

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Title - Sujet Lubricating Oil - ALCO Engine	
Solicitation No. - N° de l'invitation F3059-17L880/A	Date 2018-02-15
Client Reference No. - N° de référence du client F3059-17L880	GETS Ref. No. - N° de réf. de SEAG PW-\$QCL-036-17346
File No. - N° de dossier QCL-7-40271 (036)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-03-28	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: Pêches et Océans Tous les navires 101 BOUL.CHAMPLAIN ATT. C/E 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	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
PART 2 - OFFEROR INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS	5
2.4 APPLICABLE LAWS.....	5
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	6
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	8
4.1 EVALUATION PROCEDURES.....	8
4.2 BASIS OF SELECTION.....	9
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	10
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	10
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	12
6.1 SECURITY REQUIREMENTS (NOT USED).....	12
6.2 FINANCIAL CAPABILITY	12
6.3 INSURANCE REQUIREMENTS	12
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	13
A. STANDING OFFER	13
7A.1 OFFER.....	13
7A.2 SECURITY REQUIREMENTS	13
7A.3 STANDARD CLAUSES AND CONDITIONS.....	13
7A.4 TERM OF STANDING OFFER	13
7A.5 AUTHORITIES	14
7A.6 IDENTIFIED USERS	14
7A.7 CALL-UP INSTRUMENT	14
7A.8 LIMITATION OF CALL-UPS	15
7A.9 FINANCIAL LIMITATION.....	15
7A.10 PRIORITY OF DOCUMENTS	15
7A.11 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	16
7A.12 APPLICABLE LAWS.....	16
B. RESULTING CONTRACT CLAUSES	17
7B.1 REQUIREMENT	17
7B.2 STANDARD CLAUSES AND CONDITIONS.....	17
7B.3 TERM OF CONTRACT	17

Solicitation No. - N° de l'invitation
F3059-17L880/A
Client Ref. No. - N° de réf. du client
F3059-17L880

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-7-40271

Buyer ID - Id de l'acheteur
qc1036
CCC No./N° CCC - FMS No./N° VME

7B.4	PAYMENT	17
7B.5	INVOICING INSTRUCTIONS	18
7B.6	SHIPPING INSTRUCTIONS – DELIVERY AT DESTINATION	18
7B.7	INSURANCE REQUIREMENTS	18
7B.8	SACC <i>MANUAL</i> CLAUSES	18
ANNEX "A"	19
ANNEX "B"	20
ANNEX "C"	22

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- 1.2.1 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 1100 and 1200 class ships of the Central and Arctic Region.

The standing offer will be valid for a period of 3 year from the award date to 2021-03-31, including a provision for an optional 1 year period.

The estimated amount provided per year is 100,000 liters of bulk.
The estimated amount of 208.2 liters containers is 4 containers per year.

- 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).

Solicitation No. - N° de l'invitation
F3059-17L880/A
Client Ref. No. - N° de réf. du client
F3059-17L880

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-7-40271

Buyer ID - Id de l'acheteur
qc1036
CCC No./N° CCC - FMS No./N° VME

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.

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) (<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](#) (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.

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 **seven** 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 the province of Quebec.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Due to the nature of the RFSO, offers transmitted by epost Connect service will not be accepted."

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

Section I: Technical Offer (1 hard copies)
Section II: Financial Offer (1 hard copies)
Section III: Certifications (1 hard copies)

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

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 detailed.

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
F3059-17L880/A
Client Ref. No. - N° de réf. du client
F3059-17L880

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-7-40271

Buyer ID - Id de l'acheteur
qc1036
CCC No./N° CCC - FMS No./N° VME

(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 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

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words “must” or “mandatory” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

4.1.1.1 Mandatory Technical Criteria

Proposed Product: The Bidder must provide information, identifying the proposed product in accordance with Annex B – Basis of Payment / Financial Bid

1. The Bidder must provide a letter of endorsement from ALCO that:
 - i. Authorizes and endorses the use of the proposed oil in the Coast Guard vessels Alco 251 V-16 diesel engines, and specifies that the equivalent product meets the requirements of the manufacturer, and;
 - ii. Stipulates that the proposed product is compatible with the currently used product is Caprinus XR40.
2. In the event that the proposed oil does not meet the requirement 1.b above, the letter must specify whether :
 - i. An emptying and disposal procedure (quantity of 6,000 liters per bid purposes) of oil is required, and;
 - ii. Decontamination of the lubrication system is required.

