

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0A1 / Noyau 0A1

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

Request For a Standing Offer Demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division

11 Laurier St./11, rue Laurier

7B1, Place du Portage, Phase III

Gatineau

Québec

K1A 0S5

Title - Sujet SCIENCE ACHIEVEMENT AWARD		
Solicitation No. - N° de l'invitation 01044-120372/B		Date 2012-03-30
Client Reference No. - N° de référence du client 01044-120372		GETS Ref. No. - N° de réf. de SEAG PW-\$\$HS-623-60204
File No. - N° de dossier hs623.01044-120372	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-23		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein		
Address Enquiries to: - Adresser toutes questions à: Allard, Denis		Buyer Id - Id de l'acheteur hs623
Telephone No. - N° de téléphone (819)956-4003 ()		FAX No. - N° de FAX (819)956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes		
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.		

Instructions: See Herein

Instructions: Voir aux présentes

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

This bid solicitation cancels and supersedes previous bid solicitation number 01044-120372/A dated February 16, 2012 with a closing date of March 27, 2012 at 02:00PM.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

PART 6 - SECURITY, FINANCIAL REQUIREMENTS

1. Security Requirement
2. Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Priority of Documents

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

01044-120372

File No. - N° du dossier

hs62301044-120372

CCC No./N° CCC - FMS No/ N° VME

- 9. Certifications
- 10. Applicable Laws

B. RESULTING CONTRACT CLAUSES

- 1. Statement of Work
- 2. Standard Clauses and Conditions
- 3. Term of Contract
- 4. Payment
- 5. Invoicing Instructions
- 6. SACC Manual Clauses
- 7. Inspection at Destination
- 8. Packaging and Labelling Instructions
- 9. Shipping Instructions - Delivery Location

List of Annexes:

- Annex A: Statement of Work
- Annex B: Pricing
- Annex C: Trophies
- Annex D: Wall Plaques

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus the attachments:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6, Financial Requirement;
- (vii) Part 7:
7A, Standing Offer, and
7B, Resulting Contract Clauses; and.

the Annexes;

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6: includes the financial requirements;

Part 7A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 7B: includes the clauses and conditions, which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, Pricing, Trophy and Wall Plaque.

2. Summary

This requirement is to establish a Regional Individual Standing Offer (RISO) for the Department of Agriculture and Agri-Food Canada (AAFC) for the procurement of Science Achievement Award trophies and wall plaques, in accordance with Annex A - Statement of Work, Annex B - Pricing, Annex C - Trophy, Annex D - Wall Plaque.

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

01044-120372

File No. - N° du dossier

hs62301044-120372

CCC No./N° CCC - FMS No/ N° VME

This requirement will be for an initial period of one (1) year from the effective date of the Standing Offer, with two (2) additional periods of one (1) year.

The requirement is subject to the provisions of North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement and the Agreement on Internal Trade (AIT).

3. Debriefings

After issuance of a standing offer, 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 **fifteen (15) working days** of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

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 SACC Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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.

The 2006 (201010/07) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 05.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Offers will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the RFSO

Insert: Offers will remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of the RFSO

Section 12 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements

Delete: Subsection 1. (a) and (b)

Insert: 1. Canada may reject an offer where any of the following circumstances is present:

- (a) the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
 - (b) an employee, or subcontractor included as part of the offer, is subject to a Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer for the requirement, or the portion of the requirement the employee or subcontractor is to perform;
- Vendor

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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 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.

4. Applicable Laws

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

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

5. Improvement of Requirement During Solicitation Period

Should Offerors consider that the Statement of Work in the Request for Standing Offer could be improved technically or technologically, offers are invited to make suggestions, in writing, to the Standing Offer Authority named in the Request for Standing Offer. Offerors must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular offeror will be given consideration provided they are submitted to the Standing Offer Authority at least **seven (7) calendar days** before the Request for Standing Offers closing date Canada will have the right to accept or reject any or all suggestions.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that Offerors provide the following information:

First page of the Request for Standing Offer signed by the Offeror or by an authorized representative of the Offeror (1 signed copy).

