

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510**

## 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**

Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Custom Farming Services	
<b>Solicitation No. - N° de l'invitation</b> 01587-120720/A	<b>Date</b> 2012-03-15
<b>Client Reference No. - N° de référence du client</b> 01587-120720	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-204-9341
<b>File No. - N° de dossier</b> EDM-1-34703 (204)	<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 2012-04-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Selinger, Dale	<b>Buyer Id - Id de l'acheteur</b> edm204
<b>Telephone No. - N° de téléphone</b> (780)497-3536 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF AGRICULTURE AND AGRI-FOOD RESEARCH CENTER 6000 C&E TRAIL LACOMBE Alberta T4L1W1 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>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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>

## **CUSTOM FARMING SERVICES**

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;  |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, Basis of Payment, Insurance Requirements and the Standing Offer Usage Report.

## 2. Summary

For the supply of all labour, materials, tools, equipment, transportation, and supervision necessary to provide custom farming services, including seeding, tillage, silaging and combining for the Department of Agriculture and Agri-Food, Lacombe Research Station, Lacombe, Alberta as required in accordance with the terms and conditions contained in the Request For a Standing Offer for the period of date of authorization to April 30, 2014, (estimated).

The requirement is limited to Canadian goods and/or services.

## 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 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 *Standard Acquisition Clauses and Conditions* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 1.1 SACC Manual Clauses

M0019T Firm Price and/or Rates

2007-05-25

## 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 five (5) 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**

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors 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: 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 II: Certifications**

Offerors must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria.

**1.1 Financial Evaluation**

- In Annex "B", Basis of Payment, for each year, the firm unit prices quoted for items 1 to 9 will be multiplied by the estimated annual usages shown. The resulting amounts will be added together to obtain a total evaluated price.
- For item #5, Custom Combining, only the conventional method, 5(a), will be evaluated unless the bidder has only bid on the straight cut header, 5(b), in which case this item, 5(b), will be used in the evaluation in lieu of 5(a).
- Hourly rates that do not have an estimated annual usage will not be evaluated.

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## 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, (<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>);
- (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: \_\_\_\_\_.

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

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

## 1.2 Former Public Servant Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, offerors must provide the information required below.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.



"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

### **Former Public Servant in Receipt of a Pension**

Is the Offeror a FPS in receipt of a pension as defined above? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

### **Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **YES ( ) NO ( )**

If so, the Offeror must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

**1.3 Canadian Content Certification****1.3.1 SACC Manual Clause A3050T (2010-01-11), Canadian Content Definition****1.3.2 Canadian Content Certification (M3056T - 2010-01-11)**

This procurement is limited to Canadian services.

The Offeror certifies that:

( ) the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual. (<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/3/6>)

**PART 6 - INSURANCE REQUIREMENTS****1. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "C".

If the information is not provided in the offer, 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.

**PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES****A. STANDING OFFER****1. Offer**

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

## **1.1 Requirement**

For the supply of all labour, materials, tools, equipment, transportation, and supervision necessary to provide custom farming services, including seeding, tillage, silaging and combining for the Department of Agriculture and Agri-Food, Lacombe Research Station, Lacombe, Alberta as required in accordance with the terms and conditions contained herein for the period of the Standing Offer.

## **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* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

### **2.1 General Conditions**

2005 (2012-03-02) 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 "D". 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 an annual basis to the Public Works and Government Services Canada Standing Offer Authority at [WST.PA-EDM@pwgsc-tpsgc.gc.ca](mailto:WST.PA-EDM@pwgsc-tpsgc.gc.ca).

The annual reporting period is defined as follows: *(to be completed upon issuance)*

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 date of authorization to April 30, 2014, (estimated).

## 4. Authorities

### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Dale Selinger, Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
Telus Plaza North, 5th Floor, 10025 Jasper Avenue  
Edmonton, Alberta T5J 1S6  
Telephone: 780-497-3536  
Facsimile: 780-497-3510  
E-mail address: dale.selinger@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: *(to be named in the Standing Offer)*

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

### 4.3 Offeror's Representative

Name: \_\_\_\_\_ *(to be completed by the offeror)*

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of Agriculture and Agri-Food, Lacombe, Alberta.

## 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. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$(*TBA*) (Goods and Services Tax or Harmonized Sales Tax 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.

## 9. 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 (2012-03-02), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2012-03-02), General Conditions - Services (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Insurance Requirements;
- h) Annex "D", Standing Offer Usage Report;
- i) Offeror's offer dated (to be completed upon issuance) .

## 10. Certifications

### 10.1 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.

**11. 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.

**12. SACC Manual Clauses**

M3800C Estimates

2006-08-15

**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 perform the Work described in the call-up against the Standing Offer.

**2. Standard Clauses and Conditions****2.1 General Conditions**

2010C (2012-03-02), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13, Interest on Overdue Accounts, of 2010C (2012-03-02), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards. *(If applicable.)*

**3. Term of Contract****3.1 Period of the Contract**

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

**4. Payment****4.1 Basis of Payment - Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of (as per the call-up document). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (as per the call-up document) Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) months before the contract expiry date, or
  - (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 4.3 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C0711C	Time Verification	2008-05-12
H1000C	Single Payment ( <i>when applicable</i> )	2008-05-12
H1008C	Monthly Payment ( <i>when applicable</i> )	2008-05-12

#### 4.4 Payment by Credit Card

The following credit cards are accepted: (to be completed upon issuance, if applicable).

