



Solicitation No. – N° de l’invitation  
E60HL-190052/B

Amd No. - N° de la modif.

Buyer ID – Id de l’acheteur  
hl662

Client Ref. No. – N° de réf. Du client  
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File No - N° de dossier  
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- Appendix D - DND Inspection and Supplementary Conditions of Supply
- Appendix E - Federal Contractors Program for Employment Equity - Certification
- Appendix F - Electronic Payment Instruments

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into seven parts plus 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Appendices include Appendix “A” Main Requirements, Appendix “B” Basis of Payment, Appendix “C” Consumption Report, Appendix “D” DND Inspection and Supplementary Conditions of Supply, Appendix “E”, Federal Contractors Program for Employment Equity – Certification, and Appendix “F” Electronic Payment Instruments.

### **1.2 Summary**

**1.2.1** To supply bulk aviation fuels to various Federal departments across Canada as detailed at Appendix "A" attached hereto; when required by the Identified User, during the period of April 1, 2019 up to and including March 31, 2021.

More than one Standing Offer may be issued as a result of this Solicitation. Canada may also issue more than one Standing Offer per consolidated requirement.

**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), and the Canadian Free Trade Agreement (CFTA).

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

### **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.

### **1.4 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada’s [press release](#) provides additional information.

## 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 (2018-05-22) 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 sixty five (365) days

### 2.2 Canadian General Standards Board - Standards

A copy of the CGSB standards referred to herein may be obtained 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](mailto: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.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions *2006*, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 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.

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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.

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.

## **2.6 Environmental Regulations**

On June 12, 2008, an Environment Canada regulation governing storage tank systems for petroleum products under federal jurisdiction came into effect (Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations (SOR/2008-197). It contains specific requirements for suppliers who deliver petroleum products to those storage tank systems. Compliance with these regulations is mandatory.

Note that since June 12, 2010, suppliers are also prohibited from filling storage tanks that do not have a visible Environment Canada identification number for suppliers to record. This applies to storage tanks over a certain size, refer to the regulation above for details.

For More information on this regulation, please visit the following Environment Canada website:  
<https://www.canada.ca/en/environment-climate-change/services/pollutants/storage-tanks-petroleum-allied-products.html>

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### **3.1 Offer Preparation Instructions**

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

If the Offeror chooses to submit its offer in hard copies, 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)

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 and Additional Information**

##### **Technical Offer**

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



**A. Consolidated Requirement and Zones**

The requirements shown at Appendix "A" have been arranged by product type and delivery method within zones (geographical areas). Where there is more than one individual requirement for a particular product type with the same delivery method within a zone, the quantity of each individual requirement has been consolidated into one consolidated requirement. In such instances, the Offeror must quote a price per litre applicable to the entire consolidated requirement.

An offer contingent on supplying only a portion of a consolidated requirement will result in the offer being declared non-responsive. Any other conditional offers will be declared non-responsive.

**B. Equally Acceptable Products (applies only to F-34 aviation fuel requirements identified in Appendix “A”)**

Offerors have the option of submitting an offer on either of the following two fuel types:

Option 1: An offer for Aviation Turbine Fuel (Military Grade F-34) (CAN/CGSB-3.24-2018)

Option 2: An offer for Aviation Turbine Fuel (grade Jet A-1) containing Fuel System Icing Inhibitor (FSII) and Corrosion Inhibitor (CI) (Standard CAN/CGSB-3.23-2018).

There will be no preference given to either option, both are equally acceptable.

The Offeror will insert which product will be supplied and the per unit price in Appendix “A”.

**C. Alternate Products**

In lieu of the requested Aviation Turbine Fuel (Military Grade F-34) (CGSB-3.24-2018), or equally acceptable Aviation Turbine Fuel (grade Jet A-1) (CAN/CGSB-3.23-2018), containing Fuel System Icing Inhibitor (FSII) and Corrosion Inhibitor (CI), as stated in Appendix "A", the Offeror may offer the following alternate product:

Aviation Turbine Fuel (grade Jet A-1) Standard CAN/CGSB-3.23-2018, containing Fuel System Icing Inhibitor (FSII).

This alternate product will only be considered if no offer is received for the requested product or the equally acceptable product.

