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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts:

- (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:
6A, Standing Offer, and
6B, 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 and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts 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 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 6B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment and the Standing Offer Reporting.

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

2. Summary

The Department of Agriculture and Agri-Food, Lacombe (Alberta) has a requirement for supply of various Bulk Fertilizer Blends and spreading fertilizers at the Lacombe Research Centre over pasture ground.

3. Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided 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 *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 (2011-05-16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 10 (ten) 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 Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy);

Section II: Financial Offer (1 hard copy);

Section III: Certifications (1 hard copy).

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

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

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

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". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

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

1.1.1 Mandatory Technical Criteria

Offers must meet or exceed all the requirements specified in Annex A - Requirement.

1.2 Financial Evaluation

The total assessed offer price quoted in "Annex B - Basis of Payment" will be determined using the rates provided by the offeror. These rates will be multiplied by the estimated usages. The extended totals will be aggregated to reach the total assessed offer price.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price 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 requirement within that time period will render the offer non-responsive.

1.1 Federal Contractors Program - Certification

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

Suppliers 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. Suppliers 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 a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer 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 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: _____.

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PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

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

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

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from May 01, 2012 to July 31, 2012.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Alex Tikhonovitch
Public Works and Government Services Canada
Acquisitions Branch
Western Region
5th Floor Telus Plaza North
10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

Telephone: (780) 497-3541
Facsimile: (780) 497-3510
E-mail address: alex.tikhonovitch@pwgsc-tpsgc.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 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

4.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (Alberta) delegated representatives as stated on PWGSC-TPSGC 942 form or electronic document.

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

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, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2011-05-16), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2011-05-16), General conditions - Services (Medium Complexity);
- e) Annex "A" - Requirement;
- f) Annex "B" - Basis of Payment;
- g) Annex "C" - Standing Offer Reporting;
- h) the Offeror's offer _____:

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 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 Alberta.

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. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

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

Section 13, Interest on Overdue Accounts, of 2010C (2011-05-16), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards at point of sale.

3. Term of Contract

3.1 Delivery Date

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

4. Payment

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 - Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Price

SACC Manual clause C6000C (2008-05-12), Limitation of Price

4.3 SACC Manual clause H1000C (2008-05-12), Single Payment

4.4 Payment by Credit Card

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.

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6. SACC Manual Clauses

A9039C (2008-05-12), Salvage;
A9068C (2011-05-16), Government Site Regulations;
G1005C (2008-05-12), Insurance.

ANNEX "A"

REQUIREMENT

The Department of Agriculture and Agri-Food, Lacombe (Alberta) has a requirement for supply of various Bulk Fertilizer Blends and spreading fertilizers at the Lacombe Research Centre over pasture ground.

Some examples of required Blends are:

- 33-8-8-0 where nitrogen (N) will come from 46-0-0, phosphorus (P) will come from 11-52-0 and potassium (K) will come from 0-0-60
- 30-7-7-3 where nitrogen (N) will come from 46-0-0, phosphorus (P) will come from 11-52-0, potassium (K) will come from 0-0-6 0 and sulphur (S) will come from 20-0-0-24.

These are examples only and the blend may differ at time of ordering.

Fertilizers must be blended at the time of call-up, stored by the Offeror and be available to be loaded into a standard tandem truck. On-loading of Blends is responsibility of the Offeror.

Fertilizers must be stored by the Offeror until picked up by the Department of Agriculture and Agri-Food at seeding time.

The Offeror must be located within 35 kilometers driving distance of the Lacombe Research Centre, Lacombe, Alberta, and must be available for pick up from 07:00 AM to 07:00 PM Monday to Saturday, not including statutory holidays, during seeding operations (May, June, and July).

Anhydrous ammonia and the floated fertilizer must be delivered by the Offeror to the fields (Lacombe Research Centre) during seeding operations.

Pasture fertilizer 46-0-0 will be floated on pastures as directed by farm operations manager at a rate of no more than 225 kilograms per hectare. The Offeror should use self propelled modern fertilizer spreaders capable of entering through a 4.8 meter wide gate access. The Offeror will be responsible for the delivery of the floated fertilizer to the site.

The Offeror must be available to spread the fertilizer between 7:00 AM and 4:30 PM, not including weekends and statutory holidays, for each scheduled order.

Material Safety Data Sheets (MSDS)

MSDS must be provided by the Offeror with each order (where applicable).

Response Time

The Offeror must reply to an authorized order within 24 hours and the work will be performed within a time frame mutually agreed to by both parties and as stated on the authorized order.

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Cost per metric tonne must be on the invoice to ensure that the cost does not exceed the Unit Price in the Basis of Payment.

The Standing Offer will be in effect for three months from May 1, 2012 to July 31, 2012.

ANNEX "B"**BASIS OF PAYMENT****Section 1: Blends' Components**

- Firm unit costs are FOB Plant
- Firm unit costs do not include G.S.T., but G.S.T. will be added as a separate item on the invoice, if applicable.
- Prices per Tonne are inclusive of all blending charges
- The Estimated usages will be used for evaluation purposes only and will not form any part of the Standing Offer Agreement.

Item #	Description	Estimated Usage	Unit	Firm Unit Price	Total Extended Price
1	Nitrogen (N)	70	Metric Tonne	\$ _____/mt	\$ _____
2	Phosphorus (P)	10	Metric Tonne	\$ _____/mt	\$ _____
3	Potassium (K)	5	Metric Tonne	\$ _____/mt	\$ _____
4	Sulphur (S)	4	Metric Tonne	\$ _____/mt	\$ _____
Total Assessed Offer Price 1 :					\$ _____

Section 2: Pasture Fertilizer Requirements

- Price per Tonne is inclusive of all delivery charges to Lacombe Research Centre, Lacombe, Alberta
- Price per Spreading Pasture Fertilizer must include all applicable costs to carry out the work at Lacombe Research Centre, Lacombe, Alberta

Item #	Description	Estimated Usage	Unit	Firm Unit Price	Total Extended Price
1	Anhydrous ammonia (NH3)	20	Metric Tonne	\$ _____/mt	\$ _____
2	Spreading Pasture Fertilizer	200	Hectares	\$ _____/ha	\$ _____
Total Assessed Offer Price 2 :					\$ _____
Total Assessed Offer Price 1 + 2 :					\$ _____

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ANNEX "C"

STANDING OFFER REPORTING

Each Usage Report is to be comprised of data from completed Call Ups,

The first due date is _____, and reports are due every _____ months thereafter.

The Offeror hereby offers to provide information on completed Callups as per the format below;

Supplier Name		Contact Name / Number:	
Standing Offer Number:		Period Covered	

Department	Call up Number	Dollar Value (GST Included)

(A) Total Dollar Value Call-ups for this Reporting period:	
(B) Accumulated Call-Up totals to date:	
(A+B) Total Accumulated Call-Ups:	

The data must be submitted by Email on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority at **WST.PA-EDM@pwgsc-tpsgc.gc.ca**.