

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

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

**Voir dans le document/**

**See herein**

NA

## Québec

NA

## 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> Vehicles Maintenance Products	
<b>Solicitation No. - N° de l'invitation</b> W0106-19S029/A	<b>Date</b> 2020-10-30
<b>Client Reference No. - N° de référence du client</b> W0106-19S029	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCN-037-18019
<b>File No. - N° de dossier</b> QCN-9-42160 (037)	<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 2020-12-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<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> qcn037
<b>Telephone No. - N° de téléphone</b> (418)906-8611 ( )	<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 PHL, EDIFICE 260 BASE DE SOUTIEN 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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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W0106-19S029/A  
Client Ref. No. - N° de réf. du client  
W0106-19S029

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCW-9-42160

Buyer ID - Id de l'acheteur  
qcn037  
CCC No./N° CCC - FMS No./N° VME

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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 | 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 including List of Goods and Delivery Points - Certification and any other annexes

### **1.2 Summary**

- 1.2.1** The Department of National Defence (DND) requires a Regional Individual Standing Offer (RISO) for the supply, as and when required, of various types of petroleum and vehicle maintenance products such as: lubricant, antifreeze, brake fluid, silicone, grease, solvent, sealant, cleaner, adhesive, motor oil, transmission oil, very high performance diesel engine lubricant, camping fuel naphtha, antifreeze, etc, for the various Department of National Defence (DND) delivery points identified in Annex C. The complete list of products can be found in Annex B.

Up to two (2) Standing Offers (SO) may be issued for an estimated total amount of \$800,000.00 plus applicable taxes, for the initial two (2) year period, one (1) for the Basis of Payment products numbered 1 to 65 and one (1) for the Basis of Payment products numbered 66 to 83. Offerors may submit an offer for either or both parties.

Period of the Standing offer: from February 1<sup>st</sup>, 2021 to January 31, 2023, plus a possibility of a one (1) year additional period.

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### 1.2.2 Mandatory Technical Criteria

Offers will be evaluated on the mandatory technical criteria described below. Offers not complying with this requirement will be considered non-responsive.

- a) The Offeror must be able to supply, and provide a bid price for a minimum of 90% of the items listed in Annexe B – Basis of payment, either for Part 1 (58 out of 65 items), Part 2 (16 out of 18 items) or both Parts (74 out of 83 items) ;
- b) The Offeror must be able to supply the product brands and size requested or substitute products. For any substitute product proposed, the Offeror must complete the information requested regarding the “brand offered”, “stock number” and “size” in Annex B – Basis of Payment;
- c) The sizes of substitute products must conform as much as possible to the sizes requested. For sizes other than those requested, the variance of the maximum volume of 25% up or down will be accepted. Where the size is different from that requested, the price offered must be in the same unit of measurement, e.g.: item 1, size requested 20 liters, size proposed 22 liters (acceptable), not 5.8 gallons.

**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 - OFFERORS INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24>

#### **2.1.1 Equivalent Products**

[B3000T](#) (2006-06-16), Equivalent Products

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B3000T/5>

#### **2.1.2 Substitute Products - Samples (Department of National Defence)**

If the Offeror offers a substitute product, Canada reserves the right to request a sample from the Offeror in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the Request for Standing Offers.

The Offeror must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within four (4) calendar days from the date of request. The sample submitted by the Offeror will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the Request for Standing Offers or the Offeror fails to comply with the request of the Contracting Authority, the offer will be declared non-responsive

### **2.2 Submission of Offers**

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

#### **PWGSC Québec Region Bid Receiving Unit**

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

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

**Note: Offers will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six (6) days before the solicitation closing date.

Offers transmitted by facsimile or hardcopy to PWGSC will not be accepted.

### **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 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.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer must be gathered per section and separated as follows:

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

Offers transmitted by facsimile or hardcopy will not be accepted.