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

Section I: Technical Offer (3 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications and Additional Information (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 the offer solicitation.

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 are encouraged to:

1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 demonstrate their understanding of the requirements contained in the RFSO by the closing date and time and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the RFSO, or submitting a copy of the annex with a yes beside the specifications is not sufficient.

In order to facilitate the evaluation of the offer, Canada requests that offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II Financial Offer

1. Pricing

1.1 Pricing for Trophy and Wall Plaque in accordance with Annex B - Pricing

1.1.1 Pricing for the initial period

Offerors must submit firm unit prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

1.1.2 Pricing for the extended periods

Offerors must submit firm unit prices, in Canadian dollars, FCA Free Carrier, at Contractor's Canadian Facility or the Contractor's Canadian distribution point, Incoterms 2000, including Canadian customs duties and excise taxes, where applicable, Goods and Services Tax or Harmonized Sales Tax extra.

2. Payment of Invoices by Credit Card

Canada requests that offerors complete one of the following:

() Government of Canada Acquisition Cards (credit cards) will be accepted for payment of invoices.

The following credit card(s) are accepted:

() VISA
() MasterCard

OR

() Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of invoices.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of invoices will not be considered as an evaluation criterion.

3. SACC Manual Clauses

SACC Reference	Title	Date
C3011T	Exchange Rate Fluctuation	2010/01/11

Section III: Certifications and Additional Information

1. Certifications

Offerors must submit the certifications required under Part 5.

2. Additional Information

Canada requests that Offerors submit the following information:

2.1 Delivery

2.1.1 While delivery of the trophy is requested **within twenty (20) calendar days** from receipt of a call-up document against the Standing Offer, the best delivery that could be offered is as follows:

Within _____ **calendar days** from receipt of a call-up against the Standing Offer.

2.1.2 While delivery of the wall plaque is requested **within twenty (20) calendar days** from receipt of a call-up document against the Standing Offer, the best delivery that could be offered is as follows:

Within _____ **calendar days** from receipt of a call-up against the Standing Offer.

3. Sample

3.1 Samples for Bid Evaluation Purposes

The Offeror must upon request from the Standing Offer Authority, provide one (1) sample of the trophy and wall plaque, in accordance with Annex A - Statement of Work, Annex C - Trophy and Annex D - Wall Plaque, for evaluation by the Technical Authority.

Offerors must provide the samples, transportation prepaid, and without charge to Canada, within **fourteen (14) calendar days** from the date of request.

The samples 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 any of the samples do not meet the requirements of the offer solicitation or the Offeror fails to comply with the request of the Standing Offer Authority, the offer will be declared non-responsive.

3.2 Pre-Production Samples

The successful offeror will be required to provide one (1) pre-production sample of the trophy and wall plaque in accordance with Annex A - Statement of Work, Annex C - Trophy and Annex D - Wall Plaque, to the Technical Authority (TA) for acceptance at least **twenty five (25) calendar days** from the effective date of the Contract, before all the scheduled deliveries as detailed in Part 7, article 3.3.

If the first samples are rejected, the successful offeror will be required to submit the second samples within **five (5) calendar days** of notification or rejection from the Technical Authority.

3.3 Offeror's Representatives

Name and telephone number of the person responsible for:

General enquiries

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

01044-120372

File No. - N° du dossier

hs62301044-120372

CCC No./N° CCC - FMS No/ N° VME

Name:

Telephone No.

Facsimile No.

E-mail address:

Delivery follow-up

Name:

Telephone No.

Facsimile No.

E-mail address:

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1 Technical Evaluation

Offers must be completed in full and provide all technical information requested in the RFSO by the RFSO closing date and time, to enable a full and complete evaluation.

1.1.1 Mandatory Technical Evaluation criteria

1.1.1.1 Samples for Bid Evaluation Purposes

The Offeror must upon request from the Standing Offer Authority, provide one (1) sample of the trophy and wall plaque, in accordance with Annex A - Statement of Work, Annex C - Trophy and Annex D - Wall Plaque, for evaluation by the Technical Authority.

