

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

## Réception des soumissions - TPSGC / Bid Receiving - PWGSC

**1550 Avenue d'Estimauville**  
**1550 D'Estimauville Avenue**

Québec  
Québec

**G1J 0C7**

## Request For a Standing Offer Demande d'offre à commandes

### Regional Individual Standing Offer (RISO)

### Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

TPSGC - PWGSC

601 - 1550 Avenue d'Estimauville

Québec

Québec

G1J 0C7

<b>Title - Sujet</b> RISO - Bulk Oils and Lubricants	
<b>Solicitation No. - N° de l'invitation</b> W0106-18R191/A	<b>Date</b> 2018-11-21
<b>Client Reference No. - N° de référence du client</b> W0106-18R191	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCW-030-17544
<b>File No. - N° de dossier</b> QCW-8-41047 (030)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-01-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>Delivery Required - Livraison exigée</b> Voir doc	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Roy, Alain	<b>Buyer Id - Id de l'acheteur</b> qcw030
<b>Telephone No. - N° de téléphone</b> (418)649-2845 ( )	<b>FAX No. - N° de FAX</b> (418)648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE 5e Bataillon des Services du Canada PHL Édifice 260 Base Valcartier COURCELETTE Québec G0A4Z0 Canada	
<b>Security - Sécurité</b> 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**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
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.....	6
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES .....	9
4.2. BASIS OF SELECTION .....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION .....	10
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>11</b>
<b>A. STANDING OFFER.....</b>	<b>11</b>
6.1 OFFER .....	11
6.2 SECURITY REQUIREMENTS .....	11
6.3 STANDARD CLAUSES AND CONDITIONS .....	11
6.4 TERM OF STANDING OFFER.....	12
6.5 AUTHORITIES .....	12
6.6 IDENTIFIED USERS .....	13
6.7 CALL-UP INSTRUMENT .....	13
6.8 LIMITATION OF CALL-UPS.....	14
6.9 FINANCIAL LIMITATION .....	14
6.11 PRIORITY OF DOCUMENTS .....	14
6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	14
6.12 APPLICABLE LAWS.....	14
6.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	15
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>16</b>
6.1 REQUIREMENT .....	16
6.2 STANDARD CLAUSES AND CONDITIONS .....	16
6.3 TERM OF CONTRACT.....	16
6.4 PAYMENT .....	16
6.5 INVOICING INSTRUCTIONS .....	16
6.6 INSURANCE .....	17
6.7 SACC MANUAL CLAUSES .....	17
<b>ANNEX « A » .....</b>	<b>18</b>
REQUIREMENT .....	18
<b>ANNEX « B » .....</b>	<b>20</b>
BASIS OF PAYMENT.....	20

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offerors 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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment and Product List.

### **1.2 Summary**

- 1.2.1** The Department of National Defence (DND) requires the services of a contractor, an as-ordered basis, the provision of various bulk petroleum products, including motor oil and transmission oil, to maintain DND's fleet of commercial and military vehicles, Valcartier Support Base, Quebec, according with specifications described at Annex A – Requirement and Annex B – Price List.

This requirement is for the Department of National Defence (DND), Petroleum, oils and lubricants (POL) section, of 5 Canadian Service Battalion, Valcartier Support Base, Quebec

A standing offer will be issued for an estimate value of \$400 000.00, excluding taxes, for a two-year firm period.

Standing Offer Period: The standing offer will be in effect from February 1<sup>st</sup> 2019 to January 31, 2021, with the possibility of one (1) optional period of one (1) 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).

**1.2.3** This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **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.

### **1.4 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

<https://www.canada.ca/en/public-services-procurement/news/2018/07/government-of-canada-awards-contract-for-electronic-procurement-solution.html>

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2018-05-22) 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 Offer (RFSO) by:

2.2.1 Fax transmission number: 418-648-2209

2.2.2 By mail at the following address:

Bid Receiving Unit  
Public Works and  
Government Services Canada (PWGSC)  
1550 D'Estimauville Avenue  
Quebec City, Quebec, Canada, G1J 0C7

2.2.3 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))  
The email address of PWGSC Quebec region Bid Receiving Unit is:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE. REFER TO THE 2003 STANDARD INSTRUCTIONS (2018-05-22).**

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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

