

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

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

### National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Fuel & Construction Products Division  
L'Esplanade Laurier,  
140 O'Connor Street,  
East Tower, 4th floor,  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Into-Plane Aviation Fuels	
<b>Solicitation No. - N° de l'invitation</b> E60HL-200050/C	<b>Date</b> 2021-09-27
<b>Client Reference No. - N° de référence du client</b> E60HL-200050	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$HL-654-80438
<b>File No. - N° de dossier</b> hl654.E60HL-200050	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2021-10-22</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacLeod, Bobbi	<b>Buyer Id - Id de l'acheteur</b> hl654
<b>Telephone No. - N° de téléphone</b> (873)354-1451 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Specified Herein Précisé dans les présents	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

This cancels and supersedes in part (for the requirements indicated) the previous Request for Standing Offer (RFSO) E60HL-200050/B dated 5 June 2020, which closed on 29 June 2020 at 2:00 p.m. EDT.

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E60HL-200050/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl654

Client Ref. No. - N° de réf. du client  
E60HL-200050

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hl654E60HL-200050

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E60HL-200050/C

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E60HL-200050

File No. - N° du dossier  
hl654E60HL-200050

CCC No./N° CCC - FMS No/ N° VME

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## **INTO PLANE AVIATION FUEL**

### **Definitions**

In this Request for Standing Offers, unless the context otherwise requires.

#### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

#### **“Federal Identified User”**

Means any Federal 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.

#### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

## PART 1 - GENERAL INFORMATION

### Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

### Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

### 1. Introduction

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications 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 appendix "A" Requirement, appendix "B" Basis of Payment, appendix "C" Consumption Report, appendix "D" DND Inspection and Supplementary Conditions of Supply, appendix "E" RCMP Supplementary Conditions of Supply, appendix "F" Form GC 942-3, Call-Up against a Standing Offer (Provincial/Territorial Identified User), appendix "G" Federal Contractors Program for Employment Equity – Certification, and appendix "H" Electronic Payment Instruments.

## **2. Summary**

### **2.1 Requirements**

To supply aviation fuels into plane, including the provision of, or access to, fixed base operations at each location, to various Federal departments across Canada as detailed at Appendix "A" attached hereto; as and when requested by the Authorized User, during the period of date of standing offer issuance up to and including May 31, 2022.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Northwest Territories
- Province of Manitoba including
  - City of Winnipeg
- Province of Ontario including
  - City of Toronto

Only Authorized Users will be authorized to issue call-ups against this NMSO. A list of Authorized Users will be provided at paragraph 6 of Part 7A – Authorized Users

### **2.2 Delivery Requirements**

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Authorized Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

### **2.3 Federal Contractors Program for Employment Equity**

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

### **2.4 Epost Connect**

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

## **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.

#### **4. Offer**

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

#### **5. Disclosure of information – Optional Users**

The following definitions apply to this provision only:

**“Optional Users”** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**“MASH entities”** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

#### **6. 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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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. 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>

### 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)



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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.

#### **4. Improvement of Requirement during Solicitation Period**

Should Offerors consider that the specifications or Requirement contained in the RFSO could be improved technically or technologically, Offerors are invited to make suggestions, in writing, to the Standing Offer Authority named in the RFSO. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular Offeror will be given consideration provided they are submitted to the Standing Offer Authority at least twenty (20) days before the RFSO closing date. Canada will have the right to accept or reject any or all suggestions.

#### **5. 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(s) 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.

#### **6. 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.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by mail/courier to PWGSC BRU will not be accepted.

Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

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

#### 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.

##### 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 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. Alternate Products

Offerors may propose the following alternate products for the consolidated requirements identified at Appendix "A":

1. CAN/CGSB-3.23-2020 Aviation Turbine Fuel (grade Jet A-1)
2. CAN/CGSB-3.23-2020 Aviation Turbine Fuel (grade Jet A)

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

The Offeror will insert the alternate product to be supplied and the per litre unit price in Appendix "A" wherever applicable.

#### 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 excluded from the unit price.

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.

The price for provision of fixed base operations must be included in the unit price quoted at Appendix "A". See Part 7 B for a description of the fixed base operations requirement.

**B. Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the offer non-responsive.

**C. Unit Price Adjustments**

Firm unit prices per litre for consolidated requirements, shown at Appendix "A", will be subject to weekly upward or downward adjustments as detailed below.

**I Reference Marker**

a) The unit prices shown at Appendix "A" for consolidated requirements in the provinces of Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador and the territory of Nunavut will be subject to adjustment using the Reference Marker for "NYH".

b) The unit prices shown at Appendix "A" for consolidated requirements in the provinces of Manitoba, Saskatchewan, Alberta, and the Northwest Territories will be subject to adjustment using the Reference Marker "USGC".

c) The unit prices shown at Appendix "A" for consolidated requirements in the province of British Columbia and the Yukon Territory, will be subject to adjustment using either Reference Marker "USGC" or "LA PIPELINE". See Appendix "B", clause entitled "BASIS FOR UNIT PRICE ADJUSTMENTS". The Offeror must select only one Reference Marker, either "USGC" or "LA PIPELINE". Offerors must 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 consolidated requirements will be subject to adjustment using the reference marker "premium gasoline" in the published Kent Group "Wholesale by Marketer" Monday to Friday Average Daily Rate.

The designated centre for requirements in Quebec is Montreal.

