



Solicitation No. - N° de l'invitation  
W8486-184917/B  
Client Ref. No. - N° de réf. du client  
W8486-184917

Amd. No. - N° de la modif.  
File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
hl662  
CCC No./N° CCC - FMS No/ N° VME

**THIS REQUEST FOR STANDING OFFERS (RFSO) CANCELS AND SUPERSEDES  
PREVIOUS RFSO NUMBER W8486-184917/A DATED APRIL 20, 2018 WITH A CLOSING  
OF JUNE 4, 2018 AT 2:00 EDT FOR ONLY THE ITEMS SPECIFIED AT ANNEX A.**

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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: includes the certifications to be provided;   |
| Part 6 | 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 Annex A - Requirement, Annex B - Basis of Payment, Annex C - Consumption Report, Annex D - Delivery and Accounting Addresses List, and Annex E Electronic Payment Instruments.

### **1.2. Summary**

#### **1.2.1 Requirements**

To supply Packaged Oil and Lubricants to the Department of National Defense across Canada as detailed at Annex A – Requirement, to locations indicated at Annex D – Delivery and Accounting Addresses List, attached hereto; as and when requested by the Identified User, during the period from July 1, 2018, up to and including June 30, 2019, with an option to extend the Standing Offer by one additional year.

The items detailed in Annex A are products intended to be used for Army requirements. The items are to be supplied on a regional basis. The regions are defined as follows:

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- The Atlantic region: Nova Scotia, Prince Edward Island, New Brunswick and Newfoundland & Labrador;
  - The Quebec Region;
  - The Ontario Region;
  - The Western Region: Manitoba, Alberta, Saskatchewan and BC; and
  - The Northern Region: Yukon Territory, Northwest Territories, and Nunavut.

More than one Standing Offer may be issued as a result of this Solicitation.

The items awarded to the same Offeror in different regions will be consolidated into one Standing Offer.

### **1.2.2 Trade Agreements**

This requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canadian-European Union Comprehensive Economic and Trade Agreement (CETA), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Panama Free Trade Agreement, and the Canadian Free Trade Agreement (CFTA).

### **1.2.3 Comprehensive Land Claims Agreements**

This procurement is subject the Nunavut Land Claims Agreement, Gwich'in Comprehensive Land Claim Agreement, Tlicho Land Claims and Self-Government Agreement, Inuvialuit Final Agreement, Ta'an Kwach'an Council Final Agreement, and the Kwanlin Dun First Nation Final Agreement.

### **1.2.4 ePost Connect Service**

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to Offerors for further information.

## **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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#### **1.4 Key Terms**

CoA: Certificates of Analysis  
SDS: Safety Data Sheets  
QPL: Qualified Products List  
PRI: Performance Review Institute  
TAPL: Technically Acceptable Products List  
API: American Petroleum Institute  
CAS: Chemical Abstract Service  
VOC: Volatile Organic Compound  
RPO: Repackaging Organization  
EHC: Environmental Handling Charges  
CEPA: Canadian Environment Protection Act  
NPRI: National Pollutant Release Inventory  
ARET: Accelerated Reduction/Elimination of Toxic  
CPI: Consumer Price Index  
CFTO: Canadian Forces Technical Order  
CFSS: Canadian Forces Supply System  
AQAP 2120: NATO Quality Assurance Requirement For Production  
QPRN: Qualification product reference number  
WHMIS: Workplace Hazardous Materials Information System

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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 *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.

The 2006 Standard Instructions is amended as follows:

Subsection 5.4 – Submission of Offers, is amended as follows:

Delete: sixty (60) days  
Insert: one hundred twenty (120) days.

Section 5 - Submission of offers, is amended as follows:

- Subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
- Subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
- Subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"

Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."

Section 7, entitled Delayed offers, is amended as follows:

- Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"

Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section: "Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO. The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.

- 
- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
- i. receipt of garbled or incomplete offer;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of an offer; or
  - vii. security of offer data.
- c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.
2. ePost Connect
- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- b. To submit an offer using epost Connect service, the Offeror must either:
- i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The RFSO number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- i. receipt of a garbled or incomplete offer;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of the offer;
  - vii. security of offer data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers."



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## **2.2. SACC Manual Clauses**

The following terms and conditions are incorporated herein

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
M1004T	Condition of Material - Offer	2016-01-28

## **2.3. 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.

## **2.4. 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 questions or may request that Offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

## **2.5. 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**

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

If the Offeror chooses to submit its offer in hard copies, Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (two (2) hard copies)  
Section II: Financial Offer (one (1) hard copy)  
Section III: Certifications (one (1) hard copy)

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

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

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

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

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. The Offeror must consider the following elements in its technical offer.

The following technical information must be submitted with the offer, or promptly after a request from the Standing Offer Authority. Failure to provide the technical information within the requested time frame will render the offer non-responsive.

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## 1. Product Information

Brand name, and where applicable, the qualification product reference number (QPRN) of the product offered are to be stated in Annex A of the offer. The Offeror must include all required reference numbers, letters, Certificates of Analysis (CoA), and Safety Data Sheets (SDS) pertaining to each product offered as specified in Annex A.