Solicitation No. - N° de l'invitation  
W0106-18R191/A  
Client Ref. No. - N° de réf. du client  
W0106-18R191

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCW-8-41047

Buyer ID - Id de l'acheteur  
QCW030  
CCC No./N° CCC - FMS No./N° VME

---

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 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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. 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:

- Canada requests that Offerors provide their offer in separately bound sections 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 the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer one (1) hard copy;

Section II: Financial Offer one (1) hard copy;

Section III: Certifications (1) hard copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

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

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

## **Section I: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The Offeror must include with its offer, the data sheets of the products offered.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. Prices must be submitted "delivery at destination, Valcartier Garrison", including transportation costs, unloading charges, royalty applicable environmental royalty, barrel price (DR) for items with unit of issue (UOI) "DR (drum)". The total amount of Applicable Taxes must be shown separately.

### **3.1.1 Exchange Rate Fluctuation**

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

## **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

The Offeror must provide the following information in its technical proposal;

Data sheets: The offeror must include with its proposal the datasheets of the products offered. The Offeror must clearly demonstrate how the proposed equipment complies to all technical specifications and products descriptions detailed at Annex B - Price List. Offers that do not meet this requirement will be considered non-responsive.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price**

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

Offerors must fill out Annex B – Price List. Offerors must provide a price for each item and for each period of the Annex B – Price List.

##### **4.1.2.2 Evaluation of Bids**

For Evaluation Purposes only, the price of the offer will be established as follows:

For all firm unit price referred in Annex B – Price List: firm unit price will be multiplied by approximate quantities. The totals for each year will then be added together to yield a total evaluation amount for all periods combined.

#### **4.1.3 Firm Price and/or Rates**

*SACC Manual* Clause, M0019T (2007-05-25). Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer. FOB Destination, all costs of transportation, delivery and unloading included. Customs duties are included and applicable taxes are extra.

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

*SACC Manual* Clause, M0069T (2007-05-25), Basis of Selection

An offer must comply with all the requirements of the Request for Standing Offers and Mandatory Technical Criteria (4.1.1.1) 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 [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 with its offer the required documentation, as applicable), 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 [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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

---

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

#### 6.3 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.

##### 6.3.1 General Conditions

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

##### 6.3.2 Periodic Usage Reports - Standing Offer

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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide these data in accordance with the requirements of reporting, among other things, provide the quantity for each product sold and the total of all items for the period of the report. The document entitled "Periodic Report" which data Appendix "B", Basis of Payment you will be sent in the issuance of the standing offer, to file your reports. 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" as follow:

- One (1) copy of the data to the Standing Offer Authority at PWGSC, to the following email address: [TPSGC.gestiondecontrats-quecontractmanagement.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.gestiondecontrats-quecontractmanagement.PWGSC@tpsgc-pwgsc.gc.ca)
- One (1) copy of the data to the project authority of section PHL of DND, to the following email address: [phl-pol.valcartier@forces.gc.ca](mailto:phl-pol.valcartier@forces.gc.ca)

The quarterly reporting periods are defined as follows:

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

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

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from February 1<sup>st</sup>, 2019 to January 31, 2021 inclusively.

### **6.4.2 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-year period, from February 2021 to January 31, 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.

### **6.4.3 Delivery Points**

Shipments will be made to the Department of National Defence (DND), Valcartier Support Base, Courcellette, Quebec G0A 4Z0.

Buildings where deliveries are to be made are shown in Annex B under the price table.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Alain Roy  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Address: 1550 D'Estimauville, Quebec City, QC G1J 0C7  
Telephone: 418-649-2845  
Facsimile: 418-648-2209  
E-mail address: [Alain.Roy.Que@tpsgc-pwgsc.gc.ca](mailto:Alain.Roy.Que@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.

### 6.5.2 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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 6.5.3 Offeror's Representative (*To be completed at the time of issuing the SO*)

The Offeror's Representative is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are the DND Designated Officials who are posted at the POL Section, Building 260, 5th Canadian Service Battalion Valcartier Support Base.

### 6.7 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 2 or 3 below.

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)

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.

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

## 6.9 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 excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) 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.

## 6.11 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 (2018-06-21), General Conditions - Goods (Medium Complexity);
- e) Annex «A», Requirement;
- f) Annex «B», List of Products and Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*Insert date of bid*).

