



**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**

Title - Sujet JET A - 1 AVIATION FUEL IN DRUMS	
Solicitation No. - N° de l'invitation 5P414-150585/A	Date 2015-12-30
Client Reference No. - N° de référence du client 5P414-150585	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-603-68743
File No. - N° de dossier hl603.5P414-150585	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-02-11	
Time Zone Fuseau horaire Eastern Standard Time EST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Kamanayo, Gatsimbanyi	Buyer Id - Id de l'acheteur hl603
Telephone No. - N° de téléphone (873)469-3343 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PARKS CANADA P.O.BOX 750 WOOD BUFFALO NATL PARK FORT SMITH Northwest Territories X0E0P0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

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

Instructions: See Herein

Instructions: Voir aux présentes

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



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	HELICOPTER JET A AVIATION FUEL DRU MS FOR THE PURPOSE OF MANAGING WILDFIRES IN WBNP , 2 YEAR STANDING OFFER - DETAILS ARE SPECIFIED AT ANNEX A.	5P414	5P414	150000	L	\$	\$		See Herein	

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement (Annex "A"), the Basis of Payment (Annex "B") and the Consumption Report (Annex "C").

1.2 Summary

- 1.2.1 To supply Aviation Fuel (Jet A-1 with Fuel System Icing Inhibitor (FSII)) to Parks Canada (Wood Buffalo National Park) as detailed at Annex "A" attached hereto; as and when requested by the Identified User, during the period of April 1, 2016 to up and including March 31, 2018.

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

- 1.2.2 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, the Canada-Colombia Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade (AIT).

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1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2015-09-03) 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: one hundred and twenty (120) days

2.2 Canadian General Standards Board - Standards

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

Canadian General Standards Board Sales Centre

Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: 819-956-0425 or 1-800-665-CGSB (Canada only)
Fax: 819-956-5644
E-mail: ncr.cgsb-ongc@tpsgc-pwgsc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

2.3 Submission of Offers

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

2.4 Enquiries - Request for Standing Offers

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

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

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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.

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

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

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

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

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

Section II: Financial Offer

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

Offerors must submit their price Delivery Duty Paid (DDP) and unloaded at destinations indicated at Annex "A". Offers are to be based on the corresponding "A" week value of Annex "B", Basis of Payment.

A. Unit price

The firm unit price per litre offered must be in Canadian dollars and must not exceed four decimal places. All applicable delivery charges and costs associated with the collection and disposal of empty drums, delivered under the resulting Standing Offer, must be included in the firm unit price per litre.

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 price per litre will be subject to weekly upward or downward adjustments as detailed at Annex "B", Basis of Payment.

I. Reference Marker

The unit price shown at Annex "B" is subject to adjustment using the Reference Marker "USGC".

II. Adjusted Price Effective Day:

After the initial price change, which comes into effect on April 1, 2016, all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

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 Wednesday.

3.1.1 Payment by Credit Card *(delete the clause if not applicable)*

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.

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

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

4.1.2.1 Mandatory Financial Criteria

- (a) Compliance with the Basis of Payment as per Annex "B";
- (b) Compliance with the financial capability as specified in Part 6.

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

4.1.2.2 Evaluated Price

The evaluated price will be calculated as a weighted average unit price from the unit prices offered at Annex "B", with the following weighting factors:

Fort Smith: 0.6

Mile 99: 0.25

Pine Lake Fire Camp: 0.1

Garden River: 0.05

The Evaluated Price = 0.6 x(Unit Price, Fort Smith) + 0.25x(Unit Price, Mile 99) + 0.1x(Unit Price, Pine Lake) + 0.05x(Unit Price, Garden River).

4.2 Basis of Selection

An offer must comply with the requirement 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.

For the purpose of establishing a back-up supplier, Canada may issue a second Standing Offer to the responsive offer with the second lowest evaluated price. In order to be considered, the evaluated price offered by the second lowest responsive offeror cannot exceed the lowest responsive offer by more than 10%.

PART 5 - CERTIFICATIONS

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.

5.1 Certifications Required with the Offer

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

5.1.1 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](http://www.tpsgc-pwgsc.gc.ca/ci-iff/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-iff/formulaire-form-eng.html>), to be given further consideration in the procurement process.

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

The certifications and additional information listed below should be 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 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.

5.2.2 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_eq/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_eq/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_eq/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_eq/eq/emp/fcp/list/inelig.shtml)

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Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 General Environmental Criteria Certification

The Offeror must select and complete one of the following two certification statements.

- A) The Offeror certifies that the Offeror is registered or meets ISO 14001.

Offerors' Authorized Representative Signature

Date

or

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- B) The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Offerors' 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.	