The designated centre for requirements in Ontario is Toronto.

The designated centre for requirements in Manitoba, Saskatchewan and Alberta is Edmonton.

The designated centre for requirements in British Columbia is Vancouver.

## II Reference Marker Adjusted Price Effective Day:

After the initial price change, which comes into effect on date of issuance of standing offer, 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.

NYH, LA PIPELINE and USGC, and/or Kent Group Monday to Friday Average effective	12:01AM Mon.	12:01AM Tues.	12:01AM Wed.	12:01AM Thu.	12:01AM Fri.
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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 5 days of the request. Otherwise, the day of the week selected will be Tuesday.

## III Alternative Price Adjustment Method

The Offeror may propose "Posted Price at time of Delivery", with or without discount, as the Price Adjustment Method in its offer. The Offeror will insert the alternative price adjustment method in Appendix "A" wherever applicable.

"Posted Price at time of delivery" Price Adjustment Method will only be considered if no offer is received for the requested Reference Marker Price Adjustment Method for a given consolidated requirement.

### D. Electronic Payment of Invoices - Offer

Offerors, who are willing to accept payment of invoices by Electronic Payment Instruments, should complete Appendix "H" Electronic Payment Instruments, to identify which Electronic Payment Instruments are accepted.

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

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

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

## Section III: Certifications

Offerors must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 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.

#### 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.

##### 1.1.1 Mandatory Technical Criteria

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

- a) Offerors must provide the requested product at each consolidated requirement for which they provide a price at Appendix "A"; and
- b) Offerors who are submitting an offer for a consolidated requirement must agree to supply all delivery addresses under the 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.
- c) If alternate products are being offered, the Offeror must clearly indicate the alternate product offered at each consolidated requirement at Appendix "A".

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

##### 1.1.2 Alternate Product Evaluation

A. Where Canada requests CAN/CGSB 3.23-2020 Aviation Turbine Fuel (grade Jet A-1) with FSII at Appendix "A", if Canada receives a responsive offer for CAN/CGSB 3.23-2020 Aviation Turbine Fuel (grade Jet A-1) with FSII then no offers for the alternate products will be considered. If no responsive offer is received for CAN/CGSB 3.23-2020 Aviation Turbine Fuel (grade Jet A-1) with FSII then Canada, at its sole discretion, may evaluate, but is not bound to accept, offers for the following alternate products:

- 1. CAN/CGSB 3.23-2020 Aviation Turbine Fuel (grade Jet A-1)**
- 2. CAN/CGSB 3.23-2020 Aviation Turbine Fuel (grade Jet A)**

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

B. Where Canada requests CAN/CGSB 3.23-2020 Aviation Turbine Fuel (grade Jet A-1) at Appendix "A", if Canada receives a responsive offer for CAN/CGSB 3.23-2020 Aviation Turbine Fuel (grade Jet A-1), then no offers for the alternate product will be considered. If no responsive offer is received for CAN/CGSB 3.23-2020 Aviation Turbine Fuel (grade Jet A-1) then Canada, at its sole discretion, may evaluate, but is not bound to accept, offers for the following alternate product:

- 1. CAN/CGSB 3.23-2020 Aviation Turbine Fuel (grade Jet A)**

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## 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.

### 1.2.1 Mandatory Financial Criteria

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

- a) The Offeror must offer a firm unit price(s), subject to adjustment, in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each consolidated requirement offered; and
- b) The Offeror's financial offer must be in accordance with the Appendix "B", Basis of Payment.

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

### 1.2.2 Evaluated Price

The evaluated price will be the unit price per litre offered for each consolidated requirement.

### 1.2.3 Price Adjustment Method

The unit prices shown at Appendix "A" are subject to adjustment using Reference Marker as stated at Part 3, Section II C I, Reference Marker.

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

#### **Posted Price at time of delivery**

## 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 will be recommended for issuance of a Standing Offer.

More than one Standing Offer may be issued as a result of this solicitation. Each consolidated requirement will be issued to one supplier only.

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 1. Certifications Required with the Offer

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

#### 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.

### 1. Certifications Precedent to 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 are 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.

#### 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.

#### 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) 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.

The Offeror must provide the Standing Offer Authority with a completed appendix [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 appendix Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 2.3 Additional Certifications Precedent to Issuance of a Standing Offer

### 2.3.1 Rate or Price Certification

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C0001T	Price Certification - Foreign Suppliers	2007-05-25
C0002T	Price Certification - Canadian-based Suppliers (other than agency and resale outlets)	2010-01-11
C0004T	Price Certification - Canadian Agency and Resale Outlets	2007-05-25
C0008T	Price Support - Non-competitive Bid	2007-05-25

### 2.3.2 General Environmental Criteria Certification

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

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

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

or

- B) The Bidder certifies that the Bidder 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 Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' 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.	