The Offeror should insert the alternate product to be supplied and the per unit price in Appendix “A”, wherever applicable.

**Additional Information**

**Technical Proposal (TP)**

Offerors must submit a Technical Proposal (TP). The TP is for information purposes only and will not form part of the evaluation. Offerors should provide the TP with their offer or promptly thereafter. If the TP has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will request it in writing from the Offeror. Failure to provide a TP within the requested time frame will render the offer non-responsive.

The TP must explain the process (may use process maps, flow charts, schematic diagrams, etc.) that will be followed by the Offeror and its representatives, following issuance of the Standing Offer, to carry out

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production, delivery, and ensure quality control of product. The TP must cover, at a minimum, the following:

- (1) Identify the source(s) of supply (refinery, terminal, and manufacturer) of the product (fuel component(s), additive(s)).
- (2) If subsequent commingling or blending is required, identify the location and the products to be commingled or blended.
- (3) Identify the physical location where the fuel is certified and/or re-certified.
- (4) Identify the transfer and distribution point(s), and intermediary storage.
- (5) Identify the transportation type(s), mode(s) and transporter(s) to the storage and distribution point(s), and DND facilities.
- (6) Identify the standard utilized to prepare transport vessels and equipment.
- (7) Explain the control of quality and traceability maintenance, and identify the test procedures, records retention and distribution.
- (8) Explain the testing process and identify the inspection and verification points, frequency, tests to be carried out, and laboratory involved.
- (9) In order to support high consumption periods, such as disaster relief, air shows, military exercises, etc., the Offeror must provide a delivery plan that will demonstrate its capability to substantially increase fuel deliveries to the following DND bases, and within 48 hrs:

<u>DND Base</u>			<u>Average weekly fuel requirement</u>
CFB Trenton	ON151	58/TW	750,000 litres
CFB Bagotville	PQ241	58/TW	400,000 litres
CFB Winnipeg	MB001	58/TW	150,000 litres
CFB Cold Lake	AB181	58/TW	707,000 litres

(The frequency of deliveries and volumes is difficult to predetermine however, previous high consumption periods have resulted in fuel orders that have doubled or even tripled average weekly fuel requirements. Also, a high consumption period could last anywhere from a few days to several weeks)

The Technical Proposal will be reviewed by DND’s Quality Engineering Test Establishment (QETE) to validate the Offeror’s technical capability and capacity.

## **Section II: Financial Offer**

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

Offerors must submit an individual price for each consolidated requirement (product type with the same delivery method, within a zone (geographical area)) they wish to compete for. 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 must be included in the firm unit prices per litre.

**B. Drums**

Drummed fuel requirements are identified in Appendix "A".

The firm unit prices per litre offered for drummed fuel requirements should include the price of the drum and any other costs associated with picking up and responsibly disposing of the User's empty drums.

No additional charges are to apply to the return of empty drums.

**C. Unit Price Adjustments**

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

**I. Reference Marker Option**

a) For Aviation Turbine Fuel, the unit prices shown at Appendix "A" for requirements in the provinces of Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador are subject to adjustment using the Reference Marker for "NYH".

b) For Aviation Turbine Fuel, the unit prices shown at Appendix "A" for requirements in the provinces of Manitoba, Saskatchewan, Alberta, and the Northwest Territories are subject to adjustment using the Reference Marker "USGC".

c) For Aviation Turbine Fuel requirements in the province of British Columbia and the Yukon Territory, the Offeror should select only one Reference Marker, either "USGC" or "LA PIPELINE". Offerors should indicate the Reference Marker that applies to its offer(s) by inserting an X in the space provided below.

USGC \_\_\_\_\_ LA PIPELINE \_\_\_\_\_

d) The unit prices shown at Appendix "A" for Gasoline Aviation Grade 100LL requirements are subject to adjustment using the reference marker "premium gasoline" as published by the Kent Group, "Wholesale by Marketer" Monday to Friday average. The designated centre for requirements in Quebec is Montreal, Toronto for requirements in Ontario, Edmonton for requirements in Alberta, and Vancouver for requirements in British Columbia.

