



**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 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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Fuel & Construction Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> POL Products	
<b>Solicitation No. - N° de l'invitation</b> W0107-17CM03/A	<b>Date</b> 2018-01-30
<b>Client Reference No. - N° de référence du client</b> W0107-17CM03	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-666-74251	
<b>File No. - N° de dossier</b> hl666.W0107-17CM03	<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> <b>on - le 2018-03-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carrière, Dominic	<b>Buyer Id - Id de l'acheteur</b> hl666
<b>Telephone No. - N° de téléphone</b> (819) 420-2271 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of National Defence Various Unit in Garrison Petawawa PO BOx 9999, Station Main Petawawa, Ontario K8H 2X3	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment, and the Electronic Payment Instruments.

### **1.2 Summary**

- 1.2.1 To supply Packaged Oil and Lubricants to the department of National Defense as detailed at Annex A – Requirement, to Garrison Petawawa; as and when requested by the Identified User, during the period from the date of issuance of the Standing Offer, up to and including March 31, 2020.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.3 Debriefings**

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

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 – Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

#### 2.1.1 SACC Manual Clauses

M1004T (2016-01-28) Condition of Material

### 2.2 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.

### 2.3 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 question(s) 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.

### 2.4 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 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

### 3.1 Offer Preparation Instructions

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

Section I: Technical Offer (one hard copy)

Section II: Financial Offer (one hard copy)

Section III: Certifications (one 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>). 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.

##### 3.1.1 Equivalent Products

- a. Products that are equivalent in form, fit, function and quality to the item(s) specified in the request for standing offer will be considered where the offeror:
  - i. designates the brand name and model and/or part number and NSCM/CAGE of the substitute product;
- b. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - i. the offer fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - ii. the substitute product fails to meet or exceed the mandatory performance criteria specified in the request for standing offer for that item.
- c. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request offerors offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the request for standing offer, at the sole cost of offerors, within three (3) business days (or other delay specified herein) of the request. If the offeror fails to provide the requested information within the specified delay, Canada may declare the offer non-responsive.

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## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment.

### **3.1.2 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **3.1.3 Exchange Rate Fluctuation**

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

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- a. Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b. An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

Offers must contain all the technical information requested in the Request for Standing Offer to enable a full and complete evaluation.

##### **4.1.1.1 Mandatory Technical Criteria**

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

The goods offered must conform to all aspects of the specifications and standards detailed herein:

- a. Offerors must provide the requested product at each item for which they provide a price at Appendix "A"; and
- b. If equivalent products are being offered, the Offeror must clearly indicate the equivalent product offered at each item at Appendix "A".
- c. Bidder must be able to provide at least 83 of the 92 items listed in the Requirement (Annex A) and must quote prices for those items.

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

### **4.1.2 Financial Evaluation**

#### **4.1.2.1 Mandatory Financial Criteria**

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

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

#### **4.1.2.2 Evaluation of Price**

SACC *Manual* Clause M0220T (2016-01-28), Evaluation of Price

Offerors must fill out Annex A – Requirement. Offerors must provide a price for 83 of the 92 items listed at Annex A – Requirement.

#### **4.1.2.3 Evaluated Price**

The evaluated price will be equal to the sum of the offer price per item multiplied by the estimated usage. In the event that the Offeror has not provided a unit price for an item(s), then the highest price offered from all compliant offers will be used for that item(s).

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## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### **4.2.2 Green products offered**

Offerors may offer alternate products for the same item number with a separate price for the green product. The separate price for the green product will not be part of the evaluation.

## **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.

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the 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.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the 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.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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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.

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

#### 5.2.3.1 General Environmental Criteria Certification

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

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

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

or

- B)** The Offeror certifies that the Offeror meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Offeror must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Offerors' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Offerors' Authorized Representative Signature

\_\_\_\_\_  
Date

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### 5.3. Certificate of Conformance

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

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Signature

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Date

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## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Financial Capability**

*SACC Manual* clause M9033T (2011-05-16) Financial Capability

### **6.2 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**

#### **7.1 Offer**

**7.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "A" - Requirement. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

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The period for making call-ups against the Standing Offer is from date of standing offer issuance to March 31, 2020.

#### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 1 period, from April 1, 2020 to March 31, 2021 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 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **7.4.3 Delivery Points**

Delivery of the requirement will be made to:

*Requesting Unit*  
P.O. Box 9999 Station Main  
Petawawa ON  
K8H 2X3

#### **7.4.4 Delivery Points – New Locations in Ontario**

New locations in Ontario could be added following a written request by the Standing Offer Authority.

### **7.5 Authorities**

#### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Dominic Carrière  
Title: Intern Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Logistics, Electrical, Fuel and Transportation Directorate  
Address: 11 Laurier St, Gatineau, QC, K1A 0S5, PDP, Phase III, 7A2-42

Telephone: 819-420-2271  
Facsimile: 819-956-5527  
E-mail address: Dominic.Carriere@tpsgc-pwgsc.gc.ca

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

#### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is:

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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.

### 7.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is are designated personnel from the Department of National Defence.

### 7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;

- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## **7.8 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

## **7.9 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(2017-06-21), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010A (2016-04-04), General Conditions – Goods (Medium Complexity);
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- j) the Offeror's offer dated \_\_\_\_\_ .

## **7.10 Certifications and Additional Information**

### **7.10.1 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.

## **7.11 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 \_\_\_\_\_.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Requirement

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2016-04-04), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

#### 7.2.2 SACC Manual Clauses

A9006C (2012-07-16), Defence Contract

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

Delivery must be made within five (5) calendar days from receipt of a call-up against the Standing Offer.

#### 7.3.2 High Priority Requests - Delivery

High priority requests delivery must be made within twenty-four (24) hour from receipt of a call-up against the Standing Offer.

### 7.4 Payment

#### 7.4.1 Basis of Payment

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

#### 7.4.2 Terms of Payment

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

#### 7.4.3 SACC Manual Clauses

C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11
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#### 7.4.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- Visa Acquisition Card;
- MasterCard Acquisition Card;

- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 7.5 Invoicing Instructions

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 be supported by:

- a. Bill of Lading
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.

## 7.6 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

## 7.7 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods  
D2025C (2017-08-17) Wood packaging materials  
D3010C (2016-01-28) Delivery of Dangerous Goods/Hazardous Products  
D3015C (2014-09-25) Dangerous Goods/Hazardous Products – Labelling and Packaging compliance  
D6010C (2007-11-30) Palletization  
D5510C (2017-08-17) Quality Assurance Authority (DND) - Canadian-based Contractor  
D5515C (2010-01-10) Quality Assurance Authority (DND)- Foreign-based and U S –based Contractor  
D5545C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (QAC C)  
D5604C (2008-12-12) Release Documents (DND) - Foreign - based Contractor  
D5605C (2010-01-11) Release Documents (DND) - United States - based Contractor  
D5606C (2012-07-16) Release Documents (DND) - Canadian-based Contractor

## 7.8 Shipping Instructions – Delivery at Destination

Goods must be consigned and delivered to the destinations as specified in the call-up: Incoterms 2000 "DDP Delivered Duty Paid" destination as detailed in Annex "A"

**ANNEX "A"**

**REQUIREMENT**

(Note: estimated usages are for evaluation purposes only. Actual usage may vary from amounts shown)

Item	Size	Product Name	NSN (if applicable)	Yearly Usage	Unit Cost
Oils					
1	1L	Oil, 0W30		120	
2	1L	Oil, 0W40		36	
3	1L	Oil, 5W20, Synthetic		48	
4	1L	Oil, 5W30	9150-21-898-1460	48	
5	205L	Oil, 5W30	9150-21-898-1596	7	
6	1L	Oil, 10W		12	
7	20L	Oil, 10W		52	
8	1L	Oil, 10W30	9150-21-865-6591	642	
9	205L	Oil, 10W30	9150-21-886-4861	4	
10	1L	Oil, 10W30, Synthetic		93	
11	1L	Oil, 10W40, Synthetic		48	
12	1L	Oil, 15W40	9150-20-003-9643	1922	
13	20L	Oil, 15W40	9150-20-003-9646	12	
14	205L	Oil, 15W40	9150-20-003-9647	70	
15	20L	Oil, 15W40, Synthetic		8	
16	1L	Oil, 20W50, Synthetic		24	
17	20L	Oil, ISO AW32	9150-21-578-0009	50	
18	205L	Oil, ISO AW32	9150-21-578-0013	1	
19	1L	Oil, SAE 10	9150-21-865-6598	48	
20	1L	Oil, SAE 30	9150-21-865-6601	24	