Solicitation No. - N° de l'invitation  
E60HL-200050/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hl654

Client Ref. No. - N° de réf. du client  
E60HL-200050

File No. - N° du dossier  
hl654E60HL-200050

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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.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

### 2.3.3 Certificate of Conformance

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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E60HL-200050/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
h1654

Client Ref. No. - N° de réf. du client  
E60HL-200050

File No. - N° du dossier  
h1654E60HL-200050

CCC No./N° CCC - FMS No/ N° VME

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## PART 6 - FINANCIAL AND INSURANCE REQUIREMENTS

### 1. Financial Capability

#### SPECIFIC CLAUSE INCORPORATED BY REFERENCE

SACC ID	Title	Date
M9033T	Financial Capability	2011-05-16

### 2. Insurance Requirements

The Offeror is responsible for deciding if insurance coverage is necessary to fulfill its obligation under any resulting Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Offeror is at its own expense and for its own benefit and protection. It does not release the Offeror from or reduce its liability under any resulting Contract.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### Definitions and Interpretation

**a) Definitions:** In this Standing Offer, a capitalized term shall have the meaning attributed to that term in General Conditions 2009 Standing Offers – Goods or Services – Authorized Users, section 01, or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

**b) Other Interpretative Provisions,** unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

#### Key Terms

##### Definitions

In this Standing Offer, unless the context otherwise requires,

##### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

##### **“Federal Identified User”**

Means any Federal 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.

**“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

**“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

**Principal – Agent Relationship**

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

**Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

**1. Offer**

The Offeror offers to supply aviation fuels into plane, including the provision of, or access to, fixed base operations at each location, to various Federal departments across Canada as detailed at Appendix "A" as and when requested by the Authorized User.

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.

**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.

**1.2 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".

## 2. Security Requirement

There is no security requirement applicable to this Standing Offer.

## 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.

### 3.1 General Conditions

2009 (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

The following section(s) from General Conditions 2009 apply to Federal Identified Users only:  
Section 11 – Integrity Provisions

The text under section 6 - Withdrawal - of 2009 referenced above is amended as follows:

Delete: thirty (30) days  
Insert: sixty (60) days

### 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.

## 4. Term of Standing Offer

### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance of Standing Offer up to and including May 31, 2022.

### 4.2 Comprehensive Land Claim Agreements (CLCAs)

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

## 5. Authorities

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### 5.1 Standing Offer Authority

The Standing Offer Authority is:

**Bobbi MacLeod**

Supply Team Leader

Public Works and Government Services Canada

Acquisitions Branch

Industrial Products and Vehicles Procurement Directorate

140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower

Ottawa, ON K1A 0S5

Telephone: 873-354-1451

E-mail address: bobbi.macleod@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

### Contracting Authorities

If a call-up is issued by:

#### Federal Identified User:

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

#### Provincial/Territorial Identified User:

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

### 5.2 Call-up Authorities

The Call-up Authorities for the Standing Offer are identified in the call-up against the Standing Offer.

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

### 5.3 Offeror's Representative

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Authorized Users

### Federal Identified Users

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. The Federal Identified Users authorized to make call-ups against the Standing Offer are those departments specified at Appendix "A".

#### Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

- Northwest Territories
- Province of Manitoba including
  - City of Winnipeg
- Province of Ontario including
  - City of Toronto

#### Disclosure of information – Optional Users

**"Optional Users"** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**"MASH entities"** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as "Optional Users") may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as "Deliverables").

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a "Request"), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as "Separate Agreement").

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

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## 7. Call-up Procedures

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## 8. Call-up Instrument

### 8.1 Federal Identified User

The Work will be authorized or confirmed by the Federal Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version of the document.

### 8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. An electronic sample is attached at Appendix "H". This form is available through the PWGSC Forms Catalogue Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

## 9. Limitation of Call-ups

### Federal Identified User

Individual call-ups against the Standing Offer must not exceed \$ 1,000,000.00 (Applicable Taxes included).

### Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

## 10. Priority of Documents



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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2009 (2018-07-16), General Conditions - Standing Offers - Goods or Services – Authorized Users
- d) the general conditions 2015A (2018-07-16), General Conditions - Goods (Medium Complexity) – Authorized Users
- e) Appendix A, Requirement;
- f) Appendix B, Basis of Payment;
- g) Appendix D, DND Inspection and Supplementary Conditions of Supply;
- h) Appendix E, RCMP Supplementary Conditions of Supply;
- i) Appendix C, Consumption Report
- j) Appendix F, Form GC 942-3, Call-Up against a Standing Offer (Provincial/Territorial Identified User)
- k) 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*).

## 11. Certifications and Additional Information

### 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.

### 10.2 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.

## 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*).

## 13. Additional Plane Services

All services additional to basic fuelling and Fixed Base Operation (FBO) services, such as Call Out Fees, Ramp Fees, etc, must be dealt with under a separate requirement outside of this Standing Offer. The Offeror agrees that it will not charge for additional plane services, such as call out fees, ramp fees, etc., fees in excess of the lowest price charged anyone else for like services.

## 14. 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.

### **1. Requirement**

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

#### **1.1 Definitions and Interpretation**

**Definitions.** In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

**Other Interpretive Provisions.** In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

#### **1.2 Delivery Verification**

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

#### **1.3 Volume Corrected To 15°C**

When aviation fuels are delivered in bulk, the quantity/volume of fuel used for invoicing purposes must be adjusted to 15°C in accordance with ASTM D1250 "Petroleum Measurement Tables: Table 54B" (latest edition) for aviation fuels (kerosene base) and high flash type turbine fuels.

#### 1.4 Inspection and Supplementary Conditions of Supply

The goods provided shall be subject to inspection by the Authorized User Representative at destination, unless otherwise indicated in the Call-Up Instrument.

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

The "Supplementary Conditions of Supply" at Appendix "E" apply to Royal Canadian Mounted Police requirements as stated therein.