**II. Adjusted Price Effective Day:**

After the initial price change, which comes into effect on April 1, 2019, all subsequent price adjustments will come into effect at 12:01 AM on the day selected by the Offeror below.

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

The Kent Group, Monday to Friday Average effective	12:01AM Mon. _____	12:01AM Tues. _____	12:01AM Wed. _____	12:01AM Thur. _____
--	--------------------------	---------------------------	--------------------------	---------------------------

NYH, LA PIPELINE and USGC, Monday to Friday Average effective	12:01AM Mon. _____	12:01AM Tues. _____	12:01AM Wed. _____	12:01AM Thu. _____
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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 2 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 Annex “F” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “F” 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**

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

- a) Offerors who are submitting an offer for a consolidated requirement must agree to supply all delivery addresses under the consolidated requirement;
- b) For Grouped Requirements identified at Part 3, A.1., Offerors who are submitting an offer, must submit an offer for each of the three consolidated requirements making up the group; and
- c) When alternate products are being offered, the Offeror must clearly indicate the alternate product offered at each applicable consolidated requirement at Appendix "A".

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

##### **4.1.1.2 Alternate Product Evaluation**

If no offer is received for the requested Aviation Turbine Fuel (Military Grade F-34) (CGSB-3.24-2018), or equally acceptable Aviation Turbine Fuel (grade Jet A-1) (CAN/CGSB-3.23-2018), containing Fuel System Icing Inhibitor (FSII) and Corrosion Inhibitor (CI), as stated in Appendix "A", then Canada, at its sole discretion, may consider, but is not bound to accept, offers for the following alternate product:

Aviation Turbine Fuel (grade Jet A-1) Standard CAN/CGSB-3.23-2018, containing Fuel System Icing Inhibitor (FSII).

#### **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 these mandatory financial criteria will be declared non-responsive.

##### **4.1.2.2 Evaluated Price**

**4.1.2.2.1** The evaluated price will be determined by the unit price per litre offered for each consolidated requirement.

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**4.1.2.2.2** The evaluated price for Grouped Requirements listed at Part 3, Section I, A.1., will be the aggregate cost per group (combined total of: the unit price multiplied by the estimated quantity of each 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 per consolidated requirement, or grouped requirement, will be recommended for issuance of a Standing Offer.

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

## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 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>), 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>), 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](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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

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The Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 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



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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” Appendix “D” (for DND only) during the period of the Standing Offer.

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Signature

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Date

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## **PART 6 - FINANCIAL 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 Requirements 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.

This Standing Offer may be used for destinations across Canada, including any Comprehensive Land Claim Settlement Areas.

##### 7.1.1 Consolidation of Standing Offers for Administrative Purposes

In order to simplify the administration of Standing Offers, the Standing Offer Authority may, from time to time, consolidate multiple Standing Offers issued to the Offeror into one Standing Offer.

##### 7.1.2 Product Standard

The product delivered by the Contractor must conform to the latest issue of the applicable Canadian General Standards Board (CGSB) Standard or ASTM standard, as 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:

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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, 2019 up to and including March 31, 2021.

##### **7.4.2 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

#### **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: 140 O'Connor St  
Ottawa ON K1A 0S5  
Telephone: 613-296-9133  
Facsimile: 613-943-7620  
E-mail address: [pam.munz@tpsgc-pwgsc.gc.ca](mailto: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 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 are those departments specified at Appendix “A”.

The Standing Offer will be open for use by any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11 upon request to the Standing Offer Authority.

## 7.7 Call-up Procedures

### 7.7.1 For consolidated requirements where only one Standing Offer has been issued

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

### 7.7.2 For consolidated requirements where more than one Standing Offer has been issued

Call-ups must first be raised against the Standing Offer of the Primary Supplier (NMSO \_\_\_\_\_). If the Primary Supplier cannot deliver fuel, the Identified User will then make a call-up against the standing offer of the back-up supplier (NMSO \_\_\_\_\_).

When the Offerors are unable or refuse to fulfill the requirement, the identified user is required to document its file appropriately, and advise the Standing Offer Authority.

## 7.8 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](#) website:
  - 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.

## 7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$5,000,000.00 (Applicable Taxes included). Individual call-ups against the Standing Offer in excess of \$5,000,000.00 to a maximum of \$10,000,000.00 will require formal additional delegation approval by the Standing Offer Authority.