Offerors must provide the samples, transportation prepaid, and without charge to Canada, within **fourteen (14) calendar days** from the date of request.

The samples 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 any of the samples do not meet the requirements of the offer solicitation or the Offeror fails to comply with the request of the Standing Offer Authority, the offer will be declared non-responsive.

1.1.2 Financial Evaluation

1.1.2.1 Mandatory Financial Evaluation Criteria

1.1.2.2 Prices will be evaluated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Customs Duties and Excise Taxes included where applicable, Goods and Services Tax/ Harmonized Sales Tax Extra.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all the technical evaluation criteria and all mandatory financial evaluation criteria to be declared responsive. The responsive offer with the **lowest aggregate evaluated price** for the initial and extended periods, will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Offerors who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Offerors may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

01044-120372

File No. - N° du dossier

hs62301044-120372

CCC No./N° CCC - FMS No/ N° VME

PART 6 - SECURITY, FINANCIAL REQUIREMENTS

1. Financial Requirement

There is no security requirement associated with this requirement.

2. Financial Capability

The Offeror must have the financial capability to undertake this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of the offers. The Offeror must provide the following information to the Standing

Offer Authority within **fifteen (15) working days** of the request or as specified by the Standing Offer Authority.

(a) Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).

(b) If the date of the financial statements is more than three months before the date of the request for information by the Standing Offer Authority in (a) above, the Offeror must also provide interim financial statements (consisting of a Balance Sheet and a year-to-date Income statement), as of two months before the date on which the Standing Offer Authority requests this information.

(c) If the Offeror has not been in business for at least one full fiscal year, the following must be provided:

(i) the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and

(ii) interim financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before to the date on which the Standing Offer Authority requests this information.

(d) A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.

(e) A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.

(f) A detailed monthly Cash Flow Statement, covering all the Offeror's activities (including the requirement) for the first two years of the requirement that is the subject of the request for standing offer. This statement must detail the Offeror's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Offeror's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.

-
- (g) A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the request for standing offer. This statement must detail the Offeror's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
 3. If the Offeror is a subsidiary of another company, then any financial information required by the Standing Offer Authority in 1. (a) to (f) must be provided by each level of parent company, to and including the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself, unless a duly executed Parental Guarantee is provided with the required information.
 4. Other Information: Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
 5. Confidentiality: Should the Offeror provide the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the Access to Information Act, R.S., 1985, c. A-1, Section 20(1) (b) and (c).
 6. Security: In determining the Offeror's financial capability to undertake this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

The Offeror offers to fulfill the requirement for the supply of Science Achievement Award trophy and wall plaque, in accordance with Annex A - Statement of Work, Annex B - Pricing, Annex C - Trophy and Annex D - Wall Plaque.

2. 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 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 also include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority and the Procurement Authority.

The Quarterly reporting periods are defined as follows:

- 1st quarter: September 1 to November 30;
- 2nd quarter: December 1 to February 28;
- 3rd quarter: March 1 to May 31;
- 4th quarter: June 1 to August 31;

The reporting requirements includes, but is not limited to, the following information:

- a. Order number;
- b. Running total for the duration of the standing offer;
- c. Standing Offer Number;
- d. Standing Offer Description;
- e. Standing Offer Original Value;
- f. Standing Offer Total Amended Value;

- g. Reporting Period (Quarter and Per Year);
- h. Total Number of Orders for the Reporting Period (Quarter);
- i. Total Number of Orders (Per Year);

The data must be submitted to the Standing Offer Authority no later than **thirty (30) calendar days** after the end of the reporting period.

2.3 Standing Offers - Final Report

On completion or termination of the National Individual Standing Offer (NISO), the offeror must produce a detailed final report with all cumulative data of the call-ups. Data must also include all purchases paid for by a Government of Canada Acquisition Card.

