

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Aircraft Fueling Service	
Solicitation No. - N° de l'invitation W3435-15H042/A	Date 2015-10-05
Client Reference No. - N° de référence du client W3435-15H042	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-654-68104	
File No. - N° de dossier hl654.W3435-15H042	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-10-21	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: MacLeod, Bobbi	Buyer Id - Id de l'acheteur hl654
Telephone No. - N° de téléphone (819) 956-3949 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Fuel & Construction Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	Boise Air Terminal (ICAO:KBOI) In Boise, Idaho	W3435	DEPARTMENT OF NATIONAL DEFENCE 17 Wing Winnipeg P.O.BOX 17000 STN FORCES WCompt AVPOL Clerk WINNIPEG Manitoba R3J3Y5 Canada

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	AIRCRAFT FUELING SERVICE for Boise , Idaho including the provision of, or access to, fixed base operations, in accordance with the Statement of Work at Appendix A. • As and when requested up to 105,000 US gallons. • Anticipated Dates are from October 20 to 23, 2015.	D - 1	W3435	52500	GAL	\$	XXXXXXXXXXXX	See Herein	

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
2	AIRCRAFT FUELING SERVICE BOISE IDA HO including the provision of, or access to, fixed base operations, in accordance with the Statement of Work at Appendix A. • As and when requested up to 105,000 US gallons. • Anticipated Dates are from November 23 to 26, 2015.	D - 1	W3435	52500	GAL	\$	XXXXXXXXXXXX	See Herein	

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hl654

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- Appendix A - Statement of Work
- Appendix B - Basis of Payment
- Appendix C - Request Against a Contract

TITLE AIRCRAFT FUELING SERVICE

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. 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 Boise Airport in Boise, Idaho as detailed at Appendix "A" ; as and when requested by the Identified User, for a total potential quantity of up to 105,000 US gallons.

Estimated delivery dates are as follows:

- a) October 20 to 23, 2015; and
- b) November 23 to 26, 2015

2.1 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).

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids 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 bid solicitation.

3. Enquiries – Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 bidders do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

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

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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, bidders 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 Bid

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

A. Alternate Products

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

- i.) If no responsive bid 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, bids for the following alternate products:

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

If Canada receives a responsive bid for aviation fuel grade Jet A-1 then any bids for the alternate product will not be considered.

The Bidder must insert the alternate product to be supplied and the per unit price in Line Item Details.

Section II: Financial Offer

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

Bids 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 quoted 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 6 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 bid 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 Bidder must select only one Reference Marker, either "USGC" or "LA PIPELINE". Bidders must indicate the Reference Marker that applies to its bid by inserting an X in the space provided below.

USGC _____ LA PIPELINE _____

II Alternative Price Adjustment Method

The Bidder may propose "Posted Price at time of Delivery", with or without discount, as the Price Adjustment Method in its bid. The Bidder 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 bid is received for the requested Reference Marker Price Adjustment Method.

D. Payment by Credit Card

Canada requests that Bidders complete one of the following:

(a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

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 invoices.

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

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Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1. Technical Evaluation

Bids must contain all the technical information requested in the bid solicitation 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 bid:

a) Technical compliance (in accordance with appendix "A").

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

1.1.2 Alternate Products

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

A. If no responsive bid 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, bids for the following alternate products:

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

If Canada receives a responsive bid 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 bids for the alternate product will not be considered.

1.2 Financial Evaluation

The price of the bid will be evaluated in US dollars, Incoterms 2000 "DDP Delivered Duty Paid, applicable taxes excluded.

1.2.1 Mandatory Financial Criteria

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

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

Bidders 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

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.

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If no bid is received based on Reference Marker then Canada, at its sole discretion, may consider bids for the following alternate Price Adjustment Method:

Posted Price at time of delivery

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period, or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required with the Offer

Bidders must submit the following duly completed certifications as part of their bid

1.1 Declaration of Convicted Offences

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

2. Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

PART 6 – RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items as detailed under the Line Item Detail, including the provision of, or access to, fixed base operations, in accordance with the Statement of Work at Appendix "A", as and when requested, for a total potential quantity of up to 105,000 US gallons.

2.1 Order Procedure

A representative of the Department of National Defence will order fuel directly from the Contractor using Appendix C - Request against a Contract. There could be up to 2 orders, as defined in section 4.2.

Canada is not obligated to request any fuel.

2.2 Delivery Verification

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

2.3 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.

2.4 Inspection

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

2.5 Acceptance

The work provided shall be subject to acceptance by the Identified User representative at destination, unless otherwise indicated in the request.

3. Standard Clauses and Conditions

3.1 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).*

3.2 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
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4. Term of Contract

4.1 Period of Contract

The work is to be performed during the period of October 20, 2015 to December 31, 2015.