## 7.10 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 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 (2018-06-21), General Conditions - Goods (Medium Complexity)
- e) Appendix A, Requirement;
- f) Appendix B, Basis of Payment;
- g) Appendix E, Federal Contractors Program for Employment Equity;
- h) Appendix D, DND Inspection and Supplementary Conditions of Supply;
- i) Appendix C, Consumption Report;
- j) 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*).

## 7.11 Certifications and Additional Information

### 7.11.1 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.

### 7.11.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

## 7.12 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*).

## 7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

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Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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 Inspection and Supplementary Conditions of Supply**

The goods provided must be subject to inspection and acceptance by the Identified User representative at destination, unless otherwise indicated in the *Call-Up* Instrument.

The "Inspection and the Supplementary Conditions of Supply", Appendix "D" applies to *the Department of National Defence* requirements, as stated therein.

**Note:** Whenever a Requirement Number is referenced in the "Inspection and the Supplementary Conditions of Supply" the corresponding Zone Number has been included.

#### **7.1.4 Acceptance**

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

#### **7.1.5 Certificate of Analysis (CoA) and Summary Document (for DND)**

The contractor must:

- (1) Complete a Certificate of Analysis (CoA) traceable to the batch number delivered and:
  - a) provide a copy of the CoA to the Consignee at the delivery point for all batches of fuel delivered into storage at DND facilities, or into DND transport, and
  - b) send a copy to the DND TA by email to [AvPOLCBA@forces.gc.ca](mailto:AvPOLCBA@forces.gc.ca).
- (2) maintain a summary document, listing at 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), and
  - (f) Date of delivery

and provide it to the DND QAA responsible for the Contractor as per SACC D5510C.



#### **7.1.6 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.

Drums will be identified by either embossing them with the company name, symbol, crest or hallmark, by a metal nameplate attached to the drum, by stenciling, affixing a high quality adhesive sticker, or by some other acceptable means. The Standing Offer number shall also be identified on the drums.

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

Upon request and at no extra cost, the contractor must pick-up and dispose of empty drums that were procured through this standing offer. The contractor will pick-up empty drums only when delivering drummed fuel to the user.

The Identified User will indicate, in the call-up against the standing offer, if there are empty drums to be picked up and the quantity.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010A (2018-06-21), 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**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
B1505C	Shipment of Hazardous Materials	2016-01-28
D3010C	Dangerous Goods/Hazardous Products (for DND only)	2016-01-28
D3015C	Dangerous Goods/Hazardous Products	2014-09-25
A9006C	Defence Contract (for DND only)	2012-07-16

### **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 Contractor and the Identified User representative.

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## **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**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
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**

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

In addition, all invoices must contain the following information:

- 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;
- h) Storage tank system Identification number (if applicable)

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".

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.

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## **7.6 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 the resulting 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.

## **7.8 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

File Number /  
N° du dossier : E60HL-9-0052-18-B

Product	Produit	Delivery Method / Mode de livraison	Delivery Address / Adresse de livraison	End Use / Utilisation	Storage Capacity / Capacité du réservoir	Estimated Quantity / Qté prévue
<b>Zone: PQ121</b>						
Aviation turbine fuel (grade Jet A-1) CAN/CGSB-3.23-2018	Carbureacteur d'aviation (grade Jet A- 1) CAN/CGSB-3.23- 2018	Tank Wagon (TW) / Camion Citerne (CC)	Transport Canada Arpt Services Coast Guard Quebec (Airport) St-Anne-des-Monts, PQ	Aviation / Aviation	1 X 7,500	15,000 L
<b>Instructions:</b> Minimum delivery 5,000 litres						
<b>Instructions :</b> Livraison minimale de 5,000 litres						

Total Quantity/ Quantité totale	Unit price/ Prix unitaire
<b>Zone: PQ121      REQUIREMENT NUMBER: 53 / TW : N° DE BESOIN</b>	
15,000 L	\$ _____