The final report must be completed and forwarded electronically to the Standing Offer Authority, no later than **thirty (30) calendar days** after the end of the completion or the set-aside of the Standing Offer.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award **to be inserted by PWGSC.**

3.2 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 two (2) additional periods of one (1) year under the same conditions and at 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 **at least sixty (60) calendar days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Denis Allard
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate "HS" Division
Place du Portage, Phase III, 7B1
11 Laurier Street
Gatineau, QC K1A 0S5
Telephone: 819-956-4257
Facsimile: 819-956-5227
E-mail address: denis.allard@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.

4.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____ - _____ - _____
 Facsimile: _____ - _____ - _____
 E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Project Authority

The Project Authority for the Standing Offer is:

To be inserted by PWGSC

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: _____ - _____ - _____
 Facsimile: _____ - _____ - _____
 E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.4 Offeror's Representative

General enquiries

Name: _____
 Telephone No. _____
 Facsimile No. _____
 E-mail address: _____

Delivery follow-up

Name: _____
 Telephone No. _____
 Facsimile No. _____
 E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Procurement Authority or it's Delegated Representative of Agriculture and Agri-Food Canada (AAFC).

6. Call-up Instrument

The Work and sample will be authorized or confirmed by the Identified User(s) using form PWGSC - TPSGC 942, "Call-up Against a Standing Offer".

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$ 30,000.00** (Goods and Services Tax or Harmonized Sales Tax included). All individual call-ups against the Standing Offer exceeding **\$30,000.00** (Goods and Services Tax or Harmonized Sales Tax included) will be forwarded to PWGSC for authorization.

8. 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;
- b) the articles of the Standing Offer;
- c) Annex B - Pricing;
- d) the general conditions 2005 (2011-05-16), General Conditions - Standing Offers - Goods or Services;
- e) the general conditions 2010A (2011-05-16); General Conditions - Goods (Medium Complexity);
- f) Annex A - Statement of Work;
- g) Annex C - Trophy;
- h) Annex D - Wall Plaque;
- i) the Offeror's offer date **(To be inserted by PWGSC)**.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

01044-120372

hs62301044-120372

for default and set aside the Standing Offer.

10. 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.

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.

1. Statement of Work

The Contractor must provide Science Achievement Award trophies and wall plaques, in accordance with Annex A - Statement of Work, Annex B - Pricing, Annex C - Trophy and Annex D - Wall Plaque.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2011-05-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Delivery Date

3.1.1 Delivery of the trophy in accordance with Annex A - Statement of Work, Annex C - Trophy, must be completed within to be inserted by PWGSC from receipt of a call-up against the Standing Offer. **All trophies must be received no later than six (6) weeks from receipt of a call-up document against the Standing Offer.**

3.1.2 Delivery of the wall plaques in accordance with Annex A - Statement of Work and Annex D - Wall Plaque, must be completed within to be inserted by PWGSC from receipt of a call-up against the Standing Offer. **All wall plaques must be received no later than six (6) weeks from receipt of a call-up document against the Standing Offer.**

3.2 Artwork Material of the Logo

The artwork material of the logo will remain the property of Canada and will be delivered to the contractor within **ten (10) calendar days** after contract award and returned to the Technical Authority within **twenty (25) calendar days** after production.

3.3 Pre-Production Samples

When requested through a call-up against the Standing Offer, the Contractor must provide one (1) sample of the trophy and wall plaque, to the Project Authority for acceptance within **fifteen (15) calendar days** before all the scheduled deliveries at article 3.1.1 and 3.1.2.

The Contractor shall carry out all required inspections and tests on the samples at no additional cost to verify conformance to the specified contract requirements.

If the first sample is rejected, the Contractor must submit the second sample at no additional cost within **five (5) calendar days** of notification of rejection from the Project Authority. The sample submitted by the Contractor will remain the property of Canada.

The Project Authority will notify the Contractor, in writing of the acceptance or rejection of the sample. A copy of this notification will be provided by the Project Authority to the Standing Offer Authority. Rejection by the Project Authority of the second sample submitted by the Contractor for failing to meet the contract requirements, will be grounds for setting the Standing Offer aside.