## 6.11 Certifications and Additional Information

### 6.11.1 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.

## 6.12 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 Quebec.

Solicitation No. - N° de l'invitation  
W0106-18R191/A  
Client Ref. No. - N° de réf. du client  
W0106-18R191

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCW-8-41047

Buyer ID - Id de l'acheteur  
QCW030  
CCC No./N° CCC - FMS No./N° VME

---

### **6.13 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory. Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support. If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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.

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2010A (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

The delivery must be completed in accordance with the call-up against the Standing Offer. If the product is available, it shall be delivered within seven (7) business days of receiving a request or order. The supplier must be able to supply urgent orders, on occasion, within 48 hours, ie, two (2) working days.

### **6.4 Payment**

#### **6.4.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B – Price List. FOB Destination, all costs of transportation, delivery and unloading included. Customs duties are included and applicable taxes are extra

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

#### **6.4.2 Multiple Payments**

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

### **6.5 Invoicing Instructions**

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.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the following address for certification and payment.

Department of National Defence  
5th Canadian Service Battalion  
POL Section, Building 260  
Valcartier Support Base  
Courcellette, QC, G0A 4Z0



## 6.6 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance

## 6.7 SACC *Manual* Clauses

[A9006C](#) (2012-07-16), Defence Contract  
[B1505C](#) (2016-01-28), Shipment of Dangerous Goods/Hazardous Products  
[B7500C](#) (2006-06-16), Excess Goods  
[D0018C](#) (2007-11-30), Delivery and Unloading  
[D3010C](#) (2016-01-28), Delivery of Dangerous Goods/Hazardous Products  
[D3015C](#) (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

## ANNEX « A »

### REQUIREMENT

#### BULK OIL AND LUBRICANTS

DEPARTMENT OF NATIONAL DEFENCE (DND)  
5th CANADIAN SERVICE BATTALION – VALCARTIER SUPPORT BASE

### SUBJECT

1. The purpose of this document is to provide general and specific requirements for the provision of various bulk petroleum products, including motor oil and transmission oil.

### BACKGROUND

2. The petroleum, oils and lubricants (POL) section of 5 Canadian Service Battalion is mandated to supply the various units of Valcartier Garrison with the products required to maintain DND's fleet of commercial and military vehicles.

### DESCRIPTION OF REQUIREMENT

3. Supply the different points of service listed below, as and when required, with the petroleum products described at Annex "B" attached - List of Products and Price List. All in accordance with the requisite military standards and specifications for each requested product.

a)	Building 110:	Transport Coy		h)	Buildings 621 et 622	430 Tac H Sqn
b)	Building 314:	1 R22eR		i)	Building 103:	5 Fd Amb
c)	Building 313:	2 R22eR		j)	Building 310:	12 RBC
d)	Building 366:	3 R22eR		k)	Building 324:	5 Cdn Svc Bn
e)	Building 312:	HQ & Sigs		l)	Building 367:	5 Cdn Svc Bn
f)	Building 323:	5 CER		m)	Building CSEM3	LFQATC
g)	Building 362:	5 RALC				

## GENERAL

### Responsibilities and Delivery Deadlines

4. Call ups against this Standing Offers may be placed with the supplier only by the designated DND representatives on duty at the POL Section at Building 260, 5 Canadian Service Battalion, Valcartier Garrison.
5. The supplier shall inform the designated DND authority as to the product's availability within 24 hours of receiving a request for information or an order.
6. If the product is available, it shall be delivered within seven (7) business days of receiving a request or order. The supplier must be able to supply urgent orders, on occasion, within 48 hours, ie, two (2) working days.
7. Working days are from Monday to Friday, including construction industry holidays, but excluding statutory holidays.
8. Statutory holidays are as follows: New Year's Day, Good Friday, Easter Monday, Victoria Day, St. Jean-Baptiste Day, Canada Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
9. Regular hours are from 7:30 am to 4:00 pm on working days.
10. If requested, the supplier must provide fact sheets and certificates of analysis showing compliance with the specification for each of the products in Annex "B".
11. The supplier must be able to supply all the products requested in Annex "B".

### Order Instructions

12. The quantities supplied shall not exceed those described in the call-up against a standing offer. Partial or incomplete deliveries shall not be accepted without the consent of the DND representative.