### 1.1 Where a Qualified Products List (QPL) is specified for an item at Annex A:

- a. Qualification product reference number (QPRN) must be stated if the product offered is listed on the published QPL, otherwise a letter from the appropriate qualifying authority for the applicable specification is required; and,
- b. Products offered must be qualified by the appropriate qualifying authority for the applicable specification at the time of solicitation closing date, or,

### 1.2 Where tests are specified for an item at Annex A:

- a. A Certificate of Analysis from a recognized laboratory is required; and,
- b. The Certificate of Analysis results must demonstrate qualification to all requirements of the applicable specifications; and,
- c. The Certificate of Analysis must indicate the requirement/property, test method used, and results obtained with units; and,
- d. The Certificate of Analysis must be signed, dated, and must indicate the date of manufacture and batch number of the product tested; and,
- e. The product tested must be of the same batch as the product offered initially; and,
- f. The Certificate of Analysis must not be expired. A Certificate of Analysis is considered to have expired when the product (batch) reaches the date of first re-test (according to the minimum re-test frequency set out for each item and referred to as "Re-test (months)" at Annex "A") after the date of manufacture.

### 1.3 Where a Technically Acceptable Products List (TAPL) is specified for an item at Annex A:

- a. Offerors are required to provide a TAPL letter showing that the product is approved to the current issue of the applicable Department of National Defence Specification. Only products with this approval will be considered; and,
- b. Products offered must be qualified by the appropriate qualifying authority for the applicable specification at the time of solicitation closing date.

## 2. Safety Data Sheet (SDS)

The most current SDS is required for assessment purposes; it must disclose the chemical ingredient information along with its Chemical Abstract Service (CAS) number, percent composition (the Offeror may provide confidential information in a separate document). If no CAS number is disclosed, the Offeror must provide a statement that the product is not WHMIS controlled and does not contain hazardous ingredients.

**Note:** Proprietary information will be treated with confidentiality.

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### **3. Optional products and Different Container size Offers**

#### **3.1 Optional products**

Offerors may offer multiple optional products for the same item number with one price applicable for all products offered under that item. All optional products offered will be evaluated against the same criteria. If all optional products are technically compliant, the Offeror will be allowed to supply any of the qualified optional products under that item number. The optional products qualified under a same item number must be of the same Environmental, Health and Safety assessment class in order for a supplier to be allowed to supply them under the same item number.

If an optional product is not compliant, it will be removed from the Offeror's list and only the remaining technically compliant products will be considered for further evaluation.

#### **3.2. Different Container size Offer**

In the event that the Offeror wishes to offer the same product in a different container size (i.e. different NSN but the same product specifications, grade, type and class), the Offeror must provide the size, unit of issue, and a detailed justification. In this case, the Offeror is not required to provide technical data, literature, specifications, and drawings, since the product is the same and only the container size changes.

The Standing Offer will identify, if accepted, the new NSN corresponding to the container size offered. Only the NSN listed in the Standing Offer will be allowed to be supplied.

#### **3.3 Recycled and Re-refined Oils**

Offerors may offer products manufactured with recycled or re-refined oil bases, so long as the product is qualified by the agency responsible for qualifying the applicable specification identified for the product.

### **4. Repackaging**

Requirements for repackaged lubricants:

The Offeror is required to declare for each item whether he is the original manufacturer. Where an Offeror is not the original manufacturer of the lubricant, the Offeror must state whether the lubricant will be repackaged by any party other than the original manufacturer. In order for repackaged items by other than the original manufacturer to be acceptable, it is mandatory for the Offerors to:

- a) Demonstrate accreditation of the repackaging organization (RPO) to a recognized quality scheme such as ISO 9000 or its derivatives, or comply with the requirements of AQAP 2120;
- b) Submit a copy of their quality management plan for the repackaging of each item to be repackaged.

The quality management plan must include as a minimum:

- location where the repackaging is to take place;
- how the process is to be achieved;
- details of how contamination from previous products will be avoided;
- how the RPO will maintain batch control, given that mixing of different batches is not permitted;
- and,
- how the RPO will demonstrate that no degradation of product quality has occurred.

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## Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex "A" Requirement and Annex "B" Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### 1. Unit Price

The firm unit price must be in Canadian dollars DDP destination Incoterms 2000 and must not exceed 2 decimals. Offerors must submit a price per unit for the items in Annex "A" for each region of delivery.

#### 1.1 Basic Unit price

Offerors must submit a Basic unit price per unit of issue for the items in Annex A within a region they wish to compete for. The regions are defined in Part 1.

The items awarded to the same Offeror in different regions will be consolidated into one Standing Offer.

#### 1.2 Unit price with discount

The offeror may offer a unit price with discount according to the quantity volumes per call-up. Only Basic unit prices and Unit prices with discount (in accordance with the volume range) must be indicated in Annex A.

**Note:** If no discount is offered, Offerors must confirm for the items they wish to supply, that the basic unit price offered is valid for any volume range of quantity ordered.