Offerors' Authorized Representative Signature

Date

5.3 Certificate of Conformance

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

Signature

Date

PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

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

6.2 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

7A STANDING OFFER

7A.1 Offer

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7A.1.1 Product Standard

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

7A.2 Security Requirement

There is no security requirement applicable to this Standing Offer.

7A.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.

7A.3.1 General Conditions

2005 (2015-09-03) 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

7A.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

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

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2016 to March 31, 2018.

7A.5 Authorities

7A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Gatsimbanyi Kamanayo
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Logistics, Electrical, Fuel and Transportation Directorate
Address: 7A2 # 34 Portage III
11 Laurier Street
Gatineau, Quebec K1A 0S5
Telephone: 873-469-3343
Facsimile: 819-956-5227
E-mail address: gatsimbanyi.kamanayo@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.

7A.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

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7A.5.3 Offeror's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

7A.6 Identified User

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

7A.7 Call-up Procedures

7A.7.1 Where only one Standing Offer has been issued

The call-up will be issued, by the Identified User, to the qualified Standing Offer holder.

7A.7.2 Where more than one Standing Offer has been issued

Call-ups will be issued on a right of first refusal basis. Call-ups must first be raised against the Standing Offer of the offeror with the lowest responsive offer (RISO _____). If this offeror cannot deliver fuel, the Identified User will then make a call-up against the standing offer of the offeror with the second lowest responsive offer (RISO _____). In emergency situations, Canada reserves the right to order fuel from the standing offer holder that can offer the shortest delivery time.

When the offerors are unable or refuse to fulfill the requirement, the identified user is required to document its file appropriately.

7A.8 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.

7A.9 Limitation of Call-ups

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

7A.10 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015-09-03), General Conditions - Goods (Medium Complexity)
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment;
- g) Annex "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*).

7A.11 Certifications

7A.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7A.12 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*).

7B 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.

7B.1 Requirement

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

7B.1.1 Delivery Verification

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

7B.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.

7B.1.3 Acceptance

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

7B.1.4 Certificate of Analysis (CoA)

A copy of the certificate of analysis must be provided to the Identified User Representative at the delivery point.

7B.1.5 Drums

It is mandatory that drums be new.

Drummed requirements are identified in Appendix "A".

Aviation fuel in drums must be less than 12 months old from fill date when supplied. Storage, handling, and dispensing of aviation fuels in drums must be in accordance with CSA B836 (latest edition), especially the "Aviation fuel in drums" section.

Closures on drums shipped must be over sealed with "Tri-sure" or "Rieke" seals.

7B.2 Standard Clauses and Conditions

7B.2.1 General Conditions

2010A (2015-09-03), 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).*

7B.2.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

7B.3 Term of Contract

7B.3.1 Delivery Date

Delivery must be made within 48 hours from receipt of a call-up against the Standing Offer unless mutually agreed upon by the Standing Offer holder and the Identified User representative. In emergency situations, the standing Offer holder may be requested to deliver within less than 48 hours from receipt of a call-up.

7B.4 Payment

7B.4.1 Basis of Payment

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

7B.4.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

7B.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.

7B.4.4 Payment by Credit Card *(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 _____

7B.5 Invoicing Instructions

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

In addition, all invoices must contain the following information:

- Standing Offer Serial Number;
- Identified User and call-up document number;
- Delivery Destination (including building numbers where applicable);
- Product Identification, quantity and price per litre;

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

The original and two (2) copies of each invoice must be made out to the Identified User Representative and forwarded to the invoicing address as set out in the call-up against the Standing Offer.

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.

7B.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.

7B.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.

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ANNEXES

ANNEX "A" – REQUIREMENT

ANNEX "B" – BASIS OF PAYMENT

ANNEX "C" – CONSUMPTION REPORTS

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ANNEX "A": REQUIREMENT

The requirement is for the supply and delivery of aviation turbine fuel in drums, at various locations within Wood Buffalo National Park, on an 'as and when requested' basis by the Identified User.

The Aviation Turbine Fuel must be of grade Jet A-1 (with Fuel System Icing Inhibitor - FSII) and must meet the Standards CAN/CGSB-3.23-2012 (latest edition). The total estimated quantity for the period from April 1, 2016 to March 31, 2018, is 150,000 litres (or 732 drums). The contractor must deliver the fuel in new drums. Empty drums must be picked up by the contractor at no additional expense. The minimum delivery quantity per call-up must be 20 drums (4,100 litres).

The truck-accessible locations within Wood Buffalo where the fuel will be delivered are listed below:

- Fort Smith located at 1350 km north of Edmonton (and at 300 km Southeast of Yellowknife) at the border of Alberta and North West Territory. Fort Smith is the Headquarters of Wood Buffalo National Park.
- Pine Lake is locate at 58 km south of Fort Smith
- Mile 99 is located at 120 km west of Fort Smith
- Garden River is located at 760 km southwest of Fort Smith

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ANNEX "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 as specified below. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

1. UNIT FIRM PRICES / TAXES

The firm unit price shown below *exclude* all taxes or levies that may be or are imposed on the sale of the work pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Offeror is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, as a result of the sale of the work to Canada, except as otherwise provided in the Standing Offer, Canada will pay to the Offeror an amount equal to such tax or levy where applicable and substantiated by invoice.