Price List – Standing Offer										
Annex « B »										
W0106-18R191			Period : February 1 <sup>st</sup> , 2019 to January 31, 2020			Period : February 1 <sup>st</sup> , 2020 to January 31, 2021			Period : February 1 <sup>st</sup> , 2021 to January 31, 2022 (OPTIONAL YEAR)	
#	Description	Approx. Annual Quantity	Unit Price	Total	UD	Unit Price	Total	UD	Unit Price	Total
1	Lubricating oil, engines, SAE 5W/30, mineral-oil-based, for severe duty gasoline engines or diesel engines, compatible with mineral-oil-based lubricants, meets the requirements of item description MIL-L-46152 NSN 9150-21-898-1462	2000	_____ \$	_____ \$	LT	_____ \$	_____ \$	LT	_____ \$	_____ \$
2	Lubricating oil, SAE 75W90, category API GL5, high pressure, multipurpose, for hypoid gears and manual transmissions and gear boxes, service temperature range: -23oC to 50oC, for all-season use in temperate climates. Meets military specification e.U. MIL-L-2105 (latest edition)	10000	_____ \$	_____ \$	LT	_____ \$	_____ \$	LT	_____ \$	_____ \$
3	Lubricating oil, SAE 80W90, category API GL5, high pressure, multipurpose, hypod gears and manual transmissions and gear boxes, service temperature range: -23oC to 50oC, for all-season use in temperate climates. Meets military specification e.U. MIL-L-2105 (latest edition)	10000	_____ \$	_____ \$	LT	_____ \$	_____ \$	LT	_____ \$	_____ \$
4	Hydraulic fluid, red, for automatic transmissions, has ra General Motors Dexron VI license. Used in automatic transmissions and standard power steering for automobiles, trucks and all-terrain vehicles. Meets specification GMW16444 NSN: 9150-21-883-3326	20000	_____ \$	_____ \$	LT	_____ \$	_____ \$	LT	_____ \$	_____ \$

Solicitation No. - N° de l'invitation  
W0106-18R191/A  
Client Ref. No. - N° de réf. du client  
W0106-18R191

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCW-8-41047

Buyer ID - Id de l'acheteur  
QCW030  
CCC No./N° CCC - FMS No./N° VME

5	Lubricating motor oil, SAE 15W40, API CJ-4/SM, mineral-oil-based, for diesel engines using low-sulphur/low pollution emissions fuel, compatible with mineral-oil-based lubricants. MIL-L-2104E CJ4, diesel engines after 2009 NSN 9150-21-883-2946	25000	\$		LT	\$		LT	\$		LT
6	SOGHU	67000	\$		LT	\$		LT	\$		LT

All the prices indicated in the table of annex B are FOB Destination, all freight, delivery and offloading charges included, GST / PST excluded.

The prices indicated in the Standing Offer are subject to increase or decrease to allow for:

- a) changes resulting from the readjustment of petroleum products prices arising directly from an increase or decrease in the prices imposed by the petroleum producer. A copy of the notice from the Offeror regarding any price increase or decrease by the petroleum producer must be forwarded to the person in charge of the Standing Offer; and
- b) the introduction of any new, or changes to, fees, rates or charges of any kind, applicable to any authorized petroleum product, ordered or agreed to by Canada or any provincial government, or by any government regulatory body.

The Standing Offer will be revised to reflect current prices, with increases or decreases, as of the delivery date. The contractor must not invoice at prices other than those specified in the Standing Offer.

**DND Points of service, Valcartier Support Base:**

- a) Building 110 : Cie de Transport (5 BNS du C)
- b) Building 314 : 1<sup>er</sup> Royal 22<sup>e</sup> Régiment
- c) Building 313 : 2<sup>e</sup> Royal 22<sup>e</sup> Régiment
- d) Building 366 : 3<sup>e</sup> Royal 22<sup>e</sup> Régiment
- e) Building 312 : QGET
- f) Building 323 : 5 RGC
- g) Building 362 : 5 RALC
- h) Building 621 et 622: 430 ETAH
- i) Building 103 : 5 AMB de C
- j) Building 310 : 12 RBC
- k) Building 324 : Cie de Maintenance (5 BNS du C)
- l) Building 367 : Cie de Service (5 BNS du C)
- m) Building CSEM3 : CISQFT

**N.B. :**

**Government Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.**