### 2. SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
C3010T	Exchange Rate Fluctuation Risk Mitigation	2014-11-27

### 3. Electronic Payment of Invoices - Offer

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

If Annex "E" 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.

## Section III: CERTIFICATIONS

Offerors must submit the certifications required under Part 5.

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

- a) Technical compliance in accordance with Annex A;
- b) Submission of the all mandatory information requested as part of the Technical offer.

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

##### **4.1.1.2 Environment, Health and Safety assessment**

Based on the product's MDS chemical ingredients information (CAS number), the chemical ingredients contained in the product will be identified by verifying the CAS number of the chemical against lists of controlled products. The substances contained in any products are classified in the following categories:

- a) Category A: targeted chemical(s) subject to the National Pollutant Release Inventory (NPRI);
- b) Category B: substances added in Schedule I, Toxic Substance list under the CEPA (Canadian Environment Protection Act).
- c) Category C: Substance(s) regulated under Canadian Environment Protection Act (CEPA).

The offered products will be sorted in order of preference according the substances identified in the product:

Offered Product of class 1: a product that doesn't contain any of the substances of the above categories;

Offered Product of class 2: a product containing substances of category A;

Offered Product of class 3: a product containing substances of category B;

Offered Product of class 4: a product containing substances of category C;

#### **4.1.2 Financial Evaluation**

The following Mandatory factors will be taken into consideration in the evaluation of each offer:

- Compliance with the Basis of Payment as per Annex "B".

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#### **4.1.3 Evaluated Unit price**

The Basic Unit price and the Unit Price with discount as indicated in Annex "A" will be weighted and combined to give the evaluated unit price.

##### **Example with item 10:**

For item 10, an offeror may offer a basic unit price of \$18 if the quantity ordered is less than 20 containers and a unit price with discount of \$16 if the quantity ordered is 20 containers or more. By using the weighing factors indicated in Annex A for item 10, the evaluated unit price is:

$$\$18 \times 0.5 + \$16 \times 0.5 = \$17.$$

#### **4.2. Basis of Selection**

**4.2.1.** To be declared responsive, an offer must:

- a) comply with all the requirements of the Request for Standing Offers; and
- b) meet all mandatory technical and financial evaluation criteria.

Offers not meeting (a) or (b) will be declared non-responsive.

**4.2.2** The selection will be based on the substances contained in the offered products or offered optional products and the evaluated unit price.

The responsive offered product of class 1 with the lowest evaluated unit price, on an item by item basis, will be recommended for issuance of the Standing Offer. If no offered product of class 1 were submitted for an item, the offered products of class 2 will be considered. If no offered product of class 2 were submitted for an item, the offered products of class 3, will be considered. The offered product of class 4 will only be considered if no other better products were offered.

More than one Standing Offer may be issued as a result of this solicitation.

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## **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. 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](#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.



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### 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 - 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.

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## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **7A. STANDING OFFER**

#### **7A.1. Offer**

The Offeror offers to fulfill the requirement in accordance with the Requirements at Annex "A" to locations indicated at Annex "D" Delivery and Accounting Addresses List.

#### **7A.2. Security Requirement**

There is no security requirement applicable to this 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* (<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.

2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services, subsection 06 Withdrawal is amended as follows:

Delete: thirty (30) days  
Insert: sixty (60) days

##### **7A.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still 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:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

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

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#### **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 July 1, 2018 to June 30, 2019 inclusive.

##### **7A.4.2 Extension of the 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-year period, from July 1, 2019 to June 30, 2020 under the same conditions and at the rates of prices 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 90 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

##### **7A.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

#### **7A.5. Authorities**

##### **7A.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Pam Munz  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: LEFTD  
Address: 11 Laurier Street  
Gatineau, Quebec, K1A 0S5  
Telephone: 819-420-6322  
E-mail address: [pam.munz@tpsgc-pwgsc.gc.ca](mailto:pam.munz@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 Technical Authority**

The Technical Authority for the Standing Offer is:

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

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The Project 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 resulting from a call-up made pursuant to the Standing Offer. Technical matters may be discussed with the Project Authority, however the Project 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.

### 7A.5.3 Offeror Representative

The names, titles and telephone numbers of the Offeror's permanent staff members cleared to receive call-ups from Identified Users:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Name and telephone number of the person responsible for:

### General Enquiries

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### Delivery Follow-up

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 7A.6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer are designated personnel from all bases and units of the Department of National Defence across Canada.

### 7A.7. Call-up Procedures

The call-up will be issued, by the Identified User, to the qualified Standing Offer holder.

### 7A.8 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)

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- 
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

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.

#### **7A.9. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

#### **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 documents that subsequently appear 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) - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2016-04-04) - General Conditions - Goods (Medium Complexity);
- e) Annex "A" - Requirements;
- f) Annex "B" - Basis of Payment;
- g) Annex "D" - Delivery and Accounting Addresses List, and;
- h) The Offerors' offer, dated \_\_\_\_\_ (*insert date of offer*).

