

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
#910, 410-22nd Street East
Saskatoon
Sask.
S7K 5T6
Bid Fax: (306) 975-5397

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

| | |
|--|---|
| Title - Sujet POL Products | |
| Solicitation No. - N° de l'invitation W0142-15X013/B | Date 2014-06-16 |
| Client Reference No. - N° de référence du client W0142-15X013 | |
| GETS Reference No. - N° de référence de SEAG PW-\$STN-201-4694 | |
| File No. - N° de dossier STN-4-37005 (201) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-07-02 | Time Zone Fuseau horaire Central Standard Time CST |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Marsland, Rina | Buyer Id - Id de l'acheteur stn201 |
| Telephone No. - N° de téléphone (306) 975-4359 () | FAX No. - N° de FAX (306) 975-5397 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE RALSTON AB P.O.BOX 6000 MEDICINE HAT Alberta T1A8K8 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
#910, 410 - 22nd Street East
Saskatoon
Sask.
S7K 5T6

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| 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 |

Solicitation No. - N° de l'invitation

W0142-15X013/B

Amd. No. - N° de la modif.

File No. - N° du dossier

STN-4-37005

Buyer ID - Id de l'acheteur

stn201

CCC No./N° CCC - FMS No/ N° VME

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

W0142-15X013

Solicitation No. - N° de l'invitation
W0142-15X013/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn201

Client Ref. No. - N° de réf. du client
W0142-15X013

File No. - N° du dossier
STN-4-37005

CCC No./N° CCC - FMS No/ N° VME

***** This bid solicitation cancels and supersedes previous bid solicitation number W0142-15X013/A dated April 30, 2014 with a closing of May 16, 2014 at 2:00 pm. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.***

TABLE OF CONTENTS

POL Products, BATUS – CFB Suffield, AB

PART 1 - GENERAL INFORMATION

1. Requirement
2. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 – CERTIFICATIONS

1. Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. Defence Contract
12. SACC Manual Clauses

Solicitation No. - N° de l'invitation
W0142-15X013/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn201

Client Ref. No. - N° de réf. du client
W0142-15X013

File No. - N° du dossier
STN-4-37005

CCC No./N° CCC - FMS No/ N° VME

List of Annexes:

| | |
|---------|------------------|
| Annex A | Requirement |
| Annex B | Basis of Payment |

Solicitation No. - N° de l'invitation
W0142-15X013/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn201

Client Ref. No. - N° de réf. du client
W0142-15X013

File No. - N° du dossier
STN-4-37005

CCC No./N° CCC - FMS No/ N° VME

POL Products, BATUS - Suffield AB

PART 1 - GENERAL INFORMATION

1. Requirement

The requirement is detailed under Annex A of the resulting contract clauses.

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the *"Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada"* and the *"Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU")*.

2. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014-03-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids 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 bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (one (1) hard copy)

Section II: Financial Bid (one (1) hard copy)

Section III: Certifications (one (1) hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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, bidders 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 Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

2. Basis of Selection

- 2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**** The lowest evaluated price will be determined by using the following formula:**

(Price per liter for Item #1 x 5,125L) + (Price per liter for Item #2 x 10,250L) + (Price per litre for Item #3 x 5,125L) = Evaluated Price

The Supplier with the lowest evaluated price will be the successful bidder.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Canadian Content Certification

2.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

2.1.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the [Supply Manual](#).

PART 6 - RESULTING CONTRACT CLAUSES

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield.

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the *"Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada"* and the *"Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU")*.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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

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

4. Term of Contract

4.1 Delivery Date

While delivery is requested as soon as possible, the best delivery that could be offered is _____.

Solicitation No. - N° de l'invitation
W0142-15X013/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn201

Client Ref. No. - N° de réf. du client
W0142-15X013

File No. - N° du dossier
STN-4-37005

CCC No./N° CCC - FMS No/ N° VME

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Rina Marsland
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
910 – 410 22nd St E
Saskatoon, SK S7K 5T6

Telephone: 306-975-4359
Facsimile: 306-975-5379
E-mail address: rina.marsland@pwgsc.tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is:

- **To be Determined**

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price for a cost of **\$ to be determined**. Customs duties are included and Applicable Taxes are extra.