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

##### **3.1.1 Exchange Rate Fluctuation**

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5>

#### **Section II: Certifications**

Offerors must submit the certifications and additional information 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**

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

Offers will be evaluated on the mandatory technical criteria described below. Offers not complying with this requirement will be considered non-responsive.

1. The Offeror must be able to supply, and provide a bid price for a minimum of 90% of the items listed in Annexe B – Basis of Payment, either for Part 1 (58 of 65 items), Part 2 (16 of 18 items) or both Parts (74 of 83 items) ;
2. The Offeror must be able to supply the product brands and size requested or substitute products. For any substitute product proposed, the Offeror must complete the information requested regarding the “brand offered”, “stock number” and “size” in Annex B – Basis of Payment;
3. The sizes of substitute products must conform as much as possible to the sizes requested. For sizes other than those requested, the variance of the maximum volume of 25% up or down will be accepted. Where the size is different from that requested, the price offered must be in the same unit of measurement, e.g.: item 1, size requested 20 liters, size proposed 22 liters (acceptable), not 5.8 gallons.

#### **4.1.2 Financial Evaluation**

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

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

##### **4.1.2.2 For evaluation purposes only, the price of the offer will be calculated as follows:**

Evaluated price for the initial two (2) year period of the Standing Offer and for the optional one (1) additional year period, with bid prices for each of the three (3) years :

Offerors must provide prices on at least 90% of the total number of items, either for Part 1 (58 out of 65 items), Part 2 (16 out of 18 items) or both Parts (74 out of 83 items).

Common Basis of Evaluation: The common basis of evaluation will consist of all items that have been submitted by all responsive Offerors. Items not submitted by any of the responsive Offerors will be removed from the evaluation.

Calculation: For each item, the approximate annual quantities will be multiplied by the firm unit prices for the three (3) years. The resulting totals will be added together to arrive at the offer price.

### Example of financial evaluation:

Evaluated price for three one-year periods of the Standing Offer as per the same items quoted (same evaluation basis):

#### YEAR 1:

	Company A	Company B	Company C
Item 1:	15\$	10\$	10\$
Item 2:	20\$	15\$	20\$
Item 3:	15\$		20\$
Item 4:		15\$	15\$
Item 5:	20\$	20\$	20\$
<b>Total year 1:</b>	<b>55\$</b>	<b>45\$</b>	<b>50\$</b>

#### YEAR 2:

	Company A	Company B	Company C
Item 1:	15\$	10\$	10\$
Item 2:	20\$	15\$	20\$
Item 3:	15\$		20\$
Item 4:		15\$	15\$
Item 5:	20\$	20\$	20\$
<b>Total year 2:</b>	<b>55\$</b>	<b>45\$</b>	<b>50\$</b>

#### YEAR 3:

	Company A	Company B	Company C
Item 1:	15\$	10\$	10\$
Item 2:	20\$	15\$	20\$
Item 3:	15\$		20\$
Item 4:		15\$	15\$
Item 5:	20\$	20\$	20\$
<b>Total year 3:</b>	<b>55\$</b>	<b>45\$</b>	<b>50\$</b>

The total evaluation price of the Standing Offer for three-year period is:

	Company A	Company B	Company C
<b>TOTAL:</b>	<b>165\$</b>	<b>135\$</b>	<b>150\$</b>

The Standing Offer would be issued to Company B.

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

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0019T/5>

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

##### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price for each of the two parts of the basis of payment will be recommended for issuance of a Standing Offer.

Up to two standing offers may be issued, one standing offer for each part of the basis of payment.

## 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.

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## 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

6.2.1 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.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/active>

##### 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)

and c.c. to: [Alain.Roy.Que@tpsgc-pwgsc.gc.ca](mailto:Alain.Roy.Que@tpsgc-pwgsc.gc.ca)

One (1) copy of the data to the DND PHL Section Project Authority, for each of the delivery points listed in Annex C (*e-mail addresses will be provided to you upon issuance of the Standing Offer*):

The quarterly reporting periods are defined as follows:

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

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> 2021 to January 31, 2023.