4.2 Delivery Date

All the requested deliverables must be received as follows:

Line Item 1- During the period of October 20th to October 23rd, 2015

Line Item 2- During the period of November 23rd to November 26th, 2015

Delivery dates for all items to be confirmed by the Department of National Defence.

4.3 Delivery Lead Time

Delivery must be made within 30 minutes from receipt of a request unless otherwise specified at Appendix "A", or mutually agreed upon by the Contractor and the Identified User representative.

5. Authorities

5.1 Contracting Authority

The Contracting 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 Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Identified Users

The Identified Users authorized to request the product against the contract are the personnel of the Department of National Defence.

5.3 Contractor's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

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

6.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

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.

6.4 Payment by Credit Card *(The Contracting Authority must complete one of the clauses if the bidder has accepted payment by credit card(s) {Visa, Master Card} as specified by the bidder 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. 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:

- Contract Serial Number;
- Identified User and request 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:

- A) The original and one (1) copy 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.
- B) Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the Identified User Representative. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip. Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

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

3. Invoice submission by e-mail is acceptable where authorized by the Contracting Authority. E-mail addresses will be provided by the Contracting Authority at contract award.

8. 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.

9. Certifications

9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract 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 bidder in its bid, if applicable*).

11. 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 Articles of Agreement;
- b) the general conditions 2010A (2015-07-03), General Conditions - Goods (Medium Complexity)
- c) Appendix A, Statement of Work;
- d) Appendix B, Basis of Payment;
- e) the Contractor's bid dated _____ (*insert date of bid*), (*if the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

12. Fixed Base Operation

The contractor must provide at contract award 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 contractor must maintain a

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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 contract.

14. Shipping Instructions - DDP

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

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APPENDIX A STATEMENT OF WORK (SOW)

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1. Scope

1.1. Purpose

- 1.1.1. This requirement is to contract for a turnkey aircraft fueling service, inclusive of fuel, refueling and de-fueling, on an as and when required basis at BOISE Air Terminal (ICAO:KBOI) in Boise, Idaho.
- 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 BOISE AIR TERMINAL. The anticipated periods of the operation is from
 - a) 20 October to 23 October 2015 (inclusive)
 - b) 23 November to 26 November 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 700,000 lbs of aircraft fuel
Total estimated fuel consumption for the duration of this operation	Approximately 700,000 lbs

*** Note:** The above quantities are provided in good faith. Final requirements will be communicated by way of an issued approved request against a contract (attached Appendix C). The Contractor (or Subcontractor) must be able to provide this form to the aircrew prior to fueling despite language barriers. The requested volumes must be in accordance with the contract.

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 BOISE AIR TERMINAL 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 in accordance with section 3.2.2.

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:

Solicitation No. - N° de l'invitation
W3435-15H042/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hl654

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

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 Contractor is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, as a result of the sale of the work to Canada, except as otherwise provided in the Contract and substantiated by invoice. Canada will pay to the Contractor 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 Contract. A bid 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 _____ . *(Contracting Authority will insert either "Reference Marker" Weekly Average or "Posted price at time of delivery", as specified by the Bidder in Line Item Details).*

A. POSTED PRICE AT TIME OF DELIVERY

The Contractor'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 _____ *(Contracting Authority will indicate either "USGC" or "LA PIPELINE" as selected by the bidder 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.

The adjustment to the unit price effective at contract award will be equal to the applicable Reference Marker price for the week ending on the **Friday just prior to the delivery date** ("B" week value) minus the applicable Reference Marker price for the week ending **September 24, 2015** ('A' week value) plus the bid 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

*The per-gallon "A" week values in \$ US per gallon for week ending September 24, 2015 for each Reference Marker are:

USGC	:	\$1.3792
LA PIPELINE	:	\$1.4914

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;

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the parties will mutually agree upon an appropriate and comparable substitute and the contract will be modified to reflect such substitute on a mutually agreed upon date.



APPENDIX C - REQUEST AGAINST A CONTRACT DEMANDE CONTRE UN CONTRAT

In accordance with

CONTRACT NO.W3435-15H042/001/HL

Dated

and the terms and conditions therein, you are
requested to carry out the work described below.

Conformément à

le CONTRAT N° W3435-15H042/001/HL

en date du

et les modalités qui y sont énumérées, vous êtes prié
d'exécuter les travaux décrits ci-après.

Request no. - N° de commande

Contractor's name and address - Nom et adresse de l'entrepreneur

Send invoice to - Expédier la facture à

Project no. - N° du projet

Note:

Quote contract number, project number and request number on your invoice.
Inscrire le numéro du contrat, le numéro du projet et le numéro de la demande sur la facture.

Location of work - Endroit des travaux

Request cost, GST extra - Coût de la commande, TPS en plus

Work description - Description des travaux

Departmental Representative - Représentant du ministère

Signature

Date