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

#### 1.5 Acceptance

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2015A (2018-07-16), General Conditions – Goods – Authorized Users (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).*

The following sections of 2015A apply to Federal Identified Users only:

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

#### 2.2 SACC Manual Clauses

##### SPECIFIC CLAUSES INCORPORATED BY REFERENCE

SACC Reference	Section	Date
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
D5540C	ISO 9001:2015-Quality Management Systems-Requirements (QAC Q) (for DND only)	2019-05-30

### 3. Term of Contract

#### 3.1 Delivery Date

Delivery must be made within 1 hour from receipt of a call-up against the Standing Offer unless otherwise specified at Appendices "A", "D", or "E", or mutually agreed upon by the Offeror and the Authorized User representative.

#### 4. Payment

##### 4.1 Basis of Payment

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

##### 4.2 SACC Manual Clauses

##### SPECIFIC CLAUSES INCORPORATED BY REFERENCE

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

##### 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.

**4.4 Electronic Payment of Invoices – Call-up** *(The standing offer authority must include in the standing offer Electronic Payment Instruments accepted by the offeror as identified by the offeror at Appendix G and renumber accordingly. If electronic payments are not accepted, this clause will be deleted.)*

The Contractor accepts to be paid using 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)

#### 5. Invoicing Instructions

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

In addition, all invoices must contain the following information:

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

2. Invoices must be distributed as follows:

- A) The original and two (2) copies of each invoice must be made out to the Authorized User Representative and forwarded to the invoicing address as set out at Appendix "A".
- B) Invoices will be supported by the original and one (1) copy of the delivery slip duly signed by the Authorized User Representative. It is the responsibility of the Contractor to ensure that all

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information is legible on the delivery slip. Should the above information be incomplete, the invoice will not be paid until such time that the Contractor provides the required details.

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

3. Invoice submission by e-mail is acceptable where authorized by the Standing Offer Authority. E-mail addresses will be provided by the Standing Offer Authority at issuance of Standing Offers.

#### **6. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under any resulting Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under any resulting Contract.

#### **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.

#### **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 Economic 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.

#### **9. Fixed Base Operation**

The Contractor must provide access to an insulated office building or an equivalent ATCO type trailer at the airport proper located within approximately 150 meters of the aircraft parking location. The insulated office building must be heated, lighted and ventilated. The office building must include washroom facilities complete with a flush toilet, lavatory and mirror. The Contractor must maintain a supply of paper towels and toilet tissue. The office building must be of sufficient size to accommodate a workstation for aircraft personnel. The workstation must be furnished with a desk and a chair. A telephone, as well as a facsimile machine, must be provided for use by aircraft personnel. All long distance calls placed on this telephone will be paid for by the user via a credit card.

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

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

File Number /  
N° du dossier : E60HL-0-0050-14-C

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:</b> PQ681 Aviation turbine fuel (grade Jet A-1) with/FSII CAN/CGSB- 3.23-2020	Carbureacteur d'aviation (grade Jet A- 1) avec/FSII CAN/CGSB-3.23-2020	Intoplane Serv / Livre à L'avion	Department of National Defence Mirabel Airport Mirabel, PQ	Aviation / Aviation	800,000 L	
<b>Instructions:</b> See attached DND inspection and supplementary conditions of supply. Price includes provision of fixed base operations.						
<b>Instructions :</b> Voir en annexe, inspection et conditions supplémentaires d'approvisionnement du MDN. Le prix comprend la fourniture d'un base d'opérations.						

Total Quantity/ Quantité totale	Unit price/ Prix unitaire
<b>Zone:</b> PQ681	<b>REQUIREMENT NUMBER:</b> 54 / IP : N° DE BESOIN
	800,000 L \$

## APPENDIX B – BASIS OF PAYMENT

### BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price per litre for 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.

Firm unit price 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.

### UNIT PRICES / TAXES

The unit prices 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 and shall also be *exclusive* of any Fuel Concession Fee 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, as a result of the sale of the work to Canada, except as otherwise provided in the Standing Offer and substantiated by invoice. Canada will pay to the Offeror an amount equal to such tax, levy, Fuel Concession Fee or airport fee where applicable.

*Unit prices shown at Appendix "A" include all costs associated with the regular delivery of fuel into aircraft, during normal working hours, at designated locations. All other services, unless otherwise specifically provided for herein by her Majesty, shall require prior authorization by the pilot to the supplier and shall be dealt with through an arrangement separate from the Standing Offer. An offer received for a requirement on any other basis will not be considered.*

Cost of fixed base operations and the into plane fee are included in unit price shown at Appendix "A".

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

### 1. PRICE ADJUSTMENT METHOD

Unit prices as shown at Appendix A will be subject to upward or downward adjustment using \_\_\_\_\_ . *(Standing Offer Authority will insert either "Reference Marker" Weekly Average or "Posted price at time of delivery" or "As specified in Appendix A", as specified by the Offeror in Appendix A).*

#### A. POSTED PRICE AT TIME OF DELIVERY

The Offeror's posted price, minus any applicable discount, on the day of delivery shall be used.

#### B. REFERENCE MARKER

##### I. BASIS FOR UNIT PRICE ADJUSTMENT

The Reference Markers are:

##### NYH

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



### **USGC**

Platt's Oilgram average weekly assessment for the United States Gulf Coast, Pipeline, Jet 54. The average weekly assessments will be based on the Monday to Friday week average of the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

### **LA PIPELINE**

Platt's Oilgram average weekly assessment for the West Coast Pipeline L.A., Jet. The average weekly assessments will be based on the Monday to Friday week average of the high and low daily assessments as compiled by Platt's Oilgram and made available electronically at the beginning of the following week from either GlobalView or PAWS.