4. Payment

4.1 Basis of Payment for the initial and extended period

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices for the initial and extended periods, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian customs duties and excise taxes, where applicable, Goods and Services Tax or Harmonized Sales Tax extra, in accordance with Annex B - Pricing.

4.2 Limitation of Price

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

4.3 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	30/11/07
H1001C	Multiple Payments	12/05/08

4.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

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.

1. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the consignee or as indicated on the call-up against the standing offer, for certification and payment.
- (b) One (1) copy must be forwarded to the Procurement Authority as indicated in the Standing Offer.

6. SACC Manual Clauses

SACC Reference	Title	Date
B7500C	Excess Goods	16/06/06
G1005C	Insurance	12/05/08

7. Inspection at Destination

The Work provided under the Contract will be subject to inspection and acceptance by the Consignee at destination.

8. Packaging and Labelling Instructions

All Science Achievement Award trophy must be packaged individually with protective foam, covered by a blue satin cloth in a one piece cardboard box that opens either from the front or side and has a magnetic closure.

All boxes must be made with at least 50% recycled material.

All boxes must be the same colour; either blue or black.

A cardboard sleeve must cover the box and be labeled with the name of the recipient.

All Science Achievement Award wall plaque must be packaged individually in a white box with protective foam labeled with the name of the recipient.

All plaques must be in fitted boxes.

All boxes must be the same colour.

Packaging of trophies and wall plaques must be contained in sturdy cartons able to sustain considerable handling, with no more than six (6) trophy boxes per carton, to a maximum weight of 22kg and with no more than six (6) wall plaque boxes per carton, to a maximum weight of 22kg.

All cartons must be clearly numbered and indicate the quantity of trophies and wall plaques contained in each carton.

9. Shipping Instructions - Delivery and Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

2. The Contractor must deliver the goods to the department of Agriculture and Agri-Food Canadian by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contact person at destination at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) Department of Agriculture and Agri-Food
To be inserted by PWGSC
 Ottawa, Ontario, K1A 0C5

ANNEX "A"

STATEMENT OF WORK

PROJECT: The Science Achievement Award - Agriculture and Agri-Food Canada (AAFC)

DESCRIPTION: Formal trophy and wall plaque award given annually by Research Branch to selected recipients.

1. PURPOSE:

To produce, engrave, package and deliver trophies and wall plaques for the Research Branch Science Achievement Award.

2. BACKGROUND:

Each year, the Science Achievement Awards recognize exceptional and significant contributions made by individuals or teams in Research Branch through their outstanding achievements or contributions to the scientific community.

3. DESIGN AND SPECIFICATIONS:

3.1 Trophy: Blue Pyramid on Aluminum Beveled Base

- Blue Pyramid (Large - #35539);
- Art glass on aluminum base;
- Each piece is an individual work of art; size and shade of blue color may vary within specifications listed;
- Product size: Tower: 4-1/2"w x 11-1/4"h x 4-1/2"d Base: 6" x 1-1/2";
- Point at the top of the tower must be the same for all trophies received;
- Height of the blue bubble/cavity inside the glass tower may vary due to the fact they are hand blown, but should be within 1/2" of each other for all the trophies received with a similar shade of blue;
- Decoration Method: Tower: Deep Etch 3-1/4"x 3-3/4"—Base: Laser Etch 4"x 1" on silver plate;
- The Canadian flag on the AAFC logo to be in red;
- Etch area on the front of tower only for the award logo and recipients name. Second etch area on the base (silver plate) for the award & branch name in both English and French with the year, as seen in Annex A, line per line, centered;
- Font: Times New Roman (Black);
- Packaging: Gift Boxed;
- See Annex C;
- Art work for the logo is owned by AAFC and will be provided.

3.2 Plaque: Solid Hardwood Plaque with Brass Plate

- 9"x 12" Solid Hardwood, The Deep Grove (T9-79027C);
- 7"x 10" Black brass over gold aluminum (showing 1/2" of gold aluminum border and 1-1/2" (wood border);
- The Canadian flag on AAFC Logo in red;

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

01044-120372

File No. - N° du dossier

hs62301044-120372

CCC No./N° CCC - FMS No/ N° VME

-
- Award logo, the award & branch name in both English and French with the Recipient's name and the year, as seen in Annex D, line per line, centered;
 - Font: Times New Roman;
 - See Annex D;
 - Art work for the logo is owned by AAFC and will be provided.