<b>Zone: PQ351</b>						
Aviation turbine fuel (grade Jet A-1) CAN/CGSB-3.23-2018	Carbureacteur d'aviation (grade Jet A- 1) CAN/CGSB-3.23- 2018	205 L Drum / Baril 205 L	T.C. - Quebec Marine Agency 101 Boul Champlain Quebec, PQ	Aviation / Aviation		50,000 L
<b>Instructions:</b> Minimum call up 24 drums						
<b>Instructions :</b> La quantité minimale est 24 barils par commande						

Total Quantity/ Quantité totale	Unit price/ Prix unitaire
<b>Zone: PQ351      REQUIREMENT NUMBER: 53 / DR : N° DE BESOIN</b>	
50,000 L	\$ _____

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

File Number /  
N° du dossier : E60HL-9-0052-18-B

Product	Produit	Delivery Method / Mode de livraison	Delivery Address / Adresse de livraison	End Use / Utilisation	Storage Capacity / Capacité du réservoir	Estimated Quantity / Qté prévue
<b>Zone: PQ351</b>						
Aviation turbine fuel (grade Jet A-1) CAN/CGSB-3.23-2018	Carbureacteur d'aviation (grade Jet A-1) 1) CAN/CGSB-3.23-2018	Tank Wagon (TW) / Camion Citerne (CC)	T.C. - Quebec Marine Agency 101 Boul Champlain Quebec, PQ	Aviation / Aviation	1 X 22,500	300,000 L
<b>Instructions:</b> Minimum call-up is 12,000 litres Truck with certified hose.						
<b>Instructions :</b> Quantité minimale par commande est 12,000 litres Camion avec boyau certifié						

Total Quantity/ Quantité totale	Unit price/ Prix unitaire
<b>Zone: PQ351</b>	<b>REQUIREMENT NUMBER: 53 / TW : N° DE BESOIN</b>
300,000 L	\$

<b>Zone: MB031</b>						
Aviation turbine fuel (military grade F-34) CGSB-3.24-2018	Carbureacteur d'aviation (grade militaires F-34) CGSB- 3.24-2018	205 L Drum / Baril 205 L	DND CFB Shilo Petrol Pt Bldg N-132 Shilo, MB	Various / Varié		24,600 L
<b>Instructions:</b> Minimum call up 4 drums						
<b>Instructions :</b> La quantité minimale par commande est 4 barils.						

Total Quantity/ Quantité totale	Unit price/ Prix unitaire
<b>Zone: MB031</b>	<b>REQUIREMENT NUMBER: 58 / DR : N° DE BESOIN</b>
24,600 L	\$

## Services publics et Approvisionnement Canada

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

**File Number /  
N° du dossier : E60HL-9-0052-18-B**

Product	Produit	Delivery Method / Mode de livraison	Delivery Address / Adresse de livraison	End Use / Utilisation	Storage Capacity / Capacité du réservoir	Estimated Quantity / Qté prévue
---------	---------	--	--	--------------------------	---	---------------------------------------

**Zone: BC351**

Aviation turbine fuel  
(military grade F-34)  
CGSB-3.24-2018

Tank Wagon (TW) /  
Camion Citerne (CC)

Department of National Defence  
19 Wing Comox (Lazo)  
Comox, BC

Aviation /  
Aviation

5 X 850,000

10,500,000 L

**Instructions:** Above ground tanks. Gravity fed, pump on site. 3" cam lock, certified hoses provided by DND.

Minimum call up 52,000L, average 52,000L per day.

Deliveries 7:30-3:30 Monday to Friday, flexible during peak delivery

Jet A1 with FSII and CI can be provided as an equally acceptable product.

See Appendix "D", DND Inspection and Supplementary Conditions of Supply

This requirement is expected to start in January 2020

**Instructions :** Réservoir hors sol, alimentés par gravité, avec station de pompage. 3" cam lock est requis. Tuyaux certifiés requis (fournis à la base).

La quantité minimale par commande est 52 000 litres, 52 000 L par jour en moyenne

Les livraisons doivent se faire entre 07:30 et 15:30 du lundi au vendredi, flexible pendant livraison de pointe

Le Jet A1 avec AIA & CI peut être fourni comme un produit également acceptable.

Voir annexe D, l'inspection et les conditions supplémentaires d'approvisionnement du MDN.

