

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

Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet KLEEN FLO	
Solicitation No. - N° de l'invitation W0106-12R200/A	Date 2013-04-19
Client Reference No. - N° de référence du client W0106-12R200	GETS Ref. No. - N° de réf. de SEAG PW-\$QCL-026-15349
File No. - N° de dossier QCL-2-35658 (026)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-06-04	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée VOIR TEXTE	
Address Enquiries to: - Adresser toutes questions à: Hamann, Frédéric	Buyer Id - Id de l'acheteur qcl026
Telephone No. - N° de téléphone (418)649-2975 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE PHL, EDIFICE 260 COURCELETTE Québec G0A4Z0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

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

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

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

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

Comments - Commentaires

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

Instructions: See Herein

Instructions: Voir aux présentes

Issuing Office - Bureau de distribution
TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts 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: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement and the Basis of payment

2. Summary

Description:

On request, supply various vehicle maintenance products, such as lubricant, antifreeze, brake fluid, silicone, grease, solvent, sealant, cleaner, adhesive, etc., for the Petroleum, Oils and Lubricants (POL) Section of the 5th Service Battalion (5 Svc Bn), Valcartier Garrison. The full product list is presented at Annex B of the Request for a Standing Offer.

Client department

The organization for which the services are to be rendered is the Department of National Defence.

Term of the standing offer:

The initial period of the Standing Offer is from date of award to July 31st 2015, plus a possibility of two (2) additional periods of one year.

Financial limitation

The budget allocated for the initial period is \$260 000.00 (Taxes excluded)

Mandatory Technical Criteria

Although bidders must provide the goods meeting all the specifications outlined in Annex A and Annex B at the bid closing date, bids will be evaluated on the following criteria:

1. The Offeror must be able to supply, and provide a bid price for a minimum of 90% of the items listed in Annex B (72 out of 80 items);
2. The Offeror must be able to supply the product brands and sizes requested for at least 75% of the products, no more than 25% substitute products will be accepted (20 out of 80 items). For any substitute product proposed, the Offeror must complete the information requested regarding the "brand offered", "stock number" and "size" in Annex B - Basis of payment;
3. The sizes of substitute products must conform as much as possible to the sizes requested. The size difference of the substitute product must not exceed 25% of the size requested. Where the size is different from that requested, the price offered must be in the same unit of measurement, e.g., item 2, size requested 20 litres, size proposed 22 litres (acceptable), not 5.8 gallons;
4. The application of substitute products must be the same as the products requested. The Offeror must demonstrate and submit documentation with its bid showing that the substitute products proposed have the same application as the products requested (refer to clause B3000T - Equivalent Products, of Part 2 - Offeror Instructions of the Request for a Standing Offer, article 1.1).

Other information :

pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

This requirement is subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the Chili-Canada Free Trade Agreement (CCFTA), the Peru Free Trade Agreement (CPFTA), and the World Trade Organization Agreement on Government Procurement (WTO-AGP).

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual Clauses

B3000T(2006-06-16), Equivalent Products

Substitute Products - Samples (DND)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within four (4) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

2. 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.

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority at frederic.hamann@tpsgc-pwgsc.gc.ca no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

4. 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 Quebec.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer two (2) hard copies

Section II: Financial Offer one (1) hard copy and one (1) electronic copy of the **Annex B, Basis of payment in Excel format** to the following e-mail address:

QUE.QueReceptionSoumissionsQcQueSupplyTendersReceptionQc@tpsgc-pwgsc.gc.ca

Section III: Certifications one (1) hard copy

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements as detailed in Part 4, article 1.1, Technical Evaluation.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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

1.1.1 Mandatory Technical Criteria

Although bidders must provide items meeting all the specifications outlined in Annex A and Annex B at the bid closing date, bids will be evaluated on the following criteria:

1. The Offeror must be able to supply, and provide a bid price for a minimum of 90% of the items listed in Annex B (72 out of 80 items);
2. The Offeror must be able to supply the product brands and sizes requested for at least 75% of the products, no more than 25% substitute products will be accepted (20 out of 80 items). For any substitute product proposed, the Offeror must complete the information requested regarding the “brand offered”, “stock number” and “size” in Annex B - Basis of payment;
3. The sizes of substitute products must conform as much as possible to the sizes requested. The size difference of the substitute product must not exceed 25% of the size requested. Where the size is different from that requested, the price offered must be in the same unit of measurement, e.g., item 2, size requested 20 litres, size proposed 22 litres (acceptable), not 5.8 gallons;
4. The application of substitute products must be the same as the products requested. The Offeror must demonstrate and submit documentation with its bid showing that the substitute products proposed have the same application as the products requested (refer to clause B3000T - Equivalent Products, of Part 2 - Offeror Instructions of the Request for a Standing Offer, article 1.1).