### **CANADIAN UNBRANDED RACK PRICES**

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

### **AREA OF COVERAGE FOR EACH REFERENCE MARKER**

The unit prices 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 and the territory of Nunavut, are subject to adjustment using the Reference Marker for "NYH" detailed above.

The unit prices 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 unit prices 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 3, Unit Price Adjustment of Part)* detailed above.

The unit prices shown at Appendix "A" 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, Manitoba, and Saskatchewan;  
and.  
Vancouver for requirements in the province of British Columbia.

## **II. METHOD OF CALCULATING UNIT PRICE ADJUSTMENTS**

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

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**Weekly Price Adjustment Effective Day:**

After the initial price adjustment, which comes into effect on July 1, 2020, 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 3, Unit Price Adjustment)*

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

a) Initial Adjustment: the unit price adjustments effective on July 01, 2020 will be equal to the applicable Reference Marker price for the week ending June 26, 2020 ('B' week value) minus the applicable Reference Marker price for the week ending on February 14, 2020 ('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.

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

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

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

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

Example calculation using the "LA PIPELINE" Marker:  
(This is for example purposes only and does not commit the Crown to anything).  
(All prices indicated are for example purposes only)

Related "LA PIPELINE" marker price for week ending November 25, 2011 = \$ 3.0608

Related "LA PIPELINE" marker price for week ending February 03, 2012 = \$ 3.0910

Bank of Canada official exchange rate average for week ending November 25, 2011 = \$ 1.0438  
per U.S.dollar

Bank of Canada official exchange rate average for week ending February 03, 2012 = \$ 0.9997  
per U.S.dollar

Offer Price = Cdn \$ 1.0254 per litre

Litres in a US gallon = 3.785412

a)  $(\$ 3.0608 \times \$ 1.0438) / 3.785412 = \$ 0.843993$  rounded to Cdn.\$ 0.8440 per litre

b)  $(\$ 3.0910 \times \$ 0.9997) / 3.785412 = \$ 0.816310$  rounded to Cdn.\$ 0.8163 per litre

c) b) minus a) = Cdn \$ -0.0277 per litre

d) c) + Offer Price = Cdn \$ 0.9977 per litre

### UNIT PRICE ADJUSTMENT SCHEDULE

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

UNIT PRICE ADJUSTMENT SCHEDULE			
Unit Price Adjustment	"A" Week ending on	"B" Week ending on	Unit Price Adjustment Effective Date
1	*February 14, 2020	June 26, 2020	July 01, 2020
2	February 14, 2020	July 3, 2020	As indicated at "Method of Calculating Unit Price Adjustments"
3	February 14, 2020	July 10, 2020	As indicated at "Method of Calculating Unit Price Adjustments"
	February 14, 2020	Sequential weekly periods, up to and including May 21, 2022	Sequential weekly periods, as indicated at "Method of Calculating Unit Price Adjustments", up to and including May 22-27, 2022**

**\*\*Unit prices effective the week of May 22-27, 2022 shall remain in effect until the end of the supply period.**

\*The per-litre "A" week values in \$ Canadian per litre for week ending **February 14, 2020** for each Reference Marker are:

NYH	:	\$0.5735
USGC	:	\$0.5410
LA PIPELINE	:	\$0.5838
Montreal Premium Gasoline:		\$0.7932
Toronto Premium Gasoline:		\$0.7266
Edmonton Premium Gasoline:		\$0.7222
Vancouver Premium Gasoline:		\$0.9704

### III. 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.



## APPENDIX D

### INSPECTION AND SUPPLEMENTARY CONDITIONS OF SUPPLY DEPARTMENT OF NATIONAL DEFENCE

#### 1. **SACC CLAUSES** (incorporated by reference)

a. **2006** Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements

Amend as follows:

Conduct of Evaluation

Delete: conduct a survey of offerors' facilities

Insert: conduct a survey of offerors', including representatives', agents' and subcontractors', facilities

b. A1030C Technical Authority (= QETE 3-3)

Amended as follows:

#### **TO BE PROVIDED**

c. D5510C Quality Assurance Authority (DND) - Canadian-based Contractor,

**or**

D5515C Quality Assurance Authority (DND) - Foreign-based and United States Contractor

d. D5511C Test Validation

e. D5540C QAC Q – Requirements ISO 9001:2008 Quality Management Systems – Requirements (QAC Q)

#### 2. **APPLICABLE DOCUMENTS**

The following publications apply:

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

Canadian Standards Association standard CSA B836

## ANNEXE D

### INSPECTION ET CONDITIONS SUPPLÉMENTAIRES D'APPROVISIONNEMENT MINISTÈRE DE LA DÉFENSE NATIONALE

#### 1. **RÉFÉRENCE CUA** (clauses incorporées par référence)

a. **2006** Instructions uniformisées - demande d'offres à commandes - biens ou services - besoins concurrentiels

Modifier comme suit :

#### **Déroulement de l'évaluation**

Supprimer : examiner les installations, les capacités techniques, administratives et financières des offrants

