



**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 AVIATION TURBINE FUEL - JET A-1	
Solicitation No. - N° de l'invitation E60HL-160055/A	Date 2016-10-06
Client Reference No. - N° de référence du client E60HL-160055	GETS Ref. No. - N° de réf. de SEAG PW-\$\$HL-603-71679
File No. - N° de dossier hl603.E60HL-160055	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-16	
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: PAT BAY AIRPORT - VICTORIA BRITISH COLUMBIA	
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

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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, the Basis of Payment, the Consumption Report and DND Inspection and Supplementary Conditions of Supply.

1.2. Summary

1.2.1 Requirements

To supply Aviation Fuel (Jet A-1 with Fuel System Icing Inhibitor (FSII)) delivered to plane (Hot Refueling) at Pat Bay Airport, Victoria (BC), as detailed at Annex A attached hereto; as and when requested by the Identified User, during the period of **December 1, 2016** up to and including **November 30, 2018**.

1.2.2 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, 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)* (<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 (2016-04-04) 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.

2.2. 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 can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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2.5. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

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

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

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

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

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

Alternate Product

Offerors may propose any of the following alternate products for the requirement identified at Annex A.

- Alternate Product 1: CAN/CGSB-3.23-2012 Aviation Turbine Fuel (grade Jet A-1)**
- Alternate Product 2: CAN/CGSB-3.23-2012 Aviation Turbine Fuel (grade Jet A)**

However, alternate products will only be evaluated as detailed at Part 4, 1.1.2 - Alternate Product Evaluation.

The Offeror will insert the alternate product to be supplied and the per unit price in Annex "A" if applicable.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B - Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Offerors must submit their price Delivery Duty Paid (DDP) and unloaded at destinations as 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 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.

1. Reference Marker

The unit price shown at Annex A will be subject to adjustment using either Reference Marker "USGC" or "LA PIPELINE". See Annex "B", clause entitled "BASIS FOR UNIT PRICE ADJUSTMENTS". The Offeror must select only one Reference Marker, either "USGC" or "LA PIPELINE". Offeror must indicate the Reference Marker that applies to its offer by inserting an X in the space provided below.

USGC _____ LA PIPELINE _____

2. Reference Marker Adjusted Price Effective Day:

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

	12:01AM Mon.	12:01AM Tues.	12:01AM Wed.	12:01AM Thu.	12:01AM Fri.
USGC/La Pipeline, Monday to Friday Average effective	_____	_____	_____	_____	_____

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

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within 5 days of the request. Otherwise, the day of the week selected will be Wednesday.

D. Electronic Payment of Invoices – Offer

Canada requests that Offerors complete option 1 or 2 below:

1. Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

2. Electronic Payment Instruments will not be accepted for payment of invoices.

The Offeror is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments 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

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

- a) Offerors must provide the requested product in conformance with Annex "A"; and
- b) If an alternate product is offered, the Offeror must clearly indicate the alternate product offered at Annex "A".

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

4.1.1.2 Alternate Product Evaluation

A. While Canada may accept alternate products, if Canada receives a responsive offer for CAN/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A-1) with FSII, then no offers for the alternate products will be considered.

If no responsive offer is received for CAN/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A-1) with FSII, then Canada, at its sole discretion, may evaluate, but is not bound to accept, offers for the following alternate products:

Alternate Product 1: CAN/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A-1)
Alternate Product 2: CAN/CGSB 3.23-2012 Aviation Turbine Fuel (grade Jet A)

Alternate product 2 will only be considered if no offer is received for alternate product 1.

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

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

- a) The Offeror must offer a firm unit price, subject to adjustment, in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination Incoterms 2000, Customs Duties included for the requirement at Annex "A"; and

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b. The Offeror's financial offer must be in accordance with the Annex "B",
Basis of Payment.

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

4.1.2.2 Evaluated Price

4.1.2.2.1 Evaluated price, will be determined by the unit price per litre offered for
the requirement.

4.2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all
mandatory technical and financial evaluation criteria to be declared responsive. The responsive
offer with the lowest evaluated price 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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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](#)" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

5.2.3 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.

Offeror's Authorized Representative Signature

Date

or

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 Offeror'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.	

Offeror's Authorized Representative Signature

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5.2.3.2 Certificate of Conformance

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

Signature

Date

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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 supply aviation fuel to plane, to DND Helicopters at Pat Bay Airport, Victoria (BC) as detailed at Annex "A", as and when requested by the Department of National Defence.

The product delivered by the Offeror must be in accordance with the product description, and instructions where applicable, shown 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 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>) issued by Public Works and Government Services Canada.

7A.3.1 General Conditions

2005 (2016-04-04) 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: October 1 to December 31;
2nd and 6th quarter: January 1 to March 31;
3rd and 7th quarter: April 1 to June 30;
4th and 8th quarter: July 1 to September 30.

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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 December 1, 2016 to November 30, 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: **Department of National Defence.**

7A.7. Call-up Procedures

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

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 **\$400,000.00** (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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016-04-04) , General Conditions - Goods (Medium Complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex D, DND Inspection and Supplementary Conditions of Supply
- h) Annex C, Consumption Report
- i) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

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

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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).

7A.13. Additional Plane Services

All services additional to basic fueling and Fixed Base Operation (FBO) services, such as Call Out Fees, Ramp Fees and defueling, must be dealt with under a separate requirement outside of this Standing Offer.

The Offeror agrees that it will not charge for additional plane services, such as call out fees, ramp fees, etc., fees in excess of the lowest price charged anyone else for like services.

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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 Inspection And Supplementary Conditions of Supply

The goods provided shall be subject to inspection by the Identified User Representative at destination, as specified in Annex D - "Inspection and the Supplementary Conditions of Supply" unless otherwise indicated in the Call-Up Instrument.

7B.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.

7B.2. Standard Clauses and Conditions

7B.2.1 General Conditions

2010A (2016-04-04) 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 Electronic Payment Instrument (*If no Electronic Payment Instrument 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	2016-01-28
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
A9006C	Defence Contract	2012-07-16
D5540C	ISO 9001:2008-Quality Management Systems-Requirements (QAC Q)	2010-08-16

7B.3. Term of Contract

7B.3.1 Delivery Date

Delivery must be made within 1 hour from receipt of a call-up against the Standing Offer unless mutually agreed upon by the Offeror and the Identified User representative.

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 Electronic Payment of Invoices – Call-up*(The standing offer authority must include in the standing offer Electronic Payment Instruments accepted by the offeror as identified by the offeror under Part 3 of the request for standing offers and renumber accordingly.)*

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

7B.5. Invoicing Instructions

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

1. In addition, all invoices must contain the following information:

- a) Standing Offer Serial Number;
- b) Identified User and call-up document number;
- c) Product Identification, quantity and price per litre;
- d) Services to be shown as separate item(s);
- e) Taxes and/or levies, if applicable, and shown as a separate item. Should the Contractor include any applicable taxes and/or levies in the unit price, the amount of each must be indicated on the invoice;
- f) The eight (8) digit aircraft tail number, type(s) of aircraft, home base, squadron and country of origin;
- g) Any Airport fees shall be separated from the fuel price on the invoices;
- h) The address where payment is to be sent;

2. Invoices must be distributed as follows:

- A) The original and two (2) copies of each invoice must be made out to the Identified User Representative and forwarded to the invoicing address as set out at Appendix "A".
- B) Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the Identified User Representative. It is the responsibility of the Contractor to ensure that all information is legible on the delivery slip. Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

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 Offer.

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.

7.B.8. Fixed Base Operation

The Contractor must provide access to 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 supply of paper towels and toilet tissue. The office building must be of sufficient size to accommodate a workstation for aircraft personnel. The workstation must be furnished with a desk and a chair. A telephone, as well as a facsimile machine, must be provided for use by aircraft personnel. All long distance calls placed on this telephone will be paid for by the user via a credit card.