1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

For evaluation purpose only, the price of the offer will be calculated as follows:

Evaluated price for the initial period of the Standing Offer:

Firm Unit Prices as detailed at Annex B - Basis of Payment, as per the same items quoted (same evaluation basis considering the the Offerer may submit prices for a minimum of 90% of the total number of items, which represent 72 on 80 items, see exemple here under): For each item, the approximate quantities will be multiplied by the associate firm unit price. The resulting amounts, on a same avaluation basis, will be added up.

+

Evaluated Price for the first optional period of the Standing Offer:

As per the markup percentage submitted, calculated as follows :

Evaluated price for the initial period of the Standing Offer (calculated above)
/ 2 (initial two-year period)

X ___% of increase submitted (1st optional year)

= Evaluated Price for the first optional period

+

Evaluated Price for the second optional period of the Standing Offer:

As per the markup percentage submitted, calculated as follows :

Evaluated price for the first optional period of the Standing Offer (calculated above)

X ___% of increase submitted (2nd optional year)

= Evaluated Price for the second optional period

= **Price of the Offer, for evaluation purpose**

Exemple of financial evaluation:**Evaluated price for the initial period of the Standing Offer (approx. 2 years) as per the same items quoted (same evaluation basis) :**

	Company A	Company B	Company C
Item 1 :	15\$	10\$	10\$
Item 2 :	20\$	15\$	20\$
Item 3 :	15\$		20\$
Item 4 :		15\$	15\$
Item 5 :	20\$	20\$	20\$
	-----	-----	-----
Total :	55\$	45\$	50\$

First Optional period:

	Company A	Company B	Company C
	55\$/2 X 0%	45\$/2 X 3%	50\$/2 X 2%
	-----	-----	-----
Total :	27.50\$	23.18\$	25.50\$

Second Optional period:

	Company A	Company B	Company C
	27.50\$ X 0%	23.18\$ X 3%	25.50\$ X 2%
	-----	-----	-----
Total :	27.50\$	23.88\$	26.01\$

The total evaluation price of the Standing Offer, including the two optional years:

	Company A	Company B	Company C
TOTAL:	110\$	92.06\$	101.51\$

The Standing Offer will be awarded to Company B.**2. Basis of Selection - Mandatory Technical Criteria Only**

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An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is

completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. Additional Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

2.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

-
2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953- 8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full- time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Periodic Usage Reports - Standing Offer

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. These data must include all purchases paid for by a Government of Canada Acquisition Card. Reports must be submitted on the appropriate document, which will be provided to the Offerer by the Standing Offer Authority, and forwarded no later than fifteen (15) days after the designated reporting period.

The data, including the total number and value of call-ups, must be submitted on a quarterly basis to the Public Work and Government Services Canada (PWGSC) Standing Offer Authority and the Designated representative of the POL Section, Building 260, Valcartier Garrison.

Instructions for Submitting Data on Standing Offer usage:

Please make sure the report contains the following information:

- The Standing Offer number for which the data are submitted;
- The period for which the data have been accumulated (start date to end date);
- The total amount spent to date, by government department;
- The number of each item delivered for the period.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from award to July 31 2015.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional period of one year each, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority Thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Frédéric Hamann
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
1550, D'Estimauville Avenue
Québec (Québec)
G1J 0C7

Telephone: (418) 649-2975
Facsimile: (418) 648-2209
E-mail address: frederic.hamann@pwgsc-tpsgc.gc.ca

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

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4.2 Project Authority *(to be completed by Canada at the time of award)*

The Project Authority for the Standing Offer is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

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

4.3 Offeror's Representative *(to be completed by Canada at the time of award)*

Name and telephone number of the person responsible for :

General enquiries and Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

5. Identified Users

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

The Department of National Defence - Valcartier, Designated representative of the POL Section, Building 260.