Insérer : examiner les installations, les capacités techniques, administratives et financières des offrants ainsi que ceux de leur(s) représentant(s) leur(s) agent(s) et leur(s) sous-traitant(s)

b. A1030C Responsable technique (= CETQ 3-3)

Modifié comme suit :

#### **À ÊTRE FOURNI**

c. D5510C Autorité de l'assurance de la qualité (MDN) – entrepreneur établi au Canada,

**ou**

D5515C Autorité de l'assurance de la qualité (MDN) – entrepreneur établi à l'étranger et aux États-Unis

d. D5511C Validation d'essais

e. D5540C ISO 9001 :2008 Systèmes de management de la qualité – Exigences (CAQ Q)

#### 2. **DOCUMENTS APPLICABLES**

Les publications suivante s'appliquent :

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

Norme CSA B836 de l'Association canadienne de

"Storage, Handling and Dispensing of Aviation Fuels at Aerodromes" (latest edition).

### **3. WAIVER PROCEDURE**

The following publication applies:

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

### **4. CERTIFICATE OF ANALYSIS AND SUMMARY DOCUMENT**

The Contractor must:

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

### **5. DELIVERY CONDITIONS**

#### **Into-Plane**

- a. Delivery must be available 24 hours per day, 7 days per week including holidays.
- b. The Contractor must:
  - (1) refuel DND aircraft within one (1) hour of notification and aircraft arrival, or
  - (2) refuel DND aircraft at another mutually agreed upon time.

normalisation, *Entreposage, manutention et distribution des carburants aviation dans les aérodromes* (dernière édition).

### **3. PROCÉDURE D'EXEMPTION À LA CONCEPTION**

La publication suivante s'applique :

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

### **4. CERTIFICAT D'ANALYSE ET DOCUMENT SOMMAIRE**

L'Entrepreneur doit:

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

### **5. CONDITIONS DE LIVRAISON**

#### **Livraison aux aéronefs**

- a. La livraison doit pouvoir se faire 24 heures par jour, sept jours par semaine, y compris les jours fériés.
- b. L'entrepreneur doit :
  - (1) ravitailler un aéronef du MDN dans le un (1) heure suivant la demande et l'arrivée de l'aéronef; ou
  - (2) ravitailler un aéronef du MDN à un autre moment mutuellement convenu.

c. The product must be provided, on the same basis as to the Department of National Defence, to the following:

- (1) North Atlantic Treaty Organization (NATO) aircraft (including E-3A and Trainer Cargo Aircraft (TCA) from Geilenkirchen Germany),
- (2) British Commonwealth aircraft,
- (3) the following United States agencies' aircraft:
  - (a) Federal Aviation Administration (FAA), and
  - (b) National Aeronautics and Space Administration (NASA),
- (4) aircraft on Open Skies Treaty flights (having aircraft identification (call sign) starting with "OSY"), and
- (5) Canadian Forces pilots of the following aircraft:
  - (a) **Bell 206B Jet Ranger**, Registration Numbers (Portage la Prairie): CFTHA-301, CFTHB-302, CFTHC-303, CFTHJ-304, CFTHK-305, CFTHL-306, CFTHM-307, CFTHN-308, CFTHP-309, CFTHQ-310, CFTHR-311, CFTHV-312, CFTHW-313, CFTHX-314, and
  - (b) **Beechcraft BE 90 King Air**, Registration Numbers (Portage la Prairie): C-FMFQ, C-FMFR, C-FMFS, C-FMFU, C-FMFX, C-FMFY, C-FMFZ, and (Trenton) C-GDVF-208 and C-GDNH-209.

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

## **6. ACTUAL CONSUMPTION - MONITORING**

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

## **7. FACILITY**

The contractor must provide 24 hour a day, 7 days a

c. Le produit doit être fourni aux parties suivantes selon les mêmes conditions qu'au ministère de la Défense nationale :

- (1) tous les aéronefs de l'OTAN (y compris l'E-3A et l'avion de transport et d'entraînement (TCA) de Geilenkirchen en Allemagne);
- (2) les aéronefs des pays du Commonwealth;
- (3) les aéronefs des organismes des États-Unis suivants :
  - (a) Federal Aviation Administration (FAA);
  - (b) NASA;
- (4) les aéronefs des pays membres du Traité « Ciel ouvert » (aéronef dont l'identification débute par les lettres OSY).
- (5) tous les pilotes des Forces canadiennes des aéronefs suivants :
  - (a) **Bell 206B Jet Ranger**, numéros d'enregistrement (Portage la Prairie) : CFTHA-301, CFTHB-302, CFTHC-303, CFTHJ-304, CFTHK-305, CFTHL-306, CFTHM-307, CFTHN-308, CFTHP-309, CFTHQ-310, CFTHR-311, CFTHV-312, CFTHW-313, CFTHX-314, et
  - (b) **Beechcraft BE 90 King Air**, numéros d'enregistrement (Portage la Prairie) : C-FMFQ, C-FMFR, C-FMFS, C-FMFU, C-FMFX, C-FMFY, C-FMFZ, et (Trenton) : C-GDVF-208 et C-GDNH-209.

