

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7

Request For a Standing Offer
Demande d'offre à commandes

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

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

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

Comments - Commentaires

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

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

Title - Sujet DFO - ALCO Lub Oil	
Solicitation No. - N° de l'invitation F3059-13O011/A	Date 2014-05-12
Client Reference No. - N° de référence du client F3059-13O011	GETS Ref. No. - N° de réf. de SEAG PW-\$QCL-036-15945
File No. - N° de dossier QCL-4-37020 (036)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-06-05	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
Delivery Required - Livraison exigée VOIR DOC	
Address Enquiries to: - Adresser toutes questions à: Gagnon, Mathieu	Buyer Id - Id de l'acheteur qcl036
Telephone No. - N° de téléphone (418)649-2883 ()	FAX No. - N° de FAX (418)648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: NGCC TOUS LES NAVIRES PÊCHES ET OCÉANS CANADA GARDE COTIERE 101 BOUL. CHAMPLAIN QUEBEC Québec G1K7Y7 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.	

Instructions: See Herein

Instructions: Voir aux présentes

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

Telephone No. - N° de téléphone
Facsimile No. - N° de télécopieur

Name and title of person authorized to sign on behalf of Vendor/Firm
(type or print)
Nom et titre de la personne autorisée à signer au nom du fournisseur/
de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature

Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Financial Limitation
9. Priority of Documents
10. Certifications
11. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Shipping Instructions

Solicitation No. - N° de l'invitation

F3059-13O011/A

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

F3059-13O011

Amd. No. - N° de la modif.

File No. - N° du dossier

QCL-4-37020

Buyer ID - Id de l'acheteur

qcl036

CCC No./N° CCC - FMS No/ N° VME

-
7. Insurance
 8. *SACC Manual* Clauses

List of Annexes:

- Annex A - Requirement
Annex B - Basis of Payment

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six 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: 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 , the Basis of Payment and any other annexes.

2. Summary

To provide and deliver on an as and when ordered basis, bulk motor oil for Alco 251 V-16, to Fisheries and Oceans Canada / Canadian Coast Guard Quebec, QC, for ships Amundsen, DesGroseillers, Pierre Radisson and Martha L. Black.

The standing offer will be valid for a period of one (1) year from 2014-06-10 to 2015-06-09, including a provision for an optional two (2) year period of services of one (1) year each from 2015-06-10 to 2016-06-09 and from 2016-06-10 to 2017-06-09;

The estimated amount provided per year is 100,000 liters for four ships.
The estimated amount of 205 liters containers is 4 containers for four ships.

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT) and Canada FTAs with Peru/Colombia/Panama."

3. Debriefings

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

Solicitation No. - N° de l'invitation

F3059-13O011/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcl036

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

F3059-13O011

File No. - N° du dossier

QCL-4-37020

CCC No./N° CCC - FMS No/ N° VME

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 (2014-03-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 no later than five (5) 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 Québec.

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

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

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

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax (GST)/Quebec Sales Tax (QST) 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 _____

Solicitation No. - N° de l'invitation

F3059-13O011/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcl036

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

F3059-13O011

File No. - N° du dossier

QCL-4-37020

CCC No./N° CCC - FMS No/ N° VME

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- (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 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

For any proposed equivalent products:

The Offeror must provide prices for one of the product describe in Annex A.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties, excise taxes and environmental handling fees included.

2. Basis of Selection

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 associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

1.1 Certifications Required Precedent to Issuance of a Standing Offer

1.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

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.

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 Statement of Work 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 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from June 10th 2014 to June 9th 2014.

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 one- (1) year period, from June 10th, 2015 to June 9th, 2016 and from June 10th, 2016 to June 10th, 2017.

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.

3.3 Basis of payment, extension of the term of the Standing Offer

1. For the first and the second extension year at the same terms and conditions as stipulated in the Contract except that :

- 2.1 all unit prices as shown in the Standing Offer or as amended pursuant to the terms and conditions as expressed herein shall be increased or decreased by the percentage change in the Consumer Price Index as published by Statistics Canada for the area of Canada in which the work is being performed calculated for the 12 month period immediately preceding the commencement date of the said extension year.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Mathieu Gagnon
Supply Chief (Marine)
Public Works and Government Services Canada
Acquisitions Branch
601-1550 D'Estimauville Ave
Québec (Québec)
G1J 0C7

Telephone: (418) 649-28883

Facsimile: (418) 648-2209

E-mail address: mathieu.gagnon@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.

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project 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.

4.3 Offeror's Representative

Name: _____

Title: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada / Canadian Coast Guard, province of Quebec

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 \$50,000.00 (applicable taxes included).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$230,000.00 (applicable taxes 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 two (2) 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 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014-03-01), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Manufacturer's Requirement;
- h) the Offeror's offer dated_____ .

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 and deliver the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2014-03-01), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of General Conditions 2010A (2014-03-01), 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.

4. Payment

4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices as specified in Annex B. Customs duties and environmental handling fees are included, and applicable Taxes are extra, if applicable.

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

4.2 Multiple Payments

SACC Manual clause H1001C (2008-05-12), Multiple Payments

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

3. Billing shall be by ship and it must contain:

- Price per liter or container
- Qty
- Type of Oil
- Delivery Date

6. **Shipping Instructions - Delivery at Destination**

Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) port of Quebec Incoterms 2000 for shipments from a commercial contractor.

Note

The Chief engineer will contact the oil supplier directly to specify the location of the ship in the port of Quebec

7. **Insurance**

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

8. **SACC Manual Clauses**

A9006C (2012-07-16), Defence Contract
B1505C (2006-06-16), Shipment of Hazardous Materials
D3015C (2007-11-30), Dangerous Goods/Hazardous Products

ANNEX "A" - REQUIREMENT

Engine oil order for Alco 251 V-16 diesel engines

Description:

To provide and deliver on an as and when ordered basis, bulk or in 205 liters containers, motor oil for Alco 251 V-16 diesel engine, to Fisheries and Oceans Canada / Canadian Coast Guard Quebec, QC, for ships Amundsen, Des Groseilliers, Pierre Radisson and Martha L. Black.

Note: If during the Standing Offer Invitation the Offeror intends to propose another oil grade than those respectively indicated for the requested oils, please send us your comments before the closing date of the Standing Offer Request..

Engine oil for Alco 251 V-16 engines

Petro Canada Raluble 940 CF 20W40, Esso diol 9 RD 20W40 or Shell Caprinus XR40.

Quantity:

	Estimated quantities for one (1) year
Pierre Radisson	30,000 liters
Des Groseilliers	30,000 liters
Amundsen	30,000 liters
Martha L. Black	10,000 liters

Delivery

The contractor must be able to provide valid test certificates for the hoses used during the transfer.

The Contractor shall provide a sample of oil to the chief engineer.

Delivery must take place between the hours of 07:00 am and 07:00 pm.

ANNEX "B" - BASIS OF PAYMENT

Item	Description	Qty (approximative for one (1) year)	Firm Price (par liter ou par container*)	Extended Price
1	Engine oil (Ralube 940 CF 20W40, Diol 9 RD 20W40 or Caprinus XR40) for Alco 251 V-16 Diesel Engine	100,000 litres	\$	\$
2	Proposed Product : _____	4 contenants	\$	\$
	TOTAL (GST/QST extra)			\$

*** Firm price includes:**

- Delivery costs and pumping oil aboard
- Customs duties, Canadian excise taxes
- Environmental handling fees