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

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LIST OF ANNEXES

Annex A - Requirement
Annex B - Basis of Payment,
Annex C - Consumption Report
Annex D - DND Inspection and Supplementary Conditions of Supply.

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

**File Number/
N° du dossier:** E60HL-6-0055-10-V

Product	Produit	Delivery Method/ Mode de livraison	Delivery Address/ Adresse de livraison	End Use/ Utilisation	Storage Capacity/ Capacité du réservoir	Estimated Quantity/ Qté prévue
Aviation turbine fuel (grade Jet A-1) with/FSII CAN/CGSB-3.23-2012	Carbureacteur d'aviation (grade Jet A-1) avec/FSII CAN/CGSB-3.23-2012	Hot Refuelling/ Hot Refuelling	Department of National Defence Pat Bay Airport Victoria, BC	Aviation/ Aviation		900,000 L
<p>Instructions: See DND inspection and supplementary conditions of supply at Appendix "D"/ Voir l'inspection et les conditions supplémentaires d'approvisionnement du MDN à l'annexe "D"</p>						
						<p>Total Quantity/ Quantité totale 900,000 L</p> <p>Unit Price/ Prix unitaire \$ _____</p>

ZONE BC251

REQUIREMENT NUMBER: 54 / HR : N° DE BESOIN

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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 per litre for the requirement as specified in Annexes "A". Customs duties are included and Goods and Services Tax or Harmonized Sales Tax are extra, if applicable.

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

Firm unit price as shown at Annexe "A", is subject to weekly adjustments 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 Annex "A" *excludes* all taxes or levies that may be or are imposed on the sale of the product pursuant to any federal or provincial statute or regulation or territorial ordinance. However, where the Offeror is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, tax, levy, Fuel Concession Fee or airport fee, 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 price shown at Annex "A" include all costs associated with the regular delivery of fuel into aircraft, during normal working hours. 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 Annex "A".

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

1. PRICE ADJUSTMENT METHOD

Unit prices as shown at Annex A will be subject to upward or downward adjustment using _____ reference marker. *(Standing Offer Authority will insert the "Reference Marker" Weekly Average as selected by the offeror in Part 3, section II.C.1 of the RFSO)*

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.

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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 FOR EACH REFERENCE MARKER

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

METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

Firm unit prices shown at Annex "A" 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 December 01, 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.2 of the RFSO, Adjusted Price Effective Day)*

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

a) Initial Adjustment: the unit price adjustments effective on December 01, 2016 will be equal to the applicable Reference Marker price for the week ending November 25, 2016 ('B' week value) minus the applicable Reference Marker price for the week ending on September 30, 2016 ('A' week value, plus the offer price;

b) Subsequent Weekly Adjustments: the unit price effective on day identified above for every subsequent week will be equal to the Reference Marker price for the previous week minus the 'A' week value Reference Marker price plus the Offer price.

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

a) converted from U.S. funds to Canadian funds using the week average of the Bank of Canada official exchange rate for the corresponding week and;

b) converted from U.S. gallon to litres using 3.785412 as the conversion factor.

The Reference Marker price converted to Canadian dollars per litre will be rounded to four decimal places to the nearest hundredth of a cent per litre (\$0.0001/litre). Not considering any resulting 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 "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)

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Related "LA PIPELINE" marker price for week ending November 25, 2011 = \$ 3.0608
 Related "LA PIPELINE" marker price for week ending February 03, 2012 = \$ 3.0910
 Bank of Canada official exchange rate for week ending November 25, 2011 = \$ 1.0438
 per U.S.dollar
 Bank of Canada official exchange rate for week ending February 03, 2012 = \$ 0.9997
 per U.S.dollar
 Offer Price = CAD 1.0254 per litre

Convert US gallon in litres:
US gallon = 3.785412 litres

Convert References markers (from price in US\$ per US gallon to price in CAD per litre):