### **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, 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 thirty (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), at the various delivery points identified in Annex C.

## **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: 418-906-8611

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.

### **6.5.3 Offeror's Representative**

The Offeror's Representative is:

#### **General Information:**

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

Solicitation No. - N° de l'invitation  
W0106-19S029/A  
Client Ref. No. - N° de réf. du client  
W0106-19S029

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCW-9-42160

Buyer ID - Id de l'acheteur  
qcn037  
CCC No./N° CCC - FMS No./N° VME

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**Delivery Follow-up:**

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

**6.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is the designated Department of National Defence (DND) representative for the Quebec Region, identified on each call-up against the Standing Offer.

**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 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

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 \$800,000.00 (*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.

## 6.10 Priority of Documents

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

- a) The call up against the Standing Offer, including any annexes;
- b) The articles of the Standing Offer;
- c) The general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) The general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- e) Annex «A», Requirement;
- f) Annex «B», Basis of Payment and List of Deliverables;
- g) The Offeror's offer dated \_\_\_\_\_ (*insert bid date*).

## 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.

## 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.



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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/19>

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer, and as per the delay specified at Annex "A" – Requirement.

### **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. 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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/19>

### **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: The original and one (1) copy must be forwarded to the following address for certification and payment. *(e-mail addresses will be provided to you when the standing offer is issued)*:

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## 6.6 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3>

## 6.7 SACC *Manual* Clauses

[A9062C](#) (2011-05-16), Canadian Force Site Regulation

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3>

[B1505C](#) (2016-01-28), Shipment of Dangerous Goods/Hazardous Products

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B1505C/2>

[B7500C](#) (2006-06-16), Excess Goods

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B7500C/1>

[D0018C](#) (2007-11-30), Delivery and Unloading

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D0018C/1>

[D3015C](#) (2014-09-25), Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D3015C/2>

## 6.8 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Call-up: Delivered Duty Paid (DDP)  
Department of National Defence, Incoterms 2000 for shipments from a commercial contractor.

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## **ANNEX "A"**

### **REQUIREMENT**

#### **MAINTENANCE PRODUCTS FOR COMMERCIAL AND MILITARY VEHICLES**

DEPARTMENT OF NATIONAL DEFENCE (DND)

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#### **Purpose**

1. The Department of National Defence (DND) requires a Regional Individual Standing Offer (RISO) for the supply, on an as-required basis, of various types of petroleum and vehicle maintenance products such as: lubricant, antifreeze, brake fluid, silicone, grease, solvent, sealant, cleaner, adhesive, motor oil, transmission oil, very high performance diesel engine lubricant, camping fuel naphtha, antifreeze etc, for the various delivery points of the Department of National Defence in Quebec (Valcartier, Montreal, Saint-Jean and Saint-Hubert).

Up to two (2) standing offers can be issued for this need.

#### **Background**

2. The Petroleum Products, Oils and Lubricants, POL sections of the various delivery points are mandated to provide the various units with the products required to maintain the commercial and military vehicle fleet of the Department of National Defense (DND).

#### **Description of requirement**

##### **General**

3. The products shall be supplied in compliance with the requirements described herein, Public Works and Government Services Canada (PWGSC) documents and call-ups against the standing offer.

#### **Responsibilities and delivery deadlines**

4. Call-ups against this Standing Offer may only be placed with the Offeror by designated DND Officials who are stationed at the various delivery points identified in Annex D.
5. The Offeror must inform the Designated DND Official, within 24 hours of receipt of an inquiry or order, of the availability of the product. If the product is available, it must be delivered within 72 business hours of receipt of an order.
6. The Offeror must be able to supply urgent orders occasionally by the next day when an order is placed in the morning.
7. Business days are Monday to Friday, including construction vacations, but excluding statutory vacations.