21	1L	Oil, 2 Stroke, Synthetic			258	
22	1L	Oil, 2 Stroke		9150-21-876-4983	144	
<b>Hydraulic Fluids</b>						
23	1L	75W90, Synthetic		9150-01-035-5390	50	
24	20L	75W90, Synthetic		9150-21-898-1598	2	
25	205L	75W90, Synthetic			7	
26	1L	80W90		9150-01-035-5392	744	
27	20L	80W90		9150-01-035-5393	13	
28	205L	80W90		9150-01-035-5394	13	
29	1 gal	Brayco Mirconic 783 or Royco 783, MIL-PRF-6083		9150-00-935-9808	52	
30	20L	Brayco Mirconic 783 or Royco 783, MIL-PRF-6083		9150-00-935-9809	2	
31	205L	Royco 783, MIL-PRF-6083		9150-00-935-9810	0	
32	1 qt	Brayco Mirconic 756 or Royco 756, MIL-PRF-5606		9150-00-252-6383	120	
33	1 gal	Brayco Mirconic 756 or Royco 756, MIL-PRF-5606		9150-00-223-4134	237	
34	205L	Brayco Mirconic 756 or Royco 756, MIL-PRF-5606		9150-00-265-9408	15	
35	18.9L	Transynd			3	
36	205L	Brayco 783, MIL-PRF-6083G			3	
37	205L	TES 295		9150-20-002-4779	5	
38	1 qt	Royco 46, MIL-L-46000C		9150-00-687-4241	48	
<b>Grease</b>						
39	10oz tube	Grease, Assembly, Lubriplate			24	
40	3oz tube	Grease, Die-Electric, Permatex 22064			72	
41	14oz	Grease, Auro/Arty, MIL-PRF-10924		9150-01-197-7693	424	
42	20L	Grease, Auro/Arty, Braycote 610, MIL-PRF-10924		9150-01-197-7693	5	
43	120lb	Grease, Auro/Arty, MIL-PRF-10924			1	

44	14oz cartidge	Grease, General Purpose	9150-21-878-1823	418	
45	35lb pail	Grease, Bearing		2	
<b>Transmission Fluid</b>					
46	1L	ATF, Dextron III		696	
47	20L	ATF, Dextron III	9150-21-883-3325	5	
48	205L	ATF, Dextron III	9150-21-883-3326	17	
49	1L	ATF, Dextron IV		240	
50	20L	ATF, Dextron IV		20	
<b>Coolant</b>					
51	2L	Coolant, 50/50		60	
52	4L	Coolant, 50/50		208	
53	205L	Coolant, 50/50		10	
54	205L	Coolant, Green Concentrate		2	
55	3.78L	Coolant, Shell Rotella, Red		156	
56	3.78L	Coolant, Dexcool		16	
57	3.78L	Coolant, RV antifreeze		285	
58	205L	Coolant, RV antifreeze		7	
<b>Part Cleaners</b>					
59	20L	Bio Circle 55-A 007		13	
60	208L	Bio Circle 53-G 128		2	
61	20L	Walter Air Force, AF-PL 53-C-557		2	
62	205L	Walter Air Force, AF-PL 53-C-558		7	
63	20L	Ozzy Juice, SW4		6	
<b>Miscellaneous</b>					
64	390g	Kleen-Flo 313 Brake Kleen		1266	
65	20L	Kleen-Flo 323 Brake Kleen	6850-20-009-4098	2	
66	Case:	Kleen-Flo 325 Brake Kleen	6850-20-009-3835	4	