Note: The Bidder must include the costs associated with the operations listed in 2.a and 2.b above, in accordance with Table B - Firm Price Pumping / Oil Disposal and Decontamination, of Annex B - Basis of Payment / Financial bid.

4.1.1.2 Equivalent product (Clause B3000T – 2006-06-16)

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a. designates the brand name, model and/or part number of the substitute product;
 - b. states that the substitute product is fully interchangeable with the item specified;
 - c. provides complete specifications and descriptive literature for each substitute product;

-
- d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
 - 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
 - 3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

- 4.2.1** 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 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>).

Solicitation No. - N° de l'invitation
F3059-17L880/A
Client Ref. No. - N° de réf. du client
F3059-17L880

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-7-40271

Buyer ID - Id de l'acheteur
qc1036
CCC No./N° CCC - FMS No./N° VME

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 the Issuance of a Standing Offer

The attestation (letter of endorsement) from ALCO containing the information required in section 4.1.1 – Technical Evaluation, Part 4 – Evaluation Procedures and Basis of Selection, which supports the Bid may be requested by the Contracting Authority to the Bidder and must be provided within two (2) business days of written request to this effect.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements *(Not used)*

6.2 Financial Capability

SACC Manual clause [M9033T](#) (2011-05-16) Financial Capability

6.3 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7A.1 Offer

7A.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7A.2 Security Requirements

7A.2.1 There is no security requirement applicable to the Standing Offer.

7A.3 Standard Clauses and Conditions

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

7A.3.1 General Conditions

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

7A.4 Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is from award date of the Standing Offer to March 31st, 2021, inclusive.

7A.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 one period, from April 1st, 2021 to March 31st, 2022 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.

7A.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

Solicitation No. - N° de l'invitation
F3059-17L880/A
Client Ref. No. - N° de réf. du client
F3059-17L880

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-7-40271

Buyer ID - Id de l'acheteur
qc1036
CCC No./N° CCC - FMS No./N° VME

7A.5 Authorities

7A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mathieu Gagnon
Title: Supply Leader (Marine)
Organization: Public Works and Government Services Canada – Acquisition Branch

Telephone: 418-649-2883
Facsimile: 418-648-2209
E-mail address: mathieu.gagnon@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.

7A.5.2 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.

7A.5.3 Offeror's Representative

The offeror Representative is:

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

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

7A.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada, Canadian Coast guard, Central and Arctic Region.

7A.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
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

7A.8 Limitation of Call-ups

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

7A.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$400,000.00 (Applicable Taxes included) 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 four 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

7A.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2016-04-04), General Conditions – Goods (Medium Complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____, as clarified on _____.

Solicitation No. - N° de l'invitation
F3059-17L880/A
Client Ref. No. - N° de réf. du client
F3059-17L880

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-7-40271

Buyer ID - Id de l'acheteur
qc1036
CCC No./N° CCC - FMS No./N° VME

7A.11 Certifications and Additional Information

7A.12.1 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.

7A.12 Applicable Laws

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

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.

7B.1 Requirement

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

7B.2 Standard Clauses and Conditions

7B.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.

7B.2.2 Supplemental General Conditions

[A9056C](#) (2008-05-12), Supervision of Fueling and Disembarking Fuel, apply to and form part of the Contract.

7B.3 Term of Contract

7B.3.1 Period of the Contract

The period of the Contract is from date of Contract to March 31st, 2021, inclusive

7B.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7B.4 Payment

7B.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.

7B.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:
 - 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.
3. Billing shall be by ship and it must contain:
 - a. Price per liter or container
 - b. Quantity
 - c. Type of Oil
 - d. Delivery Date

7B.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 Ports of Quebec, Montreal, Trois-Rivieres or Sorel.

7B.7 Insurance Requirements

SACC Manual clause [G2040C](#) (2014-06-26), Environmental Impairment Liability Insurance

7B.8 SACC Manual Clauses

A9006C (2012-07-16), Defence Contract
B1505C (2016-01-28), Shipment of Hazardous Materials
D3015C (2014-09-25), Dangerous Goods/Hazardous Products

ANNEX "A"

REQUIREMENT

Description

To provide, as and when required, for the Department of Fisheries and Oceans Canada / Canadian Coast Guard, Quebec, Que., motor oil in bulk and in 208.2 liters containers for the Alco 251 V-16 diesel engine, for Class 1100 and 1200 Icebreakers in the Central and Arctic Region.