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

## **6. CONSOMMATION RÉELLE – SUIVI**

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

## **7. ÉTABLISSEMENT**

L'entrepreneur doit fournir 24 heures par jour, 7 jours



week access to a facility. The facility must include access to a well-lit mission planning space, washrooms, and easy access to ground transportation.

a. Within the mission planning space, the contractor must provide:

1. Access to a computer that can access appropriate Canadian and US aviation weather and flight planning data (routes, NOTAMS, SIGMETs, etc.);
2. A telephone capable of calling the nearest Flight Service Station (which is a local or toll-free call);
3. At least one standard-size desk in order to spread a map out for normal route planning;
4. Access to a washroom; and
5. A place for the crew to comfortably wait (a) for weather to clear; or (b) for delayed passengers.

The contractor should provide Wi-Fi internet access, a computer with web browser, and a telephone with free local calling.

## **8. APRON**

a. The contractor must control the apron in front of their facility. The contractor must advise all customers, on the contractor's apron, which parking spot to use. This must be done through the air-ground radio, which the contractor must continuously monitor.

b. The contractor must provide DND/CF personnel with 24 hours a day, 7 days a week access to the ramp space in order for DND/CF personnel to perform aircraft maintenance or depart.

c. The contractor must provide parking spots for up to six CH146 helicopters, on the apron. The parking spots must be indicated with painted lines or circles or a marshaller provided to direct the aircraft. Parking must be within 150m of the facility.

d. The parking spots must border the facility so that

par semaine l'accès à un établissement. L'établissement doit inclure l'accès à un espace bien éclairé pour la planification de la mission, des toilettes et un accès facile au transport terrestre.

Dans l'espace de planification de mission, l'entrepreneur doit fournir:

1. L'accès à un ordinateur qui peut accéder aux données appropriées météorologiques canadiens et américains de l'aviation et de planification de vol (routes, NOTAM, SIGMET, etc.);
2. Un téléphone capable d'appeler la station d'information de vol la plus proche (qui est un local ou sans frais d'appel);
3. Au moins un bureau de taille standard afin de répandre une carte pour la planification de la voie normale;
4. L'accès à une salle de bain; et
5. Une place pour l'équipage d'attendre confortablement (a) pour le temps pour décaler; ou (b) pour les passagers retardés.

L'entrepreneur doit fournir un accès Internet Wi-Fi, un ordinateur équipé d'un navigateur web, et un téléphone avec appels locaux gratuits.

## **8. AIRE DE STATIONNEMENT DES AÉRONEFS**

a. L'entrepreneur doit contrôler l'aire de stationnement des aéronefs en face de leur établissement. L'entrepreneur doit informer tous les clients, sur l'aire de stationnement des aéronefs de l'entrepreneur, laquelle place de stationnement à utiliser. Cela doit être fait par la radio air-sol, ce qui le contacteur doit surveiller en permanence.

b. L'entrepreneur doit fournir le personnel du MDN / des FC, avec 24 heures par jour, 7 jours par semaine l'accès à l'espace de la rampe pour que le personnel du MDN / des FC peuvent effectuer la maintenance de l'aéronef ou partir.

c. L'entrepreneur doit fournir places de stationnement pour un maximum de six hélicoptères CH146, sur l'aire de stationnement des aéronefs. Les places de stationnement doivent être indiquées par des lignes ou des cercles peints ou un placier fournis pour diriger l'aéronef. Les places de stationnement doivent être à 150 m de l'établissement.

d. Les places de stationnement doivent être à côté



aircrew and passengers can walk between the aircraft and the facility.

de l'établissement de telle sorte que les équipages et les passagers peuvent marcher entre l'avion et l'établissement.

e. The contractor must deliver fuel without the need to move the aircraft from their parking spot.

e. L'entrepreneur doit livrer du carburant sans avoir besoin de déplacer l'avion de leur place de stationnement.

f. The contractor must provide a marshal to (1) ensure the pilot identifies the correct parking spot; and (2) guide passengers to and from the contractor's facility.

f. L'entrepreneur doit fournir un maréchal à (1) s'assurer que le pilote identifie la bonne place de stationnement ; et (2) guide des passagers à destination et en provenance de l'établissement de l'entrepreneur.

g. For AB031 54/IP (Calgary Airport), larger aircraft (C-17 / Polaris / C-130) may park on the cargo apron. For aircraft parked on the cargo apron, transportation for passengers and crew from the cargo apron to the FBO facility and fuel delivery at the cargo apron must be provided.

g. Pour AB031 54 / IP (Aéroport de Calgary), les gros avions (C-17 / Polaris / C-130) peuvent se garer sur l'aire de trafic fret. Pour les avions stationnés sur l'aire de trafic fret, le transport des passagers et des membres d'équipage de l'aire de trafic fret à la bâtisse de l'exploitant des services aéronautiques à l'aéroport (FBO) et la livraison de carburant à l'aire de fret doivent être fournis.

h. For NL001 54/IP and NL001 53/IP (St. John's Airport). The contractor must provide parking spots for 1 X CH149 helicopter on 30 minutes notice, on the apron, and an additional 1 X CH149 helicopter on 12 hours' notice on the apron. The parking spots must be indicated with painted lines or circles or a marshaller provided to direct the aircraft. Parking must be within 150m of the facility.

h. Pour NL001 54/IP et NL001 53/IP (Aéroport de St. John's), l'entrepreneur doit fournir des places de stationnement pour un X un hélicoptère CH149 sur un préavis de 30 minutes, sur l'aire de stationnement des aéronefs et un hélicoptère supplémentaire 1 X CH149 avec un avis de 12 heures, sur l'aire de stationnement. Les places de stationnement doivent être indiquées par des lignes ou des cercles peints ou un placier fournis pour diriger l'aéronef. Les places de stationnement doivent être à 150 m de l'établissement.