#### 5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### 6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **7. SACC Manual Clauses**

A9068C Government Site Regulations

2010-01-11



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**ANNEX "A"****STATEMENT OF WORK****1. Requirement**

For the provision of custom seeding, tillaging, silaging, swathing, combining, baling, raking and bagging as required for the Department of Agriculture and Agri-Food, Lacombe Research Station, Lacombe, Alberta. Work requested may include working overtime or on weekends until the work is completed.

All areas are within a 10 kilometer radius of the Lacombe Research Station. Areas are in some or parts of the following legal land descriptions.

SE-19-40-26-WEST 4TH  
NW-17-26-40-WEST 4TH  
SW-13-40-27-WEST 4TH  
SE-24-40-27-WEST 4TH  
NW-13-40-27-WEST 4TH  
SE-15-40-27-WEST 4TH

See enclosed map for approximate locations.

Lacombe Research Station has the responsibility of taking measures to prevent the establishment of any pest on the land, primarily clubroot. Contractors are to make sure that their equipment is clean and free of dirt, prior to working on the land.

Cleaning tillage equipment involves knocking or scraping off soil lumps and sweeping off loose soil before arriving at Lacombe Research Station. After removal of soil lumps, wash equipment with a power washer and preferably with hot water, which is available at the Lacombe Research Station. It is recommended to finish the cleaning by misting the equipment with a weak disinfectant, supplied by the Lacombe Research Station (1-2% active ingredient bleach solution).

**2. Response Time**

For as required work, the Contractor shall reply to an authorized call-up within 48 hours and the Work will be performed within a time frame mutually agreed to by both parties and as stated on the authorized call-up form.

**3. Additional Charges**

Where the Project Authority authorizes additional hourly charges due to rough fields, poor conditions or poor yields for the tillage, swathing, silaging, and baling, the additional amount will be as mutually agreed to by both parties in accordance with the conditions at the time.

#### **4. Custom Seeding**

Lacombe Research Station will provide all the seed and granular fertilizer to be used in this operation. Seed/Fertilizer rate as well as depth will be determined by the Lacombe Research Station. Lacombe Research Station will provide up to two trucks and operators, if available, to transport the seed and fertilizer to desired locations of seeding. The Contractor must also be able to apply NH<sub>3</sub>, (anhydrous ammonia), provided by Lacombe Research Station, during the seeding operation.

Contractor must provide all necessary reliable zero tillage equipment, fuel and manpower, to plant and apply fertilizer up to maximum of 600 acres of cropland in one operation without delay as long as weather and field conditions permit. Crop varieties may include annual grains and/or pulse crops as well as under seeded perennial pastures and hay land.

#### **5. Custom Tillage**

Contractor must provide all necessary reliable equipment, fuel and operators for disking, cultivating, harrowing, land rolling and breaking disc, as required at various locations at the Lacombe Research Station.

Harrowing pastures will be on a per acre basis with a per hour rate that may be added for rough field or small paddocks.

#### **6. Custom Swathing**

Contractor must provide all necessary reliable equipment, fuel and operators to swath at various locations at the Lacombe Research Station.

Swathing will be charged per acre on a reasonably smooth field. If the field is deemed rough by the Project Authority or the crop is in poor condition, a per hour rate may be added to the total cost of the field. If the field requires additional equipment to swath fields, eg: (discbine), a per hour rate may be used.

#### **7. Custom Silaging**

Contractor must provide all necessary modern reliable silaging equipment, fuel and operators to chop and transport silage from various locations at the Lacombe Research Station.

Contractor must provide all necessary equipment to pack the silage at approximately 35% dry matter to the satisfaction of the Project Authority or designated other. Contractor must maintain equipment so that the silage is harvested and packed without delay.

Chopping will be on a per tonnage basis. If the fields have an unusually poor yield, less than 5 tons per acre, a charge per hour may be added. Crop will be sampled by the Project Authority to determine the approximate yield.

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Truck loads will be weighed three times a day to determine amount of silage produced; usually the first, middle and last load of the day and when field location changes have been made.

## **8. Custom Combining**

Contractor must provide all necessary equipment, fuel and operators to combine annual grain and pulse crops from various locations at the Lacombe Research Centre. For the conventional method of combining, the fields will be previously swathed. For the straight cut header method of combining, swathing is not required.

Lacombe Research Station will provide up to two trucks and operators, if available, to transport the harvested crop from the combine to the storage locations.

## **9. Custom Baling**

Contractor will provide all necessary equipment, fuel and operators to bale hay or forage as required within a reasonable time frame determined by the Project Authority or designated other.

Bales will be round, dry, solid and consistent, and be as close to 5 ft wide by 6 ft high using a net wrap system to finish. If baling conditions are poor or fields are rough, the price will be per bale or per hour depending on the hay conditions determined by mutual agreement by both parties.

## **10. Custom Raking**

Contractor will provide all necessary equipment and fuel, to rake, turn or use a tedder if required, in order to facilitate baling of the crops that have been swathed.

## **11. Custom Bagging**

Contractor will provide all necessary equipment, transportation, fuel, and bags to bag hay into a storage bag, size to be determined by the amount of fodder, approximately 12ft x 120ft, size of bagger available and amount to harvest.

Lacombe Research Station will provide the inoculant and up to two trucks, if available, to haul fodder to bagger.

**ANNEX “B”****BASIS OF PAYMENT**

- Prices quoted are to include all applicable costs to perform the work and are to remain firm for the period of the Standing Offer.
- For working overtime or on weekends or on statutory holidays, separate rates will not be accepted.
- GST is not to be included in the unit prices but