#### **7A.11. Certifications**

##### **7A.11.1 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.11.2 Federal Contractors Program for Employment Equity - Setting aside**

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

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#### **7A.12. Qualified Products**

The materiel identified in the Canadian or the U.S. Qualified Products List identified by a Qualification Reference Number in Annex A of the offer must be supplied. The supplied materiel must comply with all conditions set forth in the Qualifications Certificate or in the Letter of Recognition that was granted for this materiel.

#### **7A.13. Testing Facility - Validation**

The purpose of test facility validation is to validate the capability of each testing facility used by the Contractor. Test facility validation of a given test facility is not required if the given test facility meets one of the following criteria:

- a) a laboratory accredited by the Standard Council of Canada (SCC) or other national (or international) laboratory accrediting body to conduct the tests identified in the product specification(s); or
- b) a laboratory registered to ISO 9001:2015, that has implemented a calibration system to ISO/IEC 17025:2005, and participates regularly in an accredited proficiency testing program for the contracted product(s).

The Contractor must carry out test validation for each test facility to be used by the Contractor using sample from the initial batch of each of the products that are to be supplied to DND as a result of a call up against the Standing Offer.

The Contractor must collect a sample, split the sample into two equal portions, and have one portion tested by the test facility and the other portion tested by a laboratory meeting one of the following criteria:

- a) a laboratory accredited by the Standard Council of Canada (SCC) or other national (or international) laboratory accrediting body to conduct the tests identified in the product specification(s); or
- b) a laboratory registered to ISO 9001:2015, that has implemented a calibration system to ISO/IEC 17025:2005, and participates regularly in an accredited proficiency testing program for the contracted product(s).

Each portion of the sample must be tested to all requirements detailed in the product specification(s), except tests identified by the specification(s) as qualification tests only, and results reported to the Contractor.

The Contractor must, on receipt of the test report for each portion of a given sample, compare the results obtained by the laboratory with those obtained by the test facility and provide a copy to the DND Project Authority as well as the DND Quality Assurance Authority. Any deviation, in excess of the reproducibility of the test methods involved, between results obtained must be investigated, the cause must be determined, and any corrective action of the test facility must be taken. Documented evidence of the Contractor's review, as well as of any investigation and corrective action must be maintained by the Contractor and made available to DND upon request.

The Contractor must repeat test facility validation at least once on an annual basis for each testing facility used. A copy of the annual test validation results must be provided to the DND Project Authority and the DND Quality Assurance Authority.

#### **7A.14. Procedures for request for waiver**

The Request for Waiver as detailed in the National Defence Standard D-02-006-008/SG-001 (using DND form 675) must apply to the Standing Offer (SO).



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#### **7A.15. 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

#### **7A.16. Repackaging**

At time of first call-up, for each product, before product release, a sample of the product from the original container and samples of the repackaged product must be submitted to an agreed test laboratory for recertification testing at the Offeror's expense, for testing as agreed with DND. Samples to be recertified are as follows:

- 1st container of the repackaged product from the filling line to be submitted under the Standing Offer call-up;
- Last container of the repackaged product from the filling line to be submitted under the Standing Offer call-up;
- A further container from midway through the repackaging process.

The RPO (Repackaging Organization) must be cognizant of the fact that they are responsible for the quality of the product once repackaged, and that repackaged product must retain all original product characteristics to be acceptable.

The package specification and product labeling must be in accordance with the Standing Offer.

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## **7B. 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 15 - 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 SACC Manual Clauses**

The following terms and conditions are incorporated herein:

A9006C	Defence Contract	2012-07-16
B4019C	US Military Specifications and Standards	2015-02-25
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating- Canadian-based Contractors	2017-08-17

### **7B.3. Term of Contract**

#### **7B.3.1 Delivery Date**

Delivery must be made within thirty-five (35) calendar days from receipt of a call-up against the Standing Offer, or a mutually agreed upon time frame. The DND QAR must be notified at least seven (7) days prior to the expected delivery date.

### **7B.4. Payment**

#### **7B.4.1 Basis of Payment**

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

#### **7B.4.2 SACC Manual Clauses**

##### **SPECIFIC CLAUSES INCORPORATED BY REFERENCE**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
H1001C	Multiple Payments	2008-05-12
C2000C	Taxes - Foreign Suppliers	2007-11-30

#### **7B.4.3 Exchange Rate Fluctuation Adjustment**

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

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2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula:  
Exchange rate adjustment =  $FCC \times Qty \times (i_1 - i_0) / i_0$   
where formula variables correspond to:

**FCC**

Foreign currency component (per unit)

**Qty**



quantity of units

**$i_0$**

Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]).  
The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date.  
The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

**$i_1$**

Exchange rate for adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

- a. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.
  - b. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.
  - c. The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
4. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.
5. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (that is  $[i_1 - i_0] / i_0$ ).
6. Canada reserves the right to audit any revision to costs and prices under this clause.

#### **7B.4.4 Payment in Advance of Due Date**

Payment may be made in advance of the due date where the Offerors' invoice offers a discount for early payment and the discount at least offsets the cost to Canada of paying early. Cash discounts for early payment will not be considered in the evaluation of offers.