Engine oil for Alco 251 V16 engines

Shell Caprinus XR40 or equivalent approved by the manufacture in the document, titled; "FM/ALCO 251 engine MI-12009N" attached.

1. The supplier must provide a letter of endorsement from ALCO that:
 - a. Authorizes and endorses the use of the proposed oil in the Coast Guard vessels Alco 251 V-16 diesel engines, and specifies that the equivalent product meets the requirements of the manufacturer, and;
 - b. Stipulates that the proposed product is compatible with the currently used product is Caprinus XR40.
2. In the event that the proposed oil does not meet the requirement 1.b above, the letter must specify whether :
 - a. An emptying and disposal procedure (quantity of 6,000 liters fur bid purposes) of oil is required, and;
 - b. Decontamination of the lubrication system is required.

Quantity:

Approximate quantity for one year 100 000 liters

Approximate quantities available by delivery:

- 1 to 4 containers of 208.2 liters
- Less than 5,000 liters
- From 5,000 to 10,000 liters
- From 10,000 to 30,000 liters
- 30,000 liters of more

Delivery

The contractor must be able to provide valid test certificates for all hoses used when filling tanks.

The delivery must be done within 48 hours after the request.

The contractor must provide a sample of oil to the Chief Engineer.

Deliveries must take place between 06:00 am and 06:00 pm.

Delivery can be made at the Ports of Quebec, Montreal, Trois-Rivieres and Sorel

ANNEX "B"

BASIS OF PAYMENT / BID

Table A – Firm Price per liter depending on quantities:

Item	Description	Quantity per delivery	Quantity to consider for bid purposes	Number of delivery (approximate s for 3 years) X 3 years	Firm Price* (per liter or per container)	Calculated Price
A1	CAPRINUS XR40 or equivalent for ALCO 251 V-16 Diesel Engine Proposed product : _____	Less than 5,000 liters	5,000 liters	1 X 3 years	\$ _____	\$ _____
A2		From 5,000 to 10,000 liters	10,000 liters	1 X 3 years	\$ _____	\$ _____
A3		From 10,000 to 30,000 liters	20,000 liters	1 X 3 years	\$ _____	\$ _____
A4		30,000 liters or more	30,000 liters	3 X 3 years	\$ _____	\$ _____
A5		4 containers	4 x 208,2 liters	1 X 3 years	\$ _____	\$ _____
Total A (excluding applicable taxes)						\$ _____

*Firm price includes:

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

Tableau B – Prix ferme pompage/disposition d'huile et décontamination :

In the event that a pumping / disposal procedure involving 6000 liters of residual oil and a decontamination procedure for the ship's lubrication system is required, the supplier shall include the costs related to these operations. Prizes must be provided in consideration of work done from Monday to Friday between 7:00 am and 7:00 pm.

The supplier may enter "not applicable" on lines B1 and / or B2, provided that it provides a letter of endorsement from ALCO that authorizes and endorses the use of the proposed oil in Coast Guard vessels Alco 251 V-16 diesel engines and a pumping / disposal of the residual engine oil and decontamination procedure of the lubrication system are not required.

Item	Description	Number of process required for the first year only	Firm Price** (per process)	Calculated Price
B1	Pumping and disposal of a residual quantity of 6,000 liters of Caprinus XR40 oil	4	\$ _____	\$ _____
B2	Decontamination of the lubrication system	4	\$ _____	\$ _____
Total B (excluding applicable taxes)				\$ _____

*Firm price includes:

- Transport costs and pumping oil costs;
- Customs duties, Canadian excise taxes;
- Environmental handling fees.

Tableau C – Summary:

Total A	Total B	Total C (A + B) Bid Price (Excluding applicable taxes)
\$ _____	\$ _____	\$ _____

ANNEX "C"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Storage Tank Third Party Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Storage Tank Third Party Liability insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

Solicitation No. - N° de l'invitation
F3059-17L880/A
Client Ref. No. - N° de réf. du client
F3059-17L880

Amd. No. - N° de la modif.
File No. - N° du dossier
QCL-7-40271

Buyer ID - Id de l'acheteur
qc1036
CCC No./N° CCC - FMS No./N° VME

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



LUBRICATING OIL

INTRODUCTION

Development of high output diesel and the difficulty in obtaining distillate fuels with sulphur levels below 1%, adds increasing importance to the role of lubricating oils for properly protecting the dynamic components of the engine.