1.1 Firm Unit price

The firm unit prices offered for delivery of Jet A-1 with FSII (including drum charges) at the following locations are as follows:

- a) Unit Price for Fort Smith, NWT: \$ _____ /litre
- b) Unit Price for Pine Lake Fire Camp: \$ _____ /litre
- c) Unit Price for Mile 99: \$ _____ /litre
- d) Unit Price for Garden River: \$ _____ /litre

1.2 Disposal charges for Drums

The prices offered above include the drum charges. The drums will be collected by the Supplier at no additional charges for disposal. Disposal charges of \$35 will be deducted from future invoices for each drum uncollected within a reasonable timeframe agreed upon between the offeror and Parks Canada.

The offeror will not be expected to collect the drums delivered under the last call-up against the Standing Offer and will not be charged a disposal fee.

2. PRICE ADJUSTMENT.

The firm unit prices per litre offered above in section 1.1 will be subject to upward or downward adjustments using weekly price changes, detailed below.

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

3. REFERENCE MARKER / BASIS FOR UNIT PRICE ADJUSTMENTS

The Reference Marker is **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.

4. 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.

5. METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

After the initial price adjustment, which comes into effect on April 1, 2016, 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 II.c, Unit Price Adjustment*)

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

a) Initial adjustment: the unit price adjustment effective on April 1, 2016 will be equal to the applicable Reference Marker price for the week ending on March 25, 2016 minus the applicable Reference Marker price for the week ending on December 25, 2015 ("A" week value) plus the offer price;

b) Subsequent Weekly adjustments: the unit price effective on the day of every subsequent week after the week ending March 25, 2016, will be equal to:

the Reference Marker price for the previous week
minus Reference Marker of the week ending on December 25, 2015 ("A" week value);
plus the Offer price.

For "USGC" Reference Marker, the average weekly price will be:

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

The Reference Marker price converted to Canadian dollars per litre will be rounded to four decimal places to the nearest hundredth of a cent per litre (\$0.0001/litre). Not considering any resultant value in the sixth decimal place, the fifth decimal place will be rounded as follows; less than or equal to \$0.00004 rounded down, \$0.00005 - \$0.00009 rounded up.

Example of calculation using the "USGC" Marker for the week ending January 13, 2012:
(*This is for example only and does not commit the Crown to anything.*)
(*All prices indicated are for example purposes only*)

Related "USGC" marker price for week ending January 6, 2012 = \$3.1145
Bank of Canada official exchange rate for week ending January 6, 2012 = \$ 1.0164 per U.S. dollar
Reference Marker of the week ending on January 7, 2011 ("A" week value): \$0.6581
Offered Price is: Cdn \$1.0254 per litre.

Litres in a US gallon = 3.785412

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a= Reference Marker price for the previous week (week ending January 6, 2012)
 = $(\$3.1145 \times 1.0164) / 3.785412 = 0.83626$ \$ rounded to Cdn. \$ 0.8363 per litre
 b= Reference Marker of the week ending on January 7, 2011 ("A" week value): \$0.6581
 c= a minus b= $\$0.8363 - \$0.6581 = \text{Cdn } \$0.1782$

d=c+Offered Price = $\$0.1782 + \$1.0254 = \$1.2036$ per litre (price for the week ending January 13, 2012)

6. UNIT PRICE ADJUSTMENT SCHEDULE

The firm unit prices per litre will only be adjusted on the relevant *Firm Unit Price per Litre Adjustment Effective Date* and must remain *in effect until the next scheduled Firm Unit Price per Litre Adjustment Effective Date*.

UNIT PRICE ADJUSTMENT SCHEDULE			
Firm Unit Price per Litre Adjustment	* "A" Week ending on	"B" Week ending on	Firm Unit Price per Litre Adjustment Effective Date
1	December 25, 2015	March 25, 2016	April 1, 2016
2	December 25, 2015	April 1, 2016	As indicated at "Method of Calculating Unit Price Adjustments"
	December 25, 2015	Sequential weekly periods, up to and including March 30, 2018	Sequential weekly periods, as indicated at "Method of Calculating Firm Unit Price per Litre adjustments", up to and including March 30, 2018**

*The per-litre "A" week value for the week ending **December 25, 2015** is::

USGC Reference marker: **\$0.3778**

** the unit prices effective during the week ending March 30, 2018 will remain effective until the end of period of the Standing Offer.