#### **7B.4.5 Electronic Payment of Invoices – Call-up**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);

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

## **7B.5. Invoicing Instructions**

**7B.5.1** 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.

**7B.5.2** Each invoice must be supported by a copy of the release document and any other documents as specified in the call-up against the Standing Offer;

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the appropriate consignee for certification and payment.
- (b) One copy must be forwarded to:

National Defence Headquarters  
MGen George R. Pearkes Bldg  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
Attention: \_\_\_\_\_

## **7B.6. SACC - Manual Clauses**

The following terms and conditions are incorporated herein:

B7500C	Excess Goods	2006-06-16
D0018C	Delivery and Unloading	2007-11-30
D2025C	Wood Packaging Materials	2017-08-17
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods/Hazardous Products - Labelling and Packaging Compliance	2014-09-25
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2017-08-17
D5515C	Quality Assurance Authority (DND)- Foreign-based and U S -based Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Documents (DND) - Foreign - based Contractor	2008-12-12
D5605C	Release Documents (DND) - United States - based Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2017-11-28
D6010C	Palletization	2007-11-30
G1005C	Insurance	2016-01-28

## **7B.7. Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

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#### **7B.8. Labeling and Marking**

The contractor must ensure that the manufacture's name, the specifications, batch number and date of manufacture appear on the product container. An adhesive label of highest commercial standard must be affixed to the packing of the container.

Over-labelling of containers is not permitted.

As a minimum, labels must contain the following information:

- a) NATO Stock Number (NSN);
- b) NATO Code Number if applicable;
- c) Product Description AND Specification;
- d) Fill Date OR Date of Manufacture;
- e) Original Manufacturer's Name with Batch Number (a numeric or alphanumeric trace the container to a Manufacturer's specific batch) (contractor's name optional);
- f) Weight OR Volume of Contents;
- g) Re-inspect Date (month and year required), and
- h) NATO code expiry date (72 months following Date of manufacture) where NATO Code number applicable.

Where these marking requirements cannot be fully met, the missing information must be provided by the Offeror on self-adhesive labels accompanying the product. These labels must be affixed, in a fashion as to ensure that no existing information is hidden or over labeled, by the user to the individual containers immediately upon removing individual containers from the outer packaging.

#### **7B.9. Conditions of Material**

The contractor must ensure that the time elapsed between the date of product manufacture and the date of the delivery to the Department of National Defense is not more than 25 percent of the time indicated for re-test of item(s) as listed in Annex A.

#### **7B.10. Re-inspect Date**

Minimum quality Surveillance of Petroleum Products is established by NATO and set out in NATO STANAG 4714. The product information label must include a Re-Inspect Date taking into account the minimum retest frequency.

#### **7B.11. Military Aviation Replacement Parts - Maintenance of Records**

The Contractor must retain, maintain and keep available for review, for three (3) years following delivery of the last item under the contract, records of the manufacturer sufficient to constitute proof of origin. Such records include the following:

- (a) sufficient information to identify the item by type, class, style, grade (including lot or batch number), cast number, the source of the part, and the date and place of manufacture, as appropriate;
- (b) the name and description (or other positive identification) of, and the application issue of, the specification, drawing, process and inspection requirements, as appropriate;
- (c) records of all inspections and tests carried out, including those carried out on behalf of either the manufacturer or the Contractor;

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- (d) copies of any Certificate of Conformance or Certificate of Compliance issued by the manufacturer;
  - (e) and any other relevant technical data.

#### **7B.12. Preparation for Delivery**

Preparation for delivery must be in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-036/SF-000.

The Contractor must prepare all item number(s) for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) 1 to 5 in quantities of 4 per package.

The Contractor must package item number(s) 6-15 in quantities of 24 per package.

#### **7B.13. Release Documents**

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: To: \_\_\_\_\_

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

Attention: QETE 3-3

- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) For all non-Canadian contractors, Copy 8 to:  
DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

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In addition, the Contractor must prepare:

- a. A Certificate of Analysis (CoA) as described in Part 3 and traceable to batch numbers, and send a copy to the DND Project Authority for each batch of product by email to [AvPOLCBA@forces.gc.ca](mailto:AvPOLCBA@forces.gc.ca) in PDF format or by fax at 819-997-4096,
- b. A summary document listing, at a minimum:
  - (1) Standing Offer number,
  - (2) Call-up number (traceable to batch numbers), and
  - (3) Date of delivery.

and send it to the DND Quality Assurance Authority responsible for the contract (as per SACC D5510C).