CONTACT AT CUSTOMER DEPARTMENT (*to be completed by Canada at the time of award*)

For all information related to invoicing and/or payments you may communicate with:

Customer Department: _____

Name: _____

Telephone Number _____

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$37 367.00** (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation - Total

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$260 000.00** (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-11-19), General Conditions - Goods (Medium Complexity) ;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*).

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

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

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.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Interest on Overdue Accounts

Section 16, Interest on Overdue Accounts, of General Conditions 2010A (2012-11-19) will not apply to payments made by credit cards.

3. Term of Contract

3.1 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer and in accordance with Annex A - Requirement.

4. Payment

4.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in in Annex B. 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.

4.2 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

4.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

C2000C (2007-11-30), Taxes - Foreign-based Contractor

C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

C2608C (2012-07-16), Canadian Customs Documentation

C2610C (2007-11-30), Customs Duties - DND - Importer

4.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must include, at least: detail of products ordered, price and the number of the call-up made by the Designated representative of the POL Section, Building 260.

2. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

7. *SACC Manual* Clauses

A9006C(2012-07-16), Defence Contract
B7500C(2006-06-16), Excess Goods
D0018C(2007-11-30), Delivery and Unloading

8. Dangerous Goods/Hazardous Products

1. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods/hazardous products to the Government of Canada.
2. The Contractor will be held liable for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
3. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. Failure to do so will result in the Contractor being held responsible for damages caused in the movement of goods/products by government vehicles or government personnel.
4. The Contractor must adhere to all applicable laws regarding dangerous goods/hazardous products.

9. Shipment of Hazardous Materials

The Contractor must label and ship goods falling within the Hazardous Products Act, R.S.C. 1985, c. H-3 and regulation(s) in accordance with the said Act and regulation(s) accompanied by the required material safety data sheet(s) completed in either English or French. The label must clearly identify the contents of the hazardous material and the material safety data sheet must explain what those hazards are.

ANNEX A

REQUIREMENT

Objective

1. The purpose of this document is to provide general and specific requirements for the supply of various vehicle maintenance products, such as lubricant, antifreeze, brake fluid, silicone, grease, solvent, sealant, cleaner, adhesive, etc., solely as required and on request, for the Petroleum, Oils and Lubricants (POL) Section of the 5 Service Battalion of Canada (5 Svc Bn), Valcartier Garrison. The complete list of products is set out in Annex "B."

Background

2. The POL Section of 5 Svc Bn of Canada has a mandate to supply the various units of Valcartier Garrison with the products they need to maintain the DND fleet of commercial and military vehicles.

Description of requirement

General

3. The products shall be supplied in compliance with the requirements described herein, Public Works and Government Services Canada (PWGSC) documents and call-ups against the standing offer.

Responsibilities and delivery deadlines

4. Working days are from Monday to Friday, including construction industry holidays, but excluding statutory holidays.

5. Statutory holidays are as follows: New Year's Day, Good Friday, Easter Monday, Victoria Day, St. John the Baptist Day, Canada Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.

6. Regular hours are from 7:30 a.m. to 4:00 p.m. on working days.

7. The Offeror must be able to supply and deliver the products ordered within 72 hours of receiving the order.

8. The Offeror must be able to supply urgent orders occasionally by the next day when an order is placed in the morning.

9. The Offeror shall supply, on request, fact sheets and/or material safety data sheets for each of the products in Annex "B."

10. Product technical descriptions are available at the following sites:

Kleen Flo <http://www.kleenflo.com/en/index.htm>
Permatex http://www.permatex.com/tds_search.htm
Loctite <http://www.henkelna.com/industrial/tech-data-sheet-search-5118.htm>
Castrol <http://www.castrol.com/castrol/displaysdstdsscreen.do?categoryId=8320001>
Prolab <http://www.prolab-technologies.com/contenu/produitsauto.cfm>
AC Delco <http://www.acdelcocanada.com/parts/parts.php>
Bernzomatic <http://bernzomatic.com/PRODUCTS/FUEL/tabid/212/Default.aspx>
Shell http://aeroshelldirect.com/aeroshell_grease.asp
Turco http://www.henkel.com/cps/rde/xchg/henkel_com/hs.xsl/index.htm

Solicitation No. - N° de l'invitation

W0106-12R200/A

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

W0106-12R200

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-2-35658

Buyer ID - Id de l'acheteur

qc1026

CCC No./N° CCC - FMS No/ N° VME

ANNEX B

BASIS OF PAYMENT