4. WORKMANSHIP

The finished Science Achievement Award trophies and plaques must be free of all marks and blemishes so as to affect appearance.

ANNEX "B"**PRICING**

1. The Offeror must provide firm unit prices for the Science Achievement Award trophies and wall plaques, in accordance with Annex A - Statement of Work, Annex C - Trophy and Annex D - Wall Plaque, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian customs duties and excise taxes, where applicable, Goods and Services Tax or Harmonized Sales Tax extra.
2. The Contractor will be paid firm price in accordance with Basis of Payment Part 7B.

For the initial period of one (1) year from the effective date of the Standing Offer to December 31, 2012	
Trophy Quantity	Firm Price per Trophy
1 to 10	\$ /Trophy
11 to 20	\$ /Trophy
21 to 30	\$ /Trophy
31 to 40	\$ /Trophy
41 to 50	\$ /Trophy
51 and over	\$ /Trophy

Trophy Sample Quantity	Firm Price for Trophy
1	\$ /Trophy

For the initial period of one (1) year from the effective date of the Standing Offer to December 31, 2012	
Wall Plaque Quantity	Firm Price per Wall Plaque
1 to 10	\$ /Wall Plaque
11 to 20	\$ /Wall Plaque
21 to 30	\$ /Wall Plaque
31 to 40	\$ /Wall Plaque
41 to 50	\$ /Wall Plaque
51 and over	\$ /Wall Plaque

Wall Plaque Sample Quantity	Firm Price for Wall Plaque
1	\$ /Wall Plaque

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

01044-120372

hs62301044-120372

For the extended period from January 1, 2013 to December 31, 2013

Trophy Quantity	Firm Price per Trophy
1 to 10	\$ /Trophy
11 to 20	\$ /Trophy
21 to 30	\$ /Trophy
31 to 40	\$ /Trophy
41 to 50	\$ /Trophy
51 and over	\$ /Trophy

For the extended period from January 1, 2013 to December 31, 2013

Wall Plaque Quantity	Firm Price per Wall Plaque
1 to 10	\$ /Wall Plaque
11 to 20	\$ /Wall Plaque
21 to 30	\$ /Wall Plaque
31 to 40	\$ /Wall Plaque
41 to 50	\$ /Wall Plaque
51 and over	\$ /Wall Plaque

For the extended period from January 1, 2014 to December 31, 2014

Trophy Quantity	Firm Price per Trophy
1 to 10	\$ /Trophy
11 to 20	\$ /Trophy
21 to 30	\$ /Trophy
31 to 40	\$ /Trophy
41 to 50	\$ /Trophy
51 and over	\$ /Trophy

For the extended period from January 1, 2014 to December 31, 2014

Wall Plaque Quantity	Firm Price per Wall Plaque
1 to 10	\$ /Wall Plaque
11 to 20	\$ /Wall Plaque
21 to 30	\$ /Wall Plaque
31 to 40	\$ /Wall Plaque
41 to 50	\$ /Wall Plaque
51 and over	\$ /Wall Plaque

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

01044-120372

File No. - N° du dossier

hs62301044-120372

CCC No./N° CCC - FMS No/ N° VME

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

01044-120372

File No. - N° du dossier

hs62301044-120372

CCC No./N° CCC - FMS No/ N° VME

ANNEX C

TROPHY

Annex C is attached as a separate document in PDF format.