#### **7B.14. Shipping Instructions - Delivery at Destination**

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

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**LIST OF ANNEXES:**

**Annex A: Requirement**

**Annex B: Basis of Payment**

**Annex C: Consumption Report**

**Annex D: Delivery and Accounting Addresses List**

**Annex E: Electronic Payment Instruments**



Annex A  
Requirement

ITEM #	Category	Product Specification	Qualified Product List	Product offered Brand Name	Retest Period (months)	NSN	NATO Code	Size	Unit of Issue	Estimated Quantity - for Period 2018-2020	Regions	Volume range (U)	Unit Price (\$)	Weighting factor	Evaluated price (\$)	QPRN
1	Grease	MIL-G-21164D	note a		24	9150-00-223-4004	G-353	6.5 lb	CN	200	A	Less than 60		0.5		
2	Grease	MIL-G-21164D	note a		24	9150-00-223-4004	G-353	6.5 lb	CN		B	60 or more		0.5		
3	Grease	MIL-G-21164D	note a		24	9150-00-223-4004	G-353	6.5 lb	CN		C	60 or more		0.5		
4	Grease	MIL-G-21164D	note a		24	9150-00-223-4004	G-353	6.5 lb	CN		D	60 or more		0.5		
5	Grease	MIL-G-21164D	note a		24	9150-00-223-4004	G-353	6.5 lb	CN		E	60 or more		0.5		
6	Lubricating Oil	MIL-PRF-23699G Class STD & SAE AS-5780 Class SPC	note c, d		36	9150-01-476-1074	O-166	1.0 qt	QT	1500	A	Less than 500		0.5		
7	Lubricating Oil	MIL-PRF-23699G Class STD & SAE AS-5780 Class SPC	note c, d		36	9150-01-476-1074	O-166	1.0 qt	QT		B	500 or more		0.5		
8	Lubricating Oil	MIL-PRF-23699G Class STD & SAE AS-5780 Class SPC	note c, d		36	9150-01-476-1074	O-166	1.0 qt	QT		C	Less than 500		0.5		
9	Lubricating Oil	MIL-PRF-23699G Class STD & SAE AS-5780 Class SPC	note c, d		36	9150-01-476-1074	O-166	1.0 qt	QT		D	500 or more		0.5		
10	Lubricating Oil	MIL-PRF-23699G Class STD & SAE AS-5780 Class SPC	note c, d		36	9150-01-476-1074	O-166	1.0 qt	QT		E	Less than 500		0.5		
11	Lubricating Oil	MIL-PRF-7808L Grade 4	note c, d		36	9150-01-336-7868	O-163	1.0 L	CO	2500	A	Less than 100		0.5		
12	Lubricating Oil	MIL-PRF-7808L Grade 4	note c, d		36	9150-01-336-7868	O-163	1.0 L	CO		B	100 or more		0.5		
13	Lubricating Oil	MIL-PRF-7808L Grade 4	note c, d		36	9150-01-336-7868	O-163	1.0 L	CO		C	Less than 100		0.5		
14	Lubricating Oil	MIL-PRF-7808L Grade 4	note c, d		36	9150-01-336-7868	O-163	1.0 L	CO		D	100 or more		0.5		
15	Lubricating Oil	MIL-PRF-7808L Grade 4	note c, d		36	9150-01-336-7868	O-163	1.0 L	CO		E	Less than 100		0.5		

LEGEND:

Region A: The Atlantic region includes the provinces of Nova Scotia, PEI, New Brunswick and Newfoundland & Labrador;  
 Region B: The Quebec Region  
 Region C: The Ontario Region  
 Region D: The Western Region includes Manitoba, Saskatchewan, Alberta and British Columbia  
 Region E: The Northern Region includes Yukon Territory, Northwest Territories, and Nunavut

Note: Call ups for items 1-5 will be by the case (4 per case)  
 Call ups for items 6-15 will be by the case (24 per case)

LEGENDE:

Région A: La région de l'Atlantique comprend la Nouvelle Écosse, le Nouveau Brunswick, l'Île du Prince Édouard, Terre Neuve et Labrador  
 Région B: La région de Québec  
 Région C: La région de l'Ontario  
 Région D: La région de l'Ouest comprend le Manitoba, Saskatchewan, Alberta et Colombie-Britannique  
 Région E: La région du Nord comprend le Yukon et dans les Territoires du Nord-Ouest et Nunavut.

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## **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, delivery, and Excise Taxes are included and Goods and Services Tax of Harmonized Sales Tax is extra, if applicable.

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

For billing purposes, the firm unit price will be the basic unit price or the discounted unit price based on the quantity ordered in the call-up.

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. Firm Unit Price Change**

#### **1.1 Unit Price per Supply Period**

The period of the Standing Offer is divided into two Supply Periods. The first Supply Period is from July 1, 2018 to June 30, 2019. The second, optional Supply Period is from July 1, 2019 to June 30, 2020. The price will remain unchanged for the duration of each Supply Period.

#### **1.2 Unit Price Adjustment**

The unit price during the first Supply Period, from July 1, 2018 to June 30, 2019, will be the price offered at the issuance of the Standing Offer. For the second Supply Period, from July 1, 2019 to June 30, 2020, 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).

#### **1.3 Unit Price Adjustment Calculation**

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

Price for Supply Period 2 = (Price during Supply period 1) x (C/D)

Where

C = sum of the indices from Table 5 of the aforementioned CPI for the 12 months ending three (3) months preceding July 1, 2019 (e.g. April 2018 to March 2019).