## APPENDIX E RCMP SUPPLEMENTARY CONDITIONS OF SUPPLY

1. **FOR REQUIREMENT NUMBER (AB221 54/IP, AB101 54/IP, AB101 55/IP, AB011 54/IP, AB031 54/IP, AB031 55/IP, AB171 54/IP, AB121 54/IP, SK241 54/IP, SK121 54/IP, SK121 55/IP, SK161 54/IP, SK161 55/IP, NT061 54/IP, NT101 54/IP, MB001 54/IP, MB001 55/IP, NT081 54/IP, MB131 54/IP, AB221 54/IP, PQ905 54/IP, ON021 54/IP)**
- A) The Contractor must provide 24 hours a day, 7 day week service including holidays. A contact number must be provided, at time of issue of standing offer, that the RCMP can call 24 hours a day, 7 day week including holidays for deliveries.
- B) Invoices must be sent to the addresses associated with the tail # of each aircraft, as follows:

<b>Tail Numbers:</b>	<b>Invoicing Address:</b>
C-GMPE Pilatus PC 12/47 C-GMPY Pilatus PC 12/45 C-GMPP Eurocopter B3 Helicopter C-GNSE Cessna 206	RCMP Air Section – Edmonton Attention: Accounts Clerk Hangar #7, 11840 – 109th Street Edmonton, AB T5G 2T8 <a href="mailto:RCMP.KAirServicesEdmonton-KServiceDetransportaerien.GRC@rcmp-grc.gc.ca">RCMP.KAirServicesEdmonton-KServiceDetransportaerien.GRC@rcmp-grc.gc.ca</a>
C-GMPW Pilatus PC 12/47 E C-FSWC Cessna T206H	RCMP Air Section – Regina Attention: Flight Co-ordinator Bag 2500 Regina, SK S4P 3K7 <a href="mailto:RCMP.FReginaASInvoices-FReginaSAfactures.GRC@rcmp-grc.gc.ca">RCMP.FReginaASInvoices-FReginaSAfactures.GRC@rcmp-grc.gc.ca</a>
C-FMPK Pilatus PC 12/NG	RCMP Air Section – Thompson Attention: Accounts Clerk P.O. Box 1235 Thompson, MB R8N 1P1 <a href="mailto:RCMP.DAirServices-DServicesDeLair.GRC@rcmp-grc.gc.ca">RCMP.DAirServices-DServicesDeLair.GRC@rcmp-grc.gc.ca</a>
C-GMPP Pilatus PC 12/45 C-GMPQ Pilatus PC 12/45	RCMP Air Section – Winnipeg 145 West Hangar Road Winnipeg MB R3J 3Z1 <a href="mailto:RCMP.DAirServices-DServicesDeLair.GRC@rcmp-grc.gc.ca">RCMP.DAirServices-DServicesDeLair.GRC@rcmp-grc.gc.ca</a>
C-GMPX Pilatus PC 12/NG	RCMP Air Section – Yellowknife 5010 – 49th Avenue Bag 5000 Yellowknife NT X1A 2R3 <a href="mailto:airservicesyellowknife@rcmp-grc.gc.ca">airservicesyellowknife@rcmp-grc.gc.ca</a>
C-GMPA Pilatus PC 12/47	RCMP Prince Albert Air Section 2020 – 9th Avenue West Prince Albert SK S6V 6J7 <a href="mailto:RCMP.FPAASInvoices-FPASAFactures.GRC@rcmp-grc.gc.ca">RCMP.FPAASInvoices-FPASAFactures.GRC@rcmp-grc.gc.ca</a>

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File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
hl654

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Tail Numbers:	Invoicing Address:
C-GMPV	RCMP Air Services "V" Division Bag 500 Iqaluit NU X0A 0H0 <a href="mailto:Iqaluit.Air_Services@RCMP-GRC.GC.CA">Iqaluit.Air_Services@RCMP-GRC.GC.CA</a>



## APPENDIX "F" / ANNEXE « F »

### Call-up Against a Standing Offer Commande subséquente à une offre à commandes

Ship to - Expédier à

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

Billing Address - Adresse de facturation

☐ Same as Above  
Comme ci-dessus

**Au fournisseur :** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commande seront fournis dans la commande subséquente à l'offre à commandes.

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants

Vendor's Name and Address - Nom et adresse du fournisseur

Standing Offer No. - N° de l'offre à commandes

Call-up No. - N° de commandes subs

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
		\$0.00	\$0.00

Item No. N° de l'article	Item Description Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire \$	Extended Price Prix calculé \$
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Special Instructions - Instructions particulières

Total **\$0.00**

For further information, call - Pour renseignements supplémentaires, contacter

Name  
Nom

Telephone No.  
N° de téléphone

Email  
Courriel

Delivery required by  
Livraison requise le (Y-A-MM-D-J)

Authorized Signature - Signature autorisée  
(Mandatory - Obligatoire)

Date (Y-A-MM-D-J)

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**APPENDIX G to PART 5 - REQUEST FOR STANDING OFFERS  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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)

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Buyer ID - Id de l'acheteur  
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Client Ref. No. - N° de réf. du client  
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File No. - N° du dossier  
hl654E60HL-200050

CCC No./N° CCC - FMS No/ N° VME

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## **APPENDIX “H” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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)