Ce besoin devrait commencer en janvier 2020

Total Quantity/ Quantité totale	Unit price/ Prix unitaire
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## Appendix B – Basis of Payment

File No. E60HL-9-0052-18-B

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### 1. BASIS OF PAYMENT

**1.1** 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 each requirement as specified in Appendix "A". 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.

**1.2** Firm unit prices per litre as shown at Appendix "A" are subject to weekly adjustment using Reference Markers, "NYH", "USGC", "LA Pipeline" or Canadian Unbranded Rack Prices, as detailed at the clause entitled "Basis for Unit Price Adjustment" below.

**1.3** For invoicing purposes the firm unit prices per litre in Appendix "A" effective on the date of delivery will apply.

**1.4** The firm unit prices per litre shown at Appendix "A" *exclude* all taxes or levies that may be or are imposed on the sale of the product pursuant to any federal or provincial statute or regulation or territorial ordinance. They also *exclude* any fuel concession fees and airport fees where applicable. However, where the Offeror is required by federal or provincial statute or regulation or territorial ordinance to collect from Canada, taxes, levies, fuel concession fees and airport fees as a result of the sale of the product to Canada, except as otherwise provided in the Standing Offer, Canada will pay to the Offeror an amount equal to such tax, levy, fuel concession fee or airport fee where applicable and substantiated by invoice.

**1.5.** The firm unit cost per litre for drummed fuel requirements includes the price of the drum and all costs associated with picking up and disposing of the client's empty drums. No additional charges are to apply to the return of empty drums.

### 2. 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.

### 3. BASIS FOR UNIT PRICE ADJUSTMENTS

The Reference Markers are:

#### 3.1 NYH

Platt's Oilgram average weekly assessment for the New York Harbour, Barge, 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.





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## Appendix B – Basis of Payment

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### 3.2 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.

### 3.3 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.

### 3.4 CANADIAN UNBRANDED RACK PRICES

The Kent Group "Wholesale by Marketer" Monday to Friday Average Daily Rate for "Premium Gasoline" as published on <https://charting.kentgroup Ltd.com/> will be used.

## 4. AREA OF COVERAGE FOR EACH REFERENCE MARKER

### 4.1 Aviation Turbine Fuel

The firm unit prices per litre shown at Appendix "A" for Aviation Turbine Fuel, for requirements in the provinces of Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador, are subject to adjustment using the Reference Marker for "NYH" detailed above.

The firm unit prices per litre shown at Appendix "A" for Aviation Turbine Fuel, for requirements in the provinces of Manitoba, Saskatchewan, Alberta, and the Northwest Territories are subject to adjustment using the Reference Marker "USGC" detailed above.

The firm unit prices per litre shown at Appendix "A" for Aviation Turbine Fuel, for requirements in the province of British Columbia and the Yukon Territory, are subject to adjustment using the Reference Marker \_\_\_\_\_ (*Standing Offer Authority will indicate either "USGC" or "LA PIPELINE" as selected by the Offeror in Part 3, Section II.C., Unit Price Adjustments*) detailed above.

### 4.2 Gasoline Aviation Grade 100LL

The firm unit prices per litre shown at Appendix "A" for Gasoline Aviation Grade 100LL are subject to adjustment using the Reference Marker described in "Canadian Unbranded Rack Prices". The designated centers are as follows:

Montreal for requirements in the province of Québec;  
Toronto for requirements in the province of Ontario;  
Edmonton for requirements in the province of Alberta; and.  
Vancouver for requirements in the province of British Columbia.

## 5. METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS

The firm unit prices per litre shown at Appendix "A" will be subject to upward or downward adjustments using weekly price changes, detailed below.



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## Appendix B – Basis of Payment

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### 5.1 Weekly Price Adjustment Effective Day:

After the initial price adjustment, which comes into effect on April 1, 2019, 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 Adjustments)*

**5.1.1** An adjustment to the firm unit prices per litre will be calculated as indicated hereunder:

- a) Initial Adjustment: the unit price adjustments effective on April 1, 2019 will be equal to the applicable Reference Marker price for the week ending March 31, 2019 ("B" week value) minus the applicable Reference Marker price for the week ending November 23, 2018 ("A" week value) plus the offer price;
- b) Subsequent Weekly Adjustments: the unit price effective on day of the week identified above for every subsequent week will be equal to the Reference Marker price for the previous week minus the 'A' week value Reference Marker price plus the Offer price.

