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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and appendices, 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 and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Appendices include the Requirement, the Basis of Payment, the Consumption Report, and the Electronic Payment Instruments.

1.2 Summary

- 1.2.1** To supply Aviation Fuel (Jet A-1 with Fuel System Icing Inhibitor (FSII)) to Parks Canada as detailed at Appendix A attached hereto; as and when requested by the Identified User, during the period of April 1, 2018 up to and including March 31, 2020.

Only one Standing Offer will be issued as a result of this Solicitation.

- 1.2.2** The 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 Canadian-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Panama Free Trade Agreement, and the Canadian Free Trade Agreement (CFTA).

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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 (2017-04-27) 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.

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.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

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 Appendix "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 Appendix "A". Offers are to be based on the corresponding "A" week value of Appendix "B", Basis of Payment.

A. Unit price

The firm unit prices per 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 prices per litre.

B. Unit Price Adjustments

Firm unit prices per litre shown at Appendix "B" will be subject to weekly upward or downward adjustments as detailed at Appendix "B", Basis of Payment.

I. Reference Marker

The unit prices shown at Appendix "B" are 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, 2018, all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

The Offeror must select the day of the week on which their weekly price change comes into effect.

| USGC, Monday to Friday Average effective | 12:01AM Mon. _____ | 12:01AM Tues. _____ | 12:01AM Wed. _____ | 12:01AM Thu. _____ |
|------------------------------------------------|------------------------------|-------------------------------|------------------------------|------------------------------|
|------------------------------------------------|------------------------------|-------------------------------|------------------------------|------------------------------|

In the event that the Offeror fails to select a day in the appropriate space provided above, the Offeror will be requested to provide the information to the Standing Offer Authority within 5 days of the request. Otherwise, the day of the week selected will be Tuesday.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix "D" Electronic Payment Instruments, to identify which ones are accepted.

If Appendix "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 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.

Section III: Certifications

Offerors must submit the certifications and additional information 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 Appendix "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 Appendix "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 = $0.6 \times (\text{Unit Price, Fort Smith}) + 0.25 \times (\text{Unit Price, Mile 99}) + 0.1 \times (\text{Unit Price, Pine Lake}) + 0.05 \times (\text{Unit Price, Garden River})$.

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

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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

Date

5.3 Certificate of Conformance

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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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Financial Capability

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

The product delivered by the Offeror must be in accordance with the product description, and instructions where applicable, shown at Appendix "A" for each requirement.

7.1.1 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 related to each requirement, shown at Appendix "A".

7.2 Security Requirement

There is no security requirement applicable to this Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under section 6 - Withdrawal - of 2005 referenced above is amended as follows:

Delete: thirty (30) days

Insert: sixty (60) days

7.3.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

1st and 5th quarter: April 1 to June 30;

2nd and 6th quarter: July 1 to September 30;

3rd and 7th quarter: October 1 to December 31;

4th and 8th quarter: January 1 to March 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from April 1, 2018 up to and including March 31, 2020.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Pam Munz
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch Directorate: Logistics, Electrical, Fuel and Transportation Directorate
Address: Portage III, 7A2
11 Laurier Street
Gatineau QC K1A 0S5
Telephone: 819-420-6322
Facsimile: 819-956-5227
E-mail address: pam.munz@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 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.

7.5.3 Offeror's Representative

Name: _____

Telephone No: _____

Facsimile No: _____

E-mail address: _____

7.6 Identified Users

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

7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) website (http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html):
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000** (Applicable Taxes included).

7.9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any appendices;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity)
- e) Appendix A, Requirement;
- f) Appendix B, Basis of Payment;
- g) Appendix C, Consumption Report

- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer*: “as clarified on _____” **or** “as amended on _____” *and insert date(s) of clarification(s) or amendment(s) if applicable*).

7.10 Certifications and Additional Information

7.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.11 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the offeror in its offer, if applicable*).

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Requirement

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

7.1.1 Delivery Verification

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

7.1.2 Volume Corrected To 15°C

When 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.

7.1.3 Acceptance

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

7.1.4 Certificate of Analysis (CoA)

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

7.1.5 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.

7.2 Standard Clauses and Conditions

7.2.1 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 credit cards. *(If no credit card is accepted, this paragraph will be deleted).*

7.2.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

| SACC Reference | Section | Date |
|----------------|------------------------------------|------------|
| B1505C | Shipment of Hazardous Materials | 2016-01-28 |
| D3015C | Dangerous Goods/Hazardous Products | 2014-09-25 |

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

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

7.4.2 SACC Manual Clauses

SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

7.4.3 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.

7.4.4 Electronic Payment of Invoices – Call-up

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);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.5 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:

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

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

7.6 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the 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 the Contract.

7.7 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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APPENDIX "A": MAIN REQUIREMENTS

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-3.23-2016 (latest edition). The total estimated quantity for the period from April 1, 2018, to March 31, 2020, is 150,000 litres (or 732 drums). The Contractor must deliver the fuel in new drums. Empty drums, delivered under this standing offer, 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 1,350 km north of Edmonton (and 300 km southeast of Yellowknife) at the border of Alberta and the North West Territories. Fort Smith is the Headquarters of Wood Buffalo National Park.
- Pine Lake is located 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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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 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, delivered under this standing offer, 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, 2018, 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, 2018 will be equal to the applicable Reference Marker price for the week ending on March 30, 2018 minus the applicable Reference Marker price for the week ending on November 17, 2017 ("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 30, 2018, will be equal to:

the Reference Marker price for the previous week;
minus Reference Marker of the week ending on November 17, 2017 ("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.

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Litres in a US gallon = 3.785412

a= Reference Marker price for the previous week (week ending January 6, 2012)

= (\$3.1145 X 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=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 | November 17, 2017 | March 30, 2018 | April 1, 2018 |
| 2 | November 17, 2017 | Sequential weekly periods, up to and including March 20, 2020 | Sequential weekly periods, as indicated at "Method of Calculating Firm Unit Price per Litre adjustments", up to and including March 26, 2020 ** |

*The per-litre "A" week value for the week ending November 17, 2017 is:

USGC Reference marker: **\$0.5889**

** the unit prices effective during March 21-26, 2020 will remain effective until the end of period of the Standing Offer.

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APPENDIX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)