D = sum of the indices from Table 5 of the aforementioned CPI for the 12 months ending fifteen (15) months preceding July 1, 2019 (e.g. April 2017 to March 2018).

#### **1.4 Negative Adjustment**

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

#### **1.5 Effective Date of the 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

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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.

## **1.6 Discontinuation of Adjustment Indices**

If any of the official Government Economic Price Adjustment Indices set out in the Contract are discontinued, the parties should immediately thereafter agree to establish replacement Indices or formulate adjustments consistent with those set forth In the Standing Offer.

The following terms and conditions are incorporated herein:

C2611C Customs Duties- Contractor Importer 2007-11-30

## **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 in Annex A. Credit in full must be given for each drum returned in good condition, freight prepaid to contractor.

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

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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<b>ANNEX D / ANNEXE D</b> <b>LIST OF DELIVERY &amp; INVOICES ADDRESSES /</b> <b>LISTE DES ADRESSES DE LIVRAISON ET DE FACTURATION</b>		
<b>Supply account/no. de compte</b>	<b>Shipping address/Adresse de livraison</b>	<b>Invoice address/adresse de facturation</b>
2A-W0133	Wing Commander 19 wing Comox Comox BC V0R 2K0	Wing Commander 19 wing Comox Comox BC V0R 2K0
2B-W0103	Base Commander Canadian Forces Base Esquimalt Bldg 66 Colwood Victoria BC V0S 1B0	Base Commander Canadian Forces Base Esquimalt Victoria BC V0S 1B0
2E-W0122	Commanding Officer Area Support Unit Chilliwack Bldg 1082 Vedder Crossing BC V0X 2E0	Commanding Officer Area Support Unit Chilliwack MPO 612 Chilliwack BC V0X 2E0
1A-W2481	Commanding Officer 7 Canadian Forces Supply Depot 195 Avenue – 82 Street Lancaster Park PO Box 10500 Edmonton, AB T5J 4J5	Commanding Officer 7 Canadian Forces Supply Depot Canadian Forces Base Edmonton PO Box 10500 Edmonton, AB T5J 4J5
4H-W0109	Base Commander ASU Calgary 4225, Crowchild, Trail Calgary AB T3E 1T8	Base Commander Canadian Forces Base Calgary Calgary AB T3E 1T8
4C-W0168	Commanding Officer Western Area Training Area Denwood, Alberta T0B 1B0	Commanding Officer Western Area Training Area Denwood, Alberta T0B 1B0
4E-W0127	Commanding Officer DND 1 GS BN SUP BLDG 236, R&I S COY SECTION WE DOOR#6 195 Ave Rhine Rd Edmonton AB T5J 4J5	Commanding Officer Area Support Unit, Edmonton Edmonton AB T5J 4J5
4F-W0134	Wing Commander 4 Wing Base Cold Lake Medley AB T0A 2M0	Wing Commander 4 Wing Base Cold Lake Medley AB T0A 2M0
4X-W0142	Base Commander Canadian Forces Base Suffield Suffield AB T0J 2N0	Base Commander Canadian Forces Base Suffield Ralston AB T0J 2N0
4G-W0121	Wing Commander 15 Wing Forces Base Moose Jaw Bushnell Park SK S0H 0N0	Wing Commander 15 Wing Forces Base Moose Jaw Bushnell Park SK S0H 0N0
4N-W2585	Detachment Commander Dundurn Detachment Camp Dundurn SK S0K 1K0	Detachment Commander Dundurn Detachment Camp Dundurn SK S0K 1K0

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4J-W0118	Base Commander Canadian Forces Base Shilo Shilo MB R0K 2A0	Base Commander Canadian Forces Base Shilo Shilo MB R0K 2A0
4M-W0117	Wing Commander 18 Wing Winnipeg Building P-2 Kennaston and Taylor Ave Winnipeg MB R2R 0T0	Wing Commander 18 Wing Winnipeg Building P-2 Kennaston and Taylor Ave Winnipeg MB R2R 0T0
5A-W0135	Wing Commander 23 Wing North Bay, CMTT Bldg 15 North Bay ON P0H 1P0	Wing Commander 23 Wing North Bay, CMTT Bldg 15 North Bay ON P0H 1P0
5D-W3027	Commanding Officer Garrison Support Unit London Building 30, Highbury Avenue London ON N5Y 4T7	Commanding Officer Garrison Support Unit London Building 30, Highbury Avenue London ON N5Y 4T7
5H-W3699	ASU Detachment North Bay Bldg 45 540 Chippewa St. West North Bay ON P1B 8G6	ASU Northern Ontario PO Box 309 375 Pine St Sault Ste Marie ON P6A 5L8
5C-W3508	LFCATC Meaford RR#1 Bldg M210 Meaford, ON N4L 1W5	LFCATC Meaford RR#1 Bldg M210 Meaford, ON N4L 1W5
5E-W0113	Base Commander Canadian Forces Base Borden Recit Section, Building 0-111 Borden ON L0M 1C0	Base Commander Canadian Forces Base Borden Base Comptroller, Building 0-125 Borden ON L0M 1C0
5F-W3536	Commanding Officer Garrison Support Unit Toronto ATT; Supply Lcol George Taylor Dension V1 Armoury 1 Yukon Lane Toronto ON M3M 3J5	Commanding Officer Garrison Support Unit Toronto ATT; Supply Lcol George Taylor Dension V1 Armoury 1 Yukon Lane Toronto ON M3M 3J5
5G-W0125	Wing Commander 8 Wing Trenton Trenton ON K0K 1B0	Wing Commander 8 Wing Trenton Trenton ON K0K 1B0
5M-W0114	Base Commander Canadian Forces Base Kingston McNaughton Barracks, Bldg C-36 Kingston ON K7L 5L0	Base Commander Canadian Forces Base Kingston Kingston ON K7L 5L0
6P-W0126	Base Commander Canadian Forces Station Leitrim 3545 Leitrim Road Gloucester ON K1A 0K5	Base Commander Canadian Forces Station Leitrim 3545 Leitrim Road Gloucester ON K1A 0K5
6R-W0107	Base Commander Canadian Forces Base Petawawa 6R1 building, H-110 Petawawa ON K8H 2X3	Base Commander Canadian Forces Base Petawawa Petawawa ON K8H 2X3
6N-W0002	Canadian Forces Support Unit Ottawa Building 346 (S) Uplands Site Ottawa ON K1A 0K5	Canadian Forces Support Unit Ottawa Ottawa ON K1A 0K5
1B-W1941	Commanding Officer	Commanding Officer