Solicitation No. - N° de l'invitation

01044-120372/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs623

Client Ref. No. - N° de réf. du client

01044-120372

File No. - N° du dossier

hs62301044-120372

CCC No./N° CCC - FMS No/ N° VME

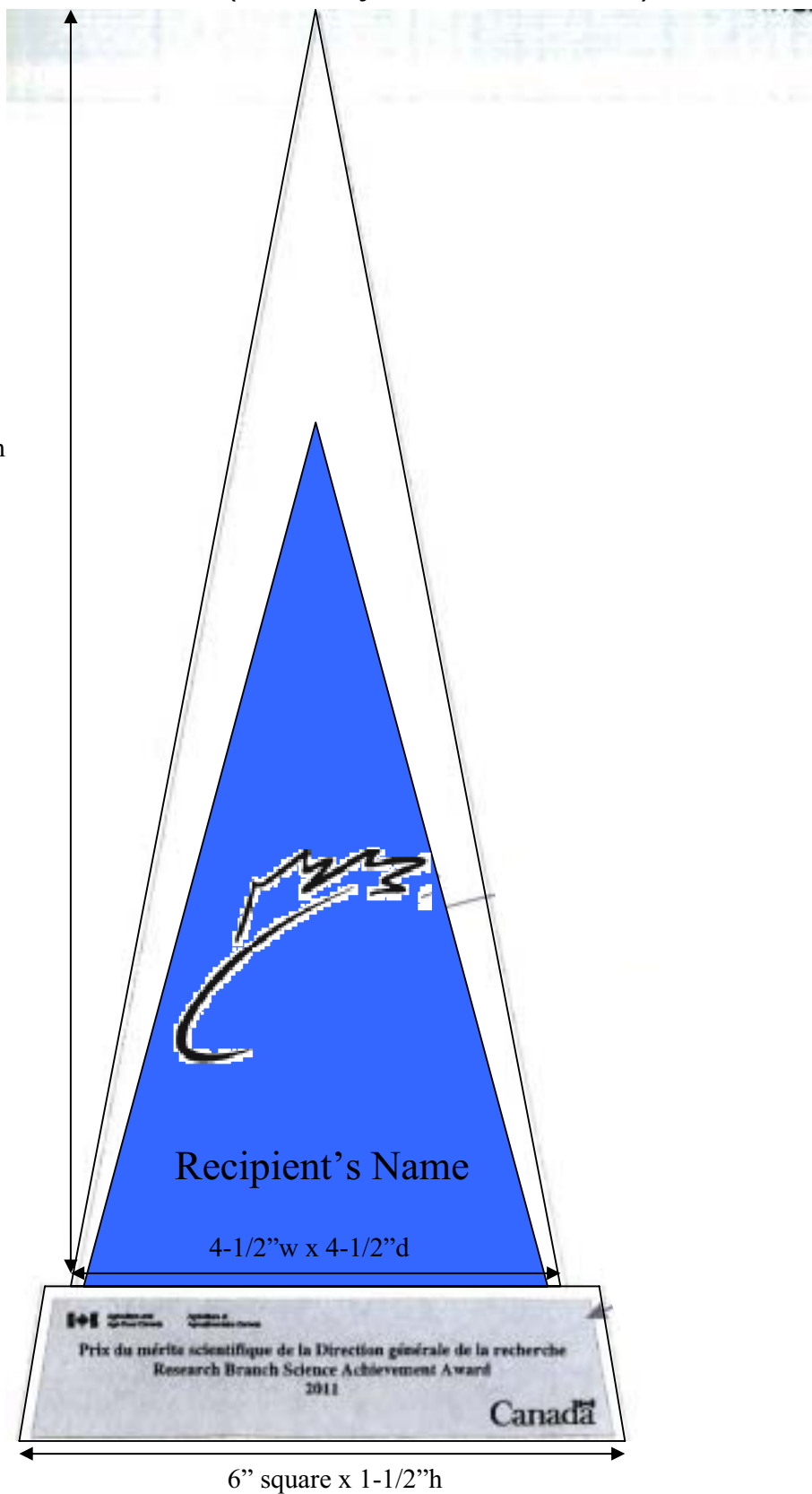
ANNEX D

WALL PLAQUE

Annex D is attached as a separate document in PDF format.

ANNEX C (Blue Pyramid – 35539)

11" to 11-1/4" h



ANNEX D (Solid Hardwood Plaques, The Deep Grove T9-79027C)