**5.1.2** For Reference Markers, "NYH", "USGC" and "LA PIPELINE", the average weekly assessment 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;
- b) converted from U.S. gallon to litres using 3.785412 as the conversion factor.

**5.1.3** 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.

**5.1.4** Example calculation using the "LA PIPELINE" Marker:  
*(All prices indicated are for example purposes only)*

Related "LA PIPELINE" marker price for week ending September 9, 2016 = \$ 1.8713

Related "LA PIPELINE" marker price for week ending September 16, 2016 = \$ 1.7886

Bank of Canada official exchange rate for week ending September 9, 2016 = \$ 1.1190 per U.S.dollar

Bank of Canada official exchange rate for week ending September 16, 2016 = \$ 1.1209 per U.S.dollar

Litres in a US gallon = 3.785412

- a)  $(\$ 1.8713 \times \$ 1.1190) / 3.785412 = \$ 0.553172$  rounded to Cdn.\$ 0.5532 per litre
- b)  $(\$ 1.7886 \times \$ 1.1209) / 3.785412 = \$ 0.529623$  rounded to Cdn.\$ 0.5296 per litre
- c) b) minus a) = decrease of \$ 0.0236 per litre



## Appendix B – Basis of Payment

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### 6. FIRM UNIT PRICE PER LITRE ADJUSTMENT SCHEDULE

**6.1** 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 23, 2018	March 29, 2019	April 1, 2019
2	*November 23, 2018	Sequential weekly periods, up to and including March 19, 2021	Sequential weekly periods, as indicated at "Method of Calculating Firm Unit Price per Litre adjustments", up to and including March 25, 2021

**\*Unit prices effective the week of March 22-26, 2021 shall remain in effect until the end of the supply period.**

**6.2** The per-litre "A" week value for week ending November 23, 2018 for each Reference Marker is:

NYH:	\$0.6955
USGC:	\$0.6642
LA PIPELINE:	\$0.7123
Premium Unleaded (Montreal, QC):	\$0.7660
Premium Unleaded (Toronto, ON):	\$0.7170
Premium Unleaded (Edmonton, AB):	\$0.7470
Premium Unleaded (Vancouver, BC):	\$0.8920

**APPENDIX/ANNEXE C**

## Consumption Report/ Rapport De Consommation

PWGSC FILE NO: E60HL-9-0052								
Standing Offer / Offre à commande: E60HL-9-0052								
Supplier Name / Fournisseur:								
		Apr 1, 2019 - Jun 30, 2019		Jul 1, 2019 - Sep 30, 2019				
Zone	Product Code and Delivery Method	Dept	Location Endroit	Product Name	Total value of Invoices	Number of call-ups	Quantity Purchased	Total value of Invoices
	Code produit et Mode de livraison	Ministère		Nom de Produit	Valeur totale des factures	Nombre de commandes	Quantité Achetée	Valeur totale des factures
NS221	58/PU	DND	Shearwater Halifax Co NS	Aviation turbine fuel ( F-34)				
NS221	58/TW	DND	Shearwater Halifax Co NS	Aviation turbine fuel ( F-34)				
NS331	58/TW	DND	Greenwood Kings Co NS	Aviation turbine fuel ( F-34)				
NB121	54/PU	DND	Oromocto NB	Jet A-1 with/FSII				
NB121	58/TW	DND	Oromocto NB	Aviation turbine fuel ( F-34)				



**APPENDIX D**  
**INSPECTION AND SUPPLEMENTARY CONDITIONS OF SUPPLY**  
**DEPARTMENT OF NATIONAL DEFENCE**  
**File No. E60HL-9-0052-18-V**

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**1. APPLICABLE DOCUMENTS**

The following publications apply:

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

D-02-006-008/SG-001 "National Defence Standard the Design Change, Deviation and Waiver Procedure"  
(latest edition).