The oil industry, in keeping pace with these developments has developed or can develop lubricants which satisfactorily meet today's requirements.

The recommendations included in this Maintenance Instruction are offered as a guide to our customers, in selection and maintenance of engine lubricating oil.

OIL SPECIFICATION AND EVALUATION PROCEDURE

Unless the lubricant has earlier been successfully used on FM/ALCO manufactured engines, selection and evaluation of a suitable heavy duty lubricant should be carried out as suggested hereunder, before a lubricant is considered suitable.

Oil Supplier

A reliable oil supplier capable of making product recommendations, commensurate with FM/ALCO specifications and specific environmental influences, as well as having ability to furnish lubricants on a consistent quality level, should be consulted.

Oil Specification

Only an SAE 40 additive type lubricant conforming at least to API "CD" with adequate Alkalinity, (properties of a typical oil are listed below) and having been qualified through satisfactory field evaluation tests, as suggested in this M.I., should be used on FM/ALCO engines.

Property	Limits New Oil
Viscosity:	
SUS at 98.9°C (210°F)	72 - 85
CSt at 98.9°C (210°F)	13.5 - 16.8
SUS at 37.8°C (100°F)	700 - 1100
CSt at 37.8°C (100°F)	151 - 237.5
Viscosity Index	60 - 100
Flash Point °C	216

Viscosity:

Pour Point °C	4.5 max.
Total Base No.	7 - 10 if sulphur content of fuel is 0.5% to .7%)
	10 - 13 (if sulphur content of fuel is 0.7% to 1%)

- NOTE -

FM/ALCO should be consulted for lubricating oil requirements if the sulphur content of fuel oil is above 1%.

Field Evaluation

Oils meeting the above specification are considered suitable for a field test. The field test should be conducted on a minimum of two FM/ALCO engines. The test duration should not be less than one year. The test engines should be subjected to normal service and maintenance schedule.

Data, in respect of physical and dimensional checks of the key components as listed below, should be collected before and on completion of the field test.

1. Cylinder Liner Diameter (Inside) - Fully Cleaned
 - a. Location of top ring travel
 - b. 6" from location (1)
 - c. At bottom liner seat location
- Diameters to be measured at two right angle axes along longitudinal and transverse directions.
2. Piston Dimensions
 - a. Diameter (location crown top) - 2 axes - along axis of piston pin and at right angle
 - b. Diameter (location crown bottom) 2 axes along axes of piston pin and at right angle
 - c. Diameter (location below pin) - 2 axes - along axis of piston pin and at right angle
 - d. Diameter piston pin hole - 2 locations
 - e. Ring groove depth - all five grooves
 - f. Piston pin diameter - 3 locations



The FM/ALCO 251 Engine

3. Piston Rings
 - a. Ring gaps – Use a new liner for measuring gap all five rings
 - b. Ring depth – all five rings
4. Sizes for:
 - a. Valve guides – Use standard mandrills
 - b. Valve lever shaft diameters
 - c. Fuel pump lever bushing
 - d. Fuel pump roller pin
5. Crankpin Diameters (All pins)
6. Visually observe and record conditions of:
 - a. Small end bushings)
 - b. Big end bearings) Take
 - c. Main bearings) Photographs
 - d. Camshaft lobes and rollers)
 - e. Valves and seats)
 - f. Turbocharger bearings)
7. Engine performance data for:
 - a. Engine load
 - b. Exhaust temperatures
 - c. Lubricating oil pressures in the manifold
 - d. Air manifold pressures
 - e. Turbine inlet temperatures

The wear rate and physical condition data supplied by the customer/oil supplier will be evaluated by FM/ALCO.

After successful completion of the field test program, the oil will be considered satisfactory for use.

Oil formulation established and proven by the above program should not be changed. Any change in the additives or revision of the formulation in any way must be evaluated by the above method the oil is considered suitable for use.

- NOTE -

The above evaluation program is a complete responsibility both financially and otherwise, of the oil supplier, and/or the user. FM/ALCO will assist in carrying out analysis of test data and act only in an advisory capacity.

Mixing of Lubricants

FM/ALCO's recommendations against mixing of oil types cannot be over-emphasized. However, if this becomes mandatory, following suggestions are made to assist in reducing the risks associated with this practice.