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

6.2 SACC Manual Clauses

C2605C (2008-05-12), Canadian Customs Duties and Sales Tax – Foreign-based Contractor
C6000C (2011-05-16) Limitation of Price
H1000C (2008-05-12) Single Payment

7. 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:
 - - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clauses

A3060C (2008-05-12), Canadian Content Certification

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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 Articles of Agreement;
- (b) the general conditions 2010A, (2014-03-01), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment

Solicitation No. - N° de l'invitation
W0142-15X013/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn201

Client Ref. No. - N° de réf. du client
W0142-15X013

File No. - N° du dossier
STN-4-37005

CCC No./N° CCC - FMS No/ N° VME

(e) the Contractor's bid dated - _____

12. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

13. SACC Manual Clauses

B7500C, (2006-06-16), Excess Goods
A9062C, (2011-05-16), Canadian Forces Site Regulations
G1005C, (2008-05-12), Insurance

ANNEX "A"

REQUIREMENT

The British Army Training Unit Suffield (BATUS) at CFB Suffield, AB has a requirement for the supply and delivery of the bulk oils detailed below to fill their oil cubes at the Fuel Depot on site at CFB Suffield.

For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the "Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU")."

The requirement for this procurement is as follows:

1. 5,125L 80W-90 Oil
2. 10,250L Diesel, 10W30 Oil
3. 4,100L Diesel, 15W-40 Oil

Mandatory Requirements

| Requirement | Meets | Doesn't Meet |
|---|--------------|---------------------|
| 1. 80W-90 Multi-Grade GL-5 Hypoid Gear Oil | Meets | Doesn't Meet |
| a) Must meet API GL-5 requirements | | |
| b) Must meet API MT-1 requirements | | |
| c) Must be approved against SAE J2360 (formerly MIL-PRF-2105E) Specifications | | |
| d) Must be approved against Mack GO-J Specifications | | |
| | | |
| 2. 10W-30 Diesel Engine Oil | Meets | Doesn't Meet |
| a) Must meet ACEA E5 and E7 Specifications | | |
| b) Suitable for Allison C-4 | | |
| c) Suitable for API CJ-4/sm (and older categories CI-4 PLUS, CI-4, CH-4) | | |
| d) Suitable for Caterpillar ECF-3, ECF-1 | | |
| e) Suitable for CID-AA-52306-A & 52306 | | |
| f) Suitable for Cummins CES 20081, 20078 & 20076 | | |
| g) Suitable for Detroit Diesel 93K218, 93K215, 93K214 | | |
| h) Suitable for Detroit Diesel MTU Types 1 & 2 | | |
| i) Must meet Global Specification DHD-1 | | |
| | | |

| 3. 15W-40 Diesel Engine Oil | Meets | Doesn't Meet |
|--|--------------|---------------------|
| a) Must be suitable for low emission EGR engine with a DPF approvals | | |
| b) Must be suitable for low emission ACERT engine with a DPF approvals | | |
| c) Must be suitable for use with BOTH ultra low and Low sulphur diesel | | |
| d) Demonstrated extended drain capacity | | |
| e) Suitable for use in the following: | | |
| i) Caterpillar EDF-3 | | |
| ii) Caterpillar EDF-2 | | |
| iii) Caterpillar EDF-1-a | | |
| iv) Cummins 20081 | | |
| v) Mack E0-0PP'07 | | |
| vi) DDC96K218 | | |
| vii) Volvo VDS-4 | | |
| viii) ACEA E-7 | | |
| ix) Renault RLD-3.MB –Approval 228.31. | | |
| x) MTU Type 2.1 | | |
| xi) Suitable for use in 4T motorcycles | | |

Solicitation No. - N° de l'invitation
W0142-15X013/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
stn201

Client Ref. No. - N° de réf. du client
W0142-15X013

File No. - N° du dossier
STN-4-37005

CCC No./N° CCC - FMS No/ N° VME

ANNEX "B"

BASIS OF PAYMENT

Note: The following items are to all be Bulk Oil, to be delivered in cubes of 1025L each on site to the fuel depot at CFB Suffield.

| Item Number | Description | Quantity | Price per Litre | Price per Cube Only |
|-------------|--------------------|---|-----------------|---------------------|
| 1 | 80W-90 | 5,125L (5 cubes at 1025 L each) | \$ | \$ |
| 2 | 10W-30 (Diesel) | 10,250L (10 cubes at 1025 L each) | \$ | \$ |
| 3 | 15W-40 (Diesel) | 4,100L (4 cubes at 1025 L each) | \$ | \$ |