**2. QUALITY ASSURANCE (SACC clauses incorporated by reference)**

D5510C            Quality Assurance Authority (DND) - Canadian-based Contractor,  
or  
D5515C            Quality Assurance Authority (DND) - Foreign-based and United States Contractor  
  
D5511C            Test Validation  
  
D5540C            ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code  
Q)

**3. DEVIATIONS AND WAIVERS (SACC B5001C Option 2)**

The Contractor must follow these procedures for any proposed deviation or waiver to contract specifications.

The Contractor must complete of the form DND 675 "Request for Waiver or Deviation" (Parts 1 to 12) as defined in National Defence Standard D-02-006-008/SG-001 (latest edition) and send one (1) electronic copy to the Technical Authority and one (1) copy to the Standing Offer Authority.

The Contractor will be authorized to proceed upon receipt of the form signed by the Standing Offer Authority.

**4. SUPPLY OF PRODUCT OR FUEL QUALITY - NOTIFICATION OF CHANGE**

In instances where the Contractor must obtain product from a source not identified in their offer or where the Contractor cannot provide the required product (e.g. Jet A-1 with FSII), the Contractor must notify PWGSC, the DND TA and the affected DND Base(s) in writing in advance of any such deliveries in order to minimize delays upon receipt of the product at the base(s).

**5. RELEASE DOCUMENTS**

D5604C            Release Documents (DND) - Foreign-based Contractor,  
or  
D5605C            Release Documents (DND) - United States-based Contractor,  
or  
D5606C            Release Documents (DND) - Canadian-based Contractor



**APPENDIX D**  
**INSPECTION AND SUPPLEMENTARY CONDITIONS OF SUPPLY**  
**DEPARTMENT OF NATIONAL DEFENCE**  
**File No. E60HL-9-0052-18-V**

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D5620C Release Documents – Distribution  
Amend as follows:  
Attention: QETE 3-3

**6. DELIVERY**

Aviation turbine fuel deliveries to DND and/or pick-ups by DND must be verified by printed metered slips or standard commercial delivery slips, as applicable. This delivery slip and/or release note must state, in percent by volume (%V), the amount of Fuel System Icing Inhibitor.

**7. ADDITIONAL REQUIREMENTS FOR SPECIFIED LOCATIONS**

**COMOX (BARGE) – Requirement number BC351 58/BG**

The Contractor must have the capability to provide and maintain a pumping capacity of 200,000 litres per hour total.

For a call up submitted prior to the 10th day of the month, the Contractor must complete delivery by the end of the month in question.

The Contractor must ensure that tankers and/or barges arrive at the DND unloading facilities at the Comox Wharf in sufficient time to commence discharging fuel during the hours of 07:00 to 12:00 AM, Monday to Friday inclusively, official holidays excluded.

DND may order aviation turbine fuel (Grade F-34) in any volume with a minimum of 900,000 litres per shipment and a maximum of 2,045,741 litres per shipment. However, DND may change the quantity ordered by fax up to forty-eight (48) hours prior to the delivery date specified.

The Contractor must report the composite sample test results to 19 Wing Comox by telephone within five (5) hours from reception of the sample(s). The Contractor must follow-up with a fax copy of the test results within eighteen (18) hours of the telephone report.

**INUVIK – Requirement number NT101 54/PU**

The Contractor must not arbitrarily load to sensor.

The Inuvik Airport Authority does not require a Commercial Vehicle Inspection, but the Contractor must request one if the trucks are suspect.

The Contractor must notify DND, in advance of any loading activity, whether specific Personal Protective Equipment (PPE) is a requirement for loading at their facility.

The Electrical conductivity limits will be consistent with CAN/CGSB 3.23 civil Jet A-1 requirements.

**Inuvik – Requirement number NT101 54/TW**

The Electrical conductivity limits will be consistent with CAN/CGSB 3.23 civil Jet A-1 requirements.

## **ANNEX "E" to PART 5 OF THE REQUEST FOR STANDING OFFERS**

### **FEDERAL CONTRACTORS PROGRAM**

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

**OR**

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Solicitation No. – N° de l’invitation  
E60HL-190052/B

Amd No. - N° de la modif.

Buyer ID – Id de l’acheteur  
hl662

Client Ref. No. – N° de réf. Du client  
E60HL-190052

File No - N° de dossier  
hl662.E60HL-190052

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## **ANNEX “F” 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)