- a) $(US\$ 3.0608 \times CAD1.0438/US\$)/3.785412 = CAD 0.843993$ rounded to CAD 0.8440 per litre (conversion for week ending November 25, 2011)
- b) $(US\$ 3.0910 \times CAD 0.9997/US\$)/3.785412 = CAD 0.816310$ rounded to CAD 0.8163 per litre (conversion for week ending February 03, 2012)
- c) b) minus a) = $CAD 0.8163 - CAD 0.8440 = - CAD 0.0277$ per litre

Adjusted price = c) + Offer Price = - CAD 0.0277 + CAD 1.0254 = CAD 0.9977 per litre

UNIT PRICE ADJUSTMENT SCHEDULE

Unit prices shall only be adjusted on the relevant *Unit Price Adjustment Effective Date* and shall remain *in effect until the next scheduled Unit Price Adjustment Effective Date*.

UNIT PRICE ADJUSTMENT SCHEDULE			
Unit Price Adjustment	"A" Week ending on	"B" Week ending on	Unit Price Adjustment Effective Date
1	*September 30, 2016	November 25, 2016	December 01, 2016
2	September 30, 2016	December 2, 2016	As indicated at "Method of Calculating Unit Price Adjustments"
	September 30, 2016	Sequential weekly periods, up to and including November 23, 2018	Sequential weekly periods, as indicated at "Method of Calculating Unit Price Adjustments", up to and including November 23, 2018**

1. *The per-litre "A" week values in \$ Canadian per litre for week ending September 30, 2016 for each Reference Marker are:

USGC	:	\$0.4774
LA PIPELINE	:	\$0.5038

**Unit prices effective the week of November 19-23, 2018 shall remain in effect until the end of the supply period (November 30, 2018).

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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.

Annex C / Annexe C - Consumption Report / Rapport de consommation

PWGSC FILE NO:		E60HL-160055						
Standing Offer / Offre à commandes:								
Supplier Name / Fournisseur:								
Zone	Product Code and Delivery Method Code produit et Mode de livraison	Product Name Nom du produit	Dept Ministère	Location/Endroit	Period Période	Number of call-uns Nombre de commandes	Quantity Purchased Quantité Achetée	Total value of Invoices Valeur totale des factures
Example: AB181	54/HR	Jet A-1	DND	Victoria	Jet A-1			
					Jul 1, 2013 - Jul 31, 2013	3	3,000	1,980
					Aug 1, 2013 - Aug 31, 2013	6	4,000	3,850
					Sep 1, 2013 - Sep 30, 2013	5	3,500	3,500
					Total Period	14	10,500	9,330

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2. APPLICABLE DOCUMENTS

The following publications apply:

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

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

3. DEVIATION PROCEDURE

The following publication applies:

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

4. CERTIFICATE OF ANALYSIS AND SUMMARY DOCUMENT

The Contractor must:

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

2. DOCUMENTS APPLICABLES

Les publications suivantes s'appliquent :

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

Norme CSA B836 de l'Association canadienne de normalisation, Entreposage, manutention et distribution des carburant d'aviation dans les Aérodrômes (dernière édition)

3. PROCÉDURE DE DÉVIATION À LA CONCEPTION

La publication suivante s'applique :

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

4. CERTIFICAT D'ANALYSE ET DOCUMENT SOMMAIRE

L'Entrepreneur doit:

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

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(b) **Beechcraft BE 90 King Air**,
Registration Numbers (Portage la
Prairie): C-FMFQ, C-FMFR, C-
FMFS, C-FMFU, C-FMFX, C-
FMFY, C-FMFZ, and (Trenton) C-
GDVF-208 and C-GDNH-209.

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

6. ACTUAL CONSUMPTION - MONITORING

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

(b) **Beechcraft BE 90 King Air**,
numéros d'enregistrement (Portage
la Prairie) : C-FMFQ, C-FMFR, C-
FMFS, C-FMFU, C-FMFX, C-
FMFY, C-FMFZ, et (Trenton) : C-
GDVF-208 et C-GDNH-209.

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

6. CONSOMMATION RÉELLE – SUIVI

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