8. Statutory holidays are as follows: New Year's Day, Good Friday, Easter Monday, Victoria Day, St. John the Baptist Day, Canada Day, Labour Day, Thanksgiving, Remembrance Day, Christmas Day and Boxing Day.
9. Regular hours are from 7:30 a.m. to 4:00 p.m. on working days.
10. The Offeror shall supply, on request, technical and/or material safety data sheets for each of the products in Annex "B."

### **Ordering Instructions**

11. The quantities supplied shall not exceed those specified in the Call-up against a Standing Offer, except for the excess required to fill the last case or barrel to capacity. Partial or incomplete deliveries will not be accepted unless the DND Representative has consented.
12. The minimum quantity that may be ordered shall be one case or one barrel, as the case may be.
13. If sufficient quantities are available, the product shall be delivered on returnable or non-returnable pallets. Returnable pallets will be returned for credit.
14. Barrels supplied under this Standing Offer must be sealed with "Tri-sure" or "Rieke" seals. The supplier shall identify the drums by stamping the drums with the company name, symbol, emblem or trademark, by attaching a metal plate, by stencilling or by other means acceptable to Canada.

### **Labeling and marking**

#### **(Products 66 to 83 only)**

15. The Offeror must ensure that the manufacturer's name, specifications, lot number and date of manufacture of the product are indicated on the product container. An adhesive label of the highest commercial standard must be affixed to the container. Over-labelling of the container is prohibited.

Labels must indicate at least the following information (if applicable):

- a) NATO Stock Number (NSN); and
- b) NATO code number (e.g., O-148); and
- c) Product description AND specification (e.g., lubricant, synthetic, MIL-PRF-7808(L) gr 3); and
- d) Date of filling OR date of manufacture (month and year must be specified, e.g. 05-05); and
- e) Original manufacturer's name with lot number (a numeric or alphanumeric code that allows a container to be traced to a specific manufacturer's lot, optional contractor's name); and
- f) Weight OR volume of contents; and

g) Date of re-inspection (e.g. re-inspection 05-07); and

h) NATO expiry date (72 months from date of manufacture) where NATO code number is applicable.

If the Offeror cannot meet some of the above requirements, the Offeror must provide the missing information on self-adhesive labels that accompany the product. These labels are to be affixed, by the user, in a manner that ensures that no existing information is hidden or over-labelled, to the individual containers immediately upon removal of individual containers from the outer package.

Reinspection date and NATO information (NSN, NATO Code, NATO expiry date) are optional for non-military specifications:

**Qualified products** (Mil-PRF-7870, Mil-PRF-2104, Mil-PRF-5606, SAE J2360)

16. Equipment identified in the Canadian or U.S. list of qualified products by a qualification reference number must be provided. The equipment must comply with all conditions outlined in the certificate of qualification or letter of recommendation issued for that equipment.

**Traceability of parts**

17. Manufacturer's records sufficient to substantiate origin must be provided for review and retained by the Offeror for three years after delivery of the last item under the contract. This type of file will contain at a minimum the following items:
  - a. sufficient information to identify the item by type, class, style, category (including lot number), distribution number, source of the part, and date and location of manufacture, as applicable;
  - b. the title and description (or other formal identification) and the applicable version of the specification, drawing, process or inspection requirements, as applicable;
  - c. records relating to the inspections and tests carried out, including those carried out on behalf of the selected manufacturer or contractor;
  - d. copies of a certificate of conformity or certificate of good standing issued by the manufacturer, if applicable.
  - e. all other relevant technical data.