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	12x627g						
67	170g	Kleen-Flo 331 Eze Slide Brake Lube				24	
68	150mL	Kleen-Flo 409 Gas Line Antifreeze	6850-21-AAL-2936			240	
69	210g	Kleen-Flo 445 Battery Kleen				4	
70	1L	Kleen-Flo 528, Brake Fluid Dot 3	9150-20-A06-3750			168	
71	350mL	Kleen-Flo 535, Brake Fluid Dot 5	9150-20-A0E-5614			34	
72	1L	Kleen-Flo 586 Power Steering Fluid				22	
73	35mL	Kleen-Flo 615 Lock De-Icer				120	
74	211g	Kleen-Flo 730 Starting Fluid	6850-21-AAL-2944			120	
75	350mL	Kleen-Flo 790 Fuel Stabilizer				96	
76	418g	Kleen-Flo 837 Air Intake Kleen				24	
77	404g	Kleen-Flo 820 Choke and Carb Kleen				11	
78	454g	Kleen-Flo 824 Engine Degreaser	6850-21-AAL-2946			48	
79	1L	Kleen-Flo 993 Diesel Conditioner				84	
80	50mL	Loctite 242 Threadlocker, Blue				10	
81	1 lb can	Loctite anti-sieze, 76764				10	
82	1 lb can	Loctite anti-sieze, copper, 51007				10	
83	5 gal	Turco 5884 Engine Compression Cleaner				6	
84	325mL	Power Steering Fluid				150	
85	1L	Brake Fluid, Dot 4	9150-20-002-5863			228	
86	340g	CRC 75021 Gasket Remover				18	
87	312g	CRC 75097 Battery Protector				12	
88	3.78L	Diesel Exhaust Fluid				12	
89	9.45L	Diesel Exhaust Fluid				135	
90	205L	Diesel Exhaust Fluid				12	
91	3.78L	Windshield Washer Fluid, -40°C	6850-21-885-0863			162	
92	205L	Windshield Washer Fluid, -40°C	6850-21-885-0864			29	

## ANNEX "B"

### 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(s) for the goods on the Call-Up, DDP Destination Incoterms 2000. Customs duties and Excise Taxes are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Any levy on Environmental Handling Charges (EHC) is included in the unit price.

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

#### 1. Unit Price

The prices must be specified in Annex A in Canadian dollars, Incoterm 2000 DDP destination.

#### Price Adjustment

During the first year, the unit price will remain firm and equal to the offered price. During the second and third year, the price will be adjusted according to CPI data from Statistics Canada Catalogue No. 62-001X, Table - 5, All items, not seasonally adjusted.

##### a. Unit price change calculation.

The unit price during the supply period 1, from date of issuance of the contract to March 31, 2019, will be the price offered at the issuance of the Standing Offer. For the supply period 2 (i.e. from April 1, 2019 to March 31, 2020) and 3 (i.e. from April 1, 2020 to March 31, 2021), the unit price adjustment will be based on the Consumer Price Index (CPI) average (Statistics Canada Catalogue No. 62-001X, Table- 5, All items, not seasonally adjusted).

##### b. The unit price will be determined in accordance with the following formula, rounded to the nearest two decimal:

Price for Period B = (Price during period A) x C/D

Where

C = Sum of the indices from Table 5 above of the CPI, for the 12 months ending three (3) months preceding April 1, 20XX

D = Sum of the indices from Table 5 above of the CPI, for the 12 months ending 15 (15) months preceding April 1, 20XX

##### c. Negative adjustment

Any amount determined using the adjustment index which is less than zero will be deemed to be equal to zero

##### d. Effective date of price adjustment

Until such time as the adjustment to the unit price is made through a Contract amendment, the unit price valid for the last twelve month period will be used. Once the new unit price has been incorporated into the Contract, the Contractor may submit a claim for any underpayment (via a PWGSC-TPGSC 1111 claim for payment) that may have occurred as a result of any delays on the part of Canada in actioning the annual adjustment.

#### 2. Returnable Drums

For Items which are to be shipped in returnable drums, the cost of each returnable drum must be over and above the cost of the product as quoted on Annex A. Please indicate the credit cost for returned drum:

Credit for returned Drum = \$\_\_\_\_\_

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Credit in full, as quoted above must be given for each drum returned in good condition, freight prepaid to contractor.

Returnable drums will be identified by either embossing them with the company name, symbol, crest or hallmark, by metal nameplate attached to the drum, by stenciling or by some other acceptable means. Closure on drums shipped will be over sealed with "tri-sure" or "rieke" seals. Upon return to the contractor, if there is a discrepancy in quantities and/or condition of the returned drums, the contractor is to quarantine the drums. DND invokes the right to send an inspector for confirmation or send their concurrence to proceed.

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## **ANNEX “C” 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)