- The number of lubricating oils to be mixed must be restricted to three for a given area of operation.
- The lubricants considered for mixing should have same additive concentrate.
- After the lubricants have been selected, an equally proportioned mixture must be subjected to field evaluation test listed above, and results analyzed by FM/ALCO before adopting this practice for the fleet operation.

MAINTENANCE/LUBRICANT CONTROL

Key to proper evaluation and control of used lubricants, for satisfactory engine performance lies in:

- Knowing the oil type, the engine and the service severity
- Developing histories to a series of tests
- Correlating analytical results with engine condition
- Watching for abrupt changes for normal use oil condition

See Table for recommended test, frequency, ASTM test method, limits and action for lubricating oil used on FM/ALCO engines.

The FM/ALCO 251 Engine

RECOMMENDED TESTING AND LIMITS FOR USED OIL			
TEST	RECOMMENDED FREQUENCY	ASTM TEST DESIGNATION	USED OIL LIMITS
Appearance & odor	Trip	No Numerical Limits - Interpreted by observer	
Crackle	Trip	No Numerical Limits - Interpreted by observer	
Blotter Spot Test	Trip	No Numerical Limits - Interpreted by observer	
Viscosity Increase at 100°C	Monthly	D 88 or D 445	+ 20%
Viscosity Increase at 40°C	Trip	D 88 or D 445	+ 30%
Viscosity Index	Monthly	D 567	
Pentane Insolubles	Monthly	D 893	3% max. (coagulated)
Benzene Insolubles	Monthly	D 893	Report
Fuel Dilution Vol. %	Trip	D 322	5% max
Sulphated Ash Content	Monthly	D 874	6% of new value
Total Base No.	Monthly	D 2896	3 - for oils with TBN of 7 to 10 when new
Total Base No.	Monthly	D 2896	6 - for oils with TBN of 10 to 13 when new
PH	Monthly	D 664	5

TRACE ELEMENTS PPM MAXIMUM				
TEST	RECOMMENDED FREQUENCY	ASTM TEST DESIGNATION	USED OIL LIMITS	if results higher than limit inspect
Aluminium	Monthly	Spectrographic	5 PPM	Piston
Chromium	Monthly	Spectrographic	10 PPM	Liner & water leaks
Copper	Monthly	Spectrographic	20 PPM	Bushings
Iron	Monthly	Spectrographic	50 PPM	Rings and other ferrous parts
Lead	Monthly	Spectrographic	10 PPM	Main con. rod & turbo, lead bearing
Silicon	Monthly	Spectrographic	5 PPM	Air filters
Sodium	Monthly	Spectrographic	30 PPM	Water leaks (water treatment contains sodium)

Note: If any trace elements show a sudden or unexplained increase, this is sufficient reason to inspect engine components for unusual wear.



The FM/ALCO 251 Engine

LIST OF LUBRICATING OILS KNOWN TO HAVE PERFORMED SATISFACTORILY ON 251 ENGINES

The inclusion of a product in this list does not imply approval or endorsement by FM/ALCO. It is published for the information of operators of 251 engines to assist them in obtaining satisfactory engine performance.

SUPPLIER	BRAND NAME	TBN
BP Canada Ltd.	BP Energol 1C-RG40	6
BP Oil Company (USA)	BP Dieselube RR240	6
BP Trading Co. Ltd. (International)	BP Energol 1C-R1140	6
	BP Energol 1C-RT40	7
Gulf Oil Canada Ltd.	Ralube 950	
Gulf Oil (USA)	Gulf Oil 493	
Exxon (Imperial Oil Ltd., Canada)	Galena RD 40	6.4
Exxon Corporation	Dion RDX	
*Mobil	MobilGard 412	15
Pemex (Mexico)	Dieselmex	
Shell Canada Ltd.	Tornus Oil 40	
Shell Oil Company and Affiliates	Caprinus T Oil 40	7
	Caprinus R Oil 40	10
	Tornus Oil 40	7
	Caprinus Oil 40	10
	Janus Oil 40	11
	Rotella T Oil 40	9
	Rotella TX Oil 40	9.5
Texaco Canada	DEO 1570	6.5



The FM/ALCO 251 Engine

Texaco Inc. (USA and overseas)	2208 Taro 4-80	
* - Added or changed since last issue.		