18. Product technical descriptions are available at the following sites:

**Items 1 to 65**

Kleen Flo <http://www.kleenflo.com/index.html>  
Permatex <https://www.permatex.com/tech-documents-results/>  
Loctite <http://na.henkel-adhesives.com/industrial/tech-data-sheet-search-5118.htm>  
Castrol <http://msdspds.castrol.com/msdspds/msdspds.nsf/CastrolSearch?OpenForm&sitelang=EN&output=Full>  
Prolab <https://www.prolab-technologies.com/>  
AC Delco <http://www.acdelcocanada.com/parts/parts.php>  
Bernzomatic <http://www.bernzomatic.com/product/x9-14-1-oz-propane-hand-torch-cylinder/>  
Plastikote <http://www.plastikote.ca/products/Specialty/Dry-Graphite.html>  
Emzone <http://emzone.ca/products/ac-refrigerants/45929-134a-cylinder/>  
Krown <https://www.krown.com/fr/produits/produits-aerosol/t40-inhibiteur-de-rouille-lubrifiant/>

**Items 66 to 83**

Items 66 and 67: Naphtha, camping fuel, 36-month storage period:

<https://www.scc.ca/fr/standardsdb/standards/22115>

Items 68, 69, 73 and 74: Transmission Oil:

<http://www.allisontransmission.com/parts-service/approved-fluids/on-highway-fluids>

Items 70, 71 and 72: Synthetic Oil:

<https://www.mobil.ca/fr-ca/lubricants/for-business/heavy-duty-lubricants/products/mobil-delvac-1-esp-0w-40/>

Items 75 and 76: Mineral hydraulic fluid:

[http://everyspec.com/MIL-PRF/MIL-PRF-000100-09999/MIL-PRF-5606\\_NOTICE-1\\_37270/](http://everyspec.com/MIL-PRF/MIL-PRF-000100-09999/MIL-PRF-5606_NOTICE-1_37270/)

Items 77, 78 and 79: Very high performance diesel engine lubricant, 15W-40:

[http://everyspec.com/MIL-PRF/MIL-PRF-000100-09999/MIL-PRF-2104K\\_53906/](http://everyspec.com/MIL-PRF/MIL-PRF-000100-09999/MIL-PRF-2104K_53906/)

Items 80 and 81: Gear Lubricating Oil (Transmission) SYN NA 75W-90:

[http://standards.sae.org/j2360\\_201204/](http://standards.sae.org/j2360_201204/)

Items 82 and 83: Green coolant (Antifreeze) based on ethylene glycol 50/50:

[http://everyspec.com/COMML\\_ITEM\\_DESC/A-A-52000\\_A-A-52999/A-A-52624A\\_NOTICE-2\\_54828/](http://everyspec.com/COMML_ITEM_DESC/A-A-52000_A-A-52999/A-A-52624A_NOTICE-2_54828/)

Solicitation No. - N° de l'invitation  
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W0106-19S029

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCW-9-42160

Buyer ID - Id de l'acheteur  
qcn037  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **BASIS OF PAYMENT AND LIST OF DELIVERABLES**

➤ *See Annex B in Excel format attached.*

Solicitation No. - N° de l'invitation  
W0106-19S029/A  
Client Ref. No. - N° de réf. du client  
W0106-19S029

Amd. No. - N° de la modif.  
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QCW-9-42160

Buyer ID - Id de l'acheteur  
qcn037  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX "C"

### DELIVERY POINTS

*The persons responsible as well as the billing addresses will be provided to you when the standing offer is issued:*

1. Valcartier Support Base  
Section POL  
5th Canadian Service Battalion, Building 260  
Courcelette, Quebec  
G0A 4Z0  
Responsible:  
Invoicing address:
2. Montreal Garrison  
6769 Notre-Dame Street East  
Bat 60, Oil Park  
Montreal, Quebec  
H1N 3R9  
Responsible:  
Invoicing address:
3. Saint-Jean Garrison  
Maint. Shed - H 101  
St-Jean Sur Richelieu, Quebec  
J0J 1R0  
Responsible:  
Invoicing address:
4. Saint-Hubert Garrison  
4810 Leckie Street  
Oil Park  
St-Hubert, Quebec  
J3Z 1H6  
Responsible:  
Invoicing address: