Diego, California.
- 1.1.2. The services will support one (1) CF CC-130H (C-130H) Hercules.
- 1.1.3. The Canadian Forces (CF) will require the Contractor to provide all goods, services, facilities and equipment related to the aircraft fueling requirement described herein.

1.2. Background

- 1.2.1 The CF is participating in an exercise (Exercise COUGAR SOUTH) in San Diego, California which will require aircraft fuel and fueling services at the BROWN FIELD MUNICIPAL AIRPORT. The anticipated period of the operation is from
 - a) 20 October to 31 December 2015 (inclusive)

2. Applicable Documents

- 2.1 British Ministry of Defence Standard DEF STAN 91-91
- 2.2 ASTM D1655
- 2.3 Aviation Fuel Quality Requirements for Jointly Operated Systems (AFQRJOS)
<http://www.jigonline.com/wp-content/uploads/2013/02/Bulletin-60-AFQRJOS-Issue-27-Feb-2013.pdf> ;
- 2.4 Joint Inspection Group (JIG)/IATA issues: <http://www.jigonline.com>
- 2.4.1. Guidelines for Aviation Fuel Quality Control and Operating Procedures for Joint Airport Depots;
- 2.4.2. Guidelines for Aviation Fuel Quality Control and Operating Procedures for Joint Into-Plane Fuelling Service; and
- 2.5 [API-ASTM-IP Table 54A](#) and 54B

To order the book <http://www.astm.org/Standards/D1250.htm>

To order the CD <http://www.astm.org/BOOKSTORE/ADJUNCT/ADJD1250CD.htm>

3. Requirements

The requirements detailed herein are required for the duration of the Operation.

3.1 Tasks

- 3.1.1 The Contractor will provide aircraft fuel to the CF.
- 3.1.2 The Contractor will provide personnel with the technical and physical skills to properly re-fuel and de-fuel CF aircraft. The number, mix and scheduling of personnel resources is the sole responsibility of the Contractor.
- 3.1.3 The Contractor will provide all equipment to re-fuel, and de-fuel CF aircraft.
- 3.1.4 The Contractor will be responsible for all setup and maintenance activities.
- 3.1.5 The Contractor will be responsible for the remediation of sites in the event of a spill. All activities related to remediation must be in accordance with applicable environmental regulations.
- 3.1.6 The Contractor will report to the CF on the amount of fuel provided based on metered records.
- 3.1.7 The Contractor will designate a representative with the authority to liaise with the DND Technical Authority, or the Technical Authority's designated CF representative. The designated representative must be available 24/7 via a contact number provided by the Contractor to respond to any CF queries.

3.2 Technical Requirement

The Services provided by the Contractor must meet the specifications detailed below as a minimum. The Contractor may provide alternatives that exceed these requirements.

- 3.2.1 The Contractor must be able to deliver the fuel, and must be prepared to provide the re-fueling and de-fueling services when notified by the CF of any incoming or outgoing flight within a 30 minute timeframe.
- 3.2.2 The jet fuel must meet the latest edition of the following:
 - a. Aviation Kerosene Type, Jet A-1, NATO Code F-35, Joint Service Designation AVTUR and/or,
 - b. ASTM Standard Specification D1655 for Aviation Turbine Fuels "Jet A-1" and/or,
 - c. Aviation Fuel Quality Requirements for Jointly Operated Systems (AFQRJOS) for Jet A-1 based on the most stringent requirements for the two previous specifications. Note that Jet fuel that meets the AFQRJOS is usually referred to as "Jet A-1 to Check List" or "Check List Jet A-1" and, by definition, generally, meets the requirements of both of the above specifications.
 - d. If Aviation Kerosene Type Jet A-1 is not available, Type Jet A with FSII or PRIST, meeting ASTM D1655, is an acceptable alternate fuel.
- 3.2.3 The services rendered must be in accordance with the Joint Inspection Group (JIG)/IATA latest issues:

- a. Guidelines for Aviation Fuel Quality Control and Operating Procedures for Joint Airport Depots.
- b. Guidelines for Aviation Fuel Quality Control and Operating Procedures for Joint Into-Plane Fuelling Service.

3.2.4 The contractor must conform to the following re-fuelling and de-fuelling pressures:

- a. CC-130H (C-130 Hercules): re-fuelling pressure: 55 psi - De-fuelling: Pressure not required, as transfer boost pumps will be used.

3.2.5 The quantities of fuel delivered shall be determined by calibrated meter and shall be determined as net for invoicing purposes.

3.2.6 The quantity/volume of fuel shall be adjusted to 15° C in accordance with API-ASTM-IP Table 54A for wide cut type turbine fuels, and in accordance with Table 54B for aviation gasolines and kerosene type and high flash type turbine fuels, for invoicing purposes.

3.2.7 The anticipated average fuel consumption is provided in the table below:

CC-130H (C-130 Hercules)	The total average consumption for the duration of this operation is estimated at 2,400,000 lbs of aircraft fuel
Total estimated fuel consumption for the duration of this operation	Approximately 2,400,000 lbs

*** Note:** The above quantities are provided in good faith. Final requirements will be communicated by way of an issued approved call-up (attached form PWGSC 942). The Contractor (or Subcontractor) must be able to provide this form to the aircrew prior to fueling despite language barriers. The call-up must be in accordance with the Standing Offer.

3.3 Constraints

- 3.3.1 All work must comply with relevant safety standards and all local and national laws and regulations.
- 3.3.2 Services must be provided in all weather conditions.
- 3.3.3 Permits, licenses or other authorizations for any of the services, equipment and personnel being provided at the BROWN FIELD MUNICIPAL AIRPORT are the responsibility of the Contractor.
- 3.3.4 The Contractor must provide replacement equipment in the event of a mechanical failure or servicing requirement. Replacements must be provided within 60 minutes of any failure. Replacements, maintenance and repairs are the responsibility of the Contractor.

3.4 Client Support

- 3.4.1 To assist the Contractor, the CF will be responsible for:

- a. Providing the Contractor with a minimum of 4 hours advance notice on all scheduled flight arrivals and departures where the Contractor services will be required; and
- b. Contacting the Contractor to indicate the exact time that services will be required.

4. Deliverables

4.1 Fuel

- 4.1.1 The Contractor shall provide aircraft fuel.

4.2 Fuel Transaction Slips

- 4.2.1 The contractor must provide for each fuel transaction a transaction slip, for signature by the CF Authorized DND Technical Authority, or the Technical Authority's designated CF representative, including but not limited to:

- a. date and time
- b. fuel truck #
- c. name of the company
- d. jet fuel type
- e. unit of issue
- f. airplane # (tail number)
- g. quantity issued or defueled
- h. aircraft type
- i. operator (driver) name and signature
- j. pilot or technician name
- k. price for the transaction

- 4.2.2 The information on the transaction slip must be in English and must be legible.

- 4.2.3 One (1) copy of the transaction slip must be provided to the CF Authorized Officer at the time of transaction, one (1) copy shall be retained by the Contractor, and the original shall be submitted with the Contractor's invoice.

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

4.3 Final Delivery Report

- 4.3.1 The contractor must provide a final delivery report to the DND Procurement Authority. The final delivery report must accompany the contractor's invoice.

- 4.3.2 The final delivery report must include the following, but not limited to:

- a. date and time
- b. fuel truck #
- c. name of the company
- d. jet fuel type

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- e. unit of issue
- f. airplane # (tail number)
- g. quantity issued or defueled
- h. aircraft type
- i. operator (driver) name and signature
- j. pilot or technician name
- k. price for the transaction

APPENDIX B

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price per gallon for each requirement as specified in Line Item Details. Applicable taxes are extra.

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 Line Item Details, subject to weekly adjustment using Reference Markers, "USGC" or "LA Pipeline", as detailed at the clause entitled "Basis for Unit Price Adjustment" below.

UNIT PRICES / TAXES

The unit prices shown at Line Item Details *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 Line Item Details 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 Line Item Details.

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

1. PRICE ADJUSTMENT METHOD

Unit prices as shown at Line Item Details 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", as specified by the Offeror in Line Item Details).*

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:

USGC

Platt's Oilgram average weekly assessment for the United States Gulf Coast, Pipeline, Jet 54. The average weekly assessments will be based on the Monday to Friday week average of the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

LA PIPELINE

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

AREA OF COVERAGE

The unit prices shown at Line Item Details are subject to adjustment using the Reference Marker _____ (*Standing Offer Authority will indicate either "USGC" or "LA PIPELINE" as selected by the offeror in Part 3, section 3, Unit Price Adjustment of Part*) detailed above.

METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

Firm unit prices shown at Line Item Details will be subject to upward or downward adjustments using weekly price changes, detailed below.

Weekly Price Adjustment Effective Day:

After the initial price adjustment, which comes into effect on date of issuance of standing offer, all subsequent price adjustments will come into effect at 12:01 AM on _____ of each week. (*Standing Offer Authority will indicate the day of the week as selected by the offeror in Part 3, section 3, Unit Price Adjustment*)

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

a) Initial Adjustment: the unit price adjustments effective on date of issuance of standing offer will be equal to the applicable Reference Marker price for the week ending on the Friday prior to the date of issuance of standing offer ('B' week value) minus the applicable Reference Marker price for the week ending on September 04, 2015 ('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.

The Reference Marker price average weekly assessment will be rounded to four decimal places to the nearest hundredth of a cent per gallon (\$0.0001/gallon). 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)

a) Related "LA PIPELINE" marker price for week ending November 25, 2011 = \$ 3.0608

b) Related "LA PIPELINE" marker price for week ending February 03, 2012 = \$ 3.0910

Offer Price = US \$ 3.1254 per gallon

c) b) minus a) = US \$ 0.0302 per gallon

d) c) + Offer Price = US \$ 3.1556 per gallon

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*.

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UNIT PRICE ADJUSTMENT SCHEDULE			
Unit Price Adjustment	"A" Week ending on	"B" Week ending on	Unit Price Adjustment Effective Date
1	*September 04, 2015	October 16, 2015	October 20, 2015
2	September 04, 2015	October 23, 2015	As indicated at "Method of Calculating Unit Price Adjustments"
3	September 04, 2015	October 30, 2015	As indicated at "Method of Calculating Unit Price Adjustments"
	September 04, 2015	Sequential weekly periods, up to and including Dec 25, 2015	Sequential weekly periods, as indicated at "Method of Calculating Unit Price Adjustments", up to and including December 29, 2015**

*The per-gallon "A" week values in \$ US per gallon for week ending September 04, 2015 for each Reference Marker are:

USGC	:	\$1.4554
LA PIPELINE	:	\$1.5380

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.

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APPENDIX C- CONSUMPTION REPORT

Consumption Report / Rapport de consommation

APPENDIX/ANNEXE C

Consumption Report/ Rapport De Consommation

PWGSC FILE NO: E60H-4-0050/000/A													
Standing Offer / Offre à commande:				E60H-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	Number of call us Nombre de commandes	Quantity Purchased Quantité des factures	Total value of Invoiced Valeur totale des factures	Number of call-us Nombre de commandes	Quantity Purchased Quantité des factures	Total value of Invoiced Valeur totale des factures	Number of call-us Nombre de commandes	Quantity Purchased Quantité des factures
Jun 1, 2012 - Jun 30, 2012													
Jul 1, 2012 - Sep 30, 2012													
Total													
QC41	SLIP	RCMP - Montreal	Montreal PQ	Jet A1 w/95UL	50,000	1	5,000 \$	5,520 \$	18	5000 \$	5,520 \$	19	17,417 \$
QC41	SLIP	TC	Montreal PQ	Jet A1 w/95UL	300,000	2	2,000 \$	2,208 \$	17	500 \$	552 \$	19	11,463 \$
QC41	SLIP	DND	Montreal PQ	Jet A1 w/95UL	250,000	3	90,000 \$	99,360 \$	16	50,000 \$	55,200 \$	19	238,349 \$
QC41	SLIP	RCMP - Prince George	Calgary AB	Jet A1 w/95UL	3,000	4	10,000 \$	11,040 \$	15	250 \$	276 \$	19	10,290 \$
QC41	SLIP	RCMP - Edmonton	Calgary AB	Jet A1 w/95UL	120,000	5	6,000 \$	6,624 \$	14	1,000 \$	1,104 \$	19	72,328 \$
QC41	SLIP	RCMP - Richmond	Calgary AB	Aviation Gasoline	10,000	6	25,000 \$	27,600 \$	13	5,200 \$	5,741 \$	19	33,494 \$
QC41	SLIP	RCMP - Richmond	Calgary AB	Jet A1 w/95UL	60,000	7	2,000 \$	2,208 \$	12	6,950 \$	7,673 \$	19	22,812 \$
QC41	SLIP	DND	Calgary AB	Jet A1 w/95UL	1,100,000	8	250,000 \$	276,000 \$	11	90,000 \$	99,360 \$	19	920,651 \$
QC41	SLIP	RCMP - Edmonton	Edmonton AB	Jet A1 w/95UL	300,000	9	5,000 \$	5,520 \$	10	200 \$	221 \$	19	7,294 \$
QC41	SLIP	RCMP - Edmonton	Edmonton AB	Jet A1 w/95UL	5,000	10	1,000 \$	1,104 \$	9	2,000 \$	2,208 \$	19	2,807 \$
QC41	SLIP	TC	Edmonton AB	Jet A1	40,000	11	300 \$	331 \$	8	-	-	19	1,200 \$
QC41	SLIP	DND	Edmonton AB	Jet A1 w/95UL	2,500,000	13	150,000 \$	166,600 \$	6	5,000 \$	5,520 \$	19	2,117,623 \$
QC41	SLIP	RCMP - Richmond	Edmonton BC	Jet A1 w/95UL	100,000	14	2,000 \$	2,208 \$	5	90,000 \$	99,360 \$	19	326,161 \$
QC41	SLIP	RCMP - Prince George	Edmonton BC	Jet A1 w/95UL	40,000	15	1,000 \$	1,104 \$	4	632 \$	698 \$	19	21,164 \$
QC41	SLIP	RCMP - Kelowna	Edmonton BC	Jet A1 w/95UL	10,000	16	5,000 \$	5,520 \$	3	-	-	19	600 \$
QC41	SLIP	TC	Edmonton BC	Jet A1 w/95UL	10,000	17	5,000 \$	5,520 \$	2	-	-	19	5,000 \$
QC41	SLIP	DND	Edmonton BC	Jet A1 w/95UL	10,000	18	5,000 \$	5,520 \$	1	450 \$	497 \$	19	227,540 \$

**APPENDIX "D " 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 appendix Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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APPENDIX E
to PART 5 – GENERAL ENVIRONMENTAL CRITERIA

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

Green practices within supplier's organization:	Insert a checkmark for each criterion 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	