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	25 Canadian Forces Supply Depot 6363 Notre Dame East Montreal QC H1N 2E9	25 Canadian Forces Supply Depot CP 4000 SUCC K Montreal QC H1N 3R9
6A-W0130	Commandant Base des Forces canadiennes Montréal 6769 rue Notre Dame, Bldg 7 Sud Montréal QC H1N 2E9	Commandant Base des Forces canadiennes Montréal 6769 rue Notre Dame, Bldg 7 Sud Montréal QC H1N 2E9
6C-W3380	Base des Forces canadiennes Montréal Garnison St-Jean Richelain QC J0J 1R0	Base des Forces canadiennes Montréal Garnison St-Jean Richelain QC J0J 1R0
6D-W0106	Commandant Base des Forces canadiennes BAT 188 Valcartier Valcartier QC G0V 1A0	Commandant Base des Forces canadiennes BAT 188 Valcartier Valcartier QC G0V 1A0
6E-W0138	Wing Commander 3 Wing Bagotville Bagotville QC G0V 1A0	Wing Commander 3 Wing Bagotville Bagotville QC G0V 1A0
6X-W1985	202 DA Commandant Section Soutien Logistique Building 10 North 6769 Notre Dame East Montreal QC H1N	202 DA Commandant Gestion financière Building 11 C.P. 4000 Succ. K Montreal QC H1N 3R9
6Y-W3162	Commanding officer 3 Canadian Support Group Canadian Forces Base Montreal Bldg 2 6769 Notre Dame Street East Montreal QC H1N 2E9	Commanding officer 3 Canadian Support Group Canadian Forces Base Montreal Bldg 2 6769 Notre Dame Street East Montreal QC H1N 2E9
7C-W0105	Base Commander Canadian Forces Base Gagetown Bldg. B-10 Gagetown NB E0G 2P0	Base Commander Canadian Forces Base Gagetown Bldg. J-7 Oromocto NB E0G 2P0
7H-W0100	Formation Commander Maritime Forces Formation Atlantic HMC Dockyard Building D-40, Door 1 - 13 Halifax NS B3K 2X0	Formation Commander Maritime Forces Formation Atlantic Halifax NS B3K 2X0
7J-W0101	Wing Commander 12 Wing Shearwater Shearwater NS B0J 3A0	Wing Commander 12 Wing Shearwater Shearwater NS B0J 3A0
7M-W102	Wing Commander 14 Wing Greenwood Greenwood NS B0P 1N0	Wing Commander 14 Wing Greenwood Greenwood NS B0P 1N0
7L-W0213	Wing Commander Canadian Forces Base Gander Gander, Newfoundland A1V 1X1	Wing Commander Canadian Forces Base Gander Gander, Newfoundland A1V 1X1
7N-W0139	Commanding Officer Canadian Forces Station St-John's Bldg #206, Pleasantville St-John's NF A1C 6B5	Commanding Officer Canadian Forces Station St-John's P.O. Box 2028 St-John's NF A1C 6B5
7R-W0123	Wing Commander 5 Wing Goose Bay	Wing Commander 5 Wing Goose Bay

Solicitation No. - N° de l'invitation

W8486-184917/B

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hl662.W8486-184917

Buyer ID - Id de l'acheteur

hl662

CCC No./N° CCC - FMS No/ N° VME

	Goose Bay Labrador NF A0P 1S0 Via CVB Bagotville	Goose Bay Labrador NF A0P 1S0
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Solicitation No. - N° de l'invitation  
W8486-184917/B

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hl662

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### **ANNEX "E" ELECTRONIC PAYMENT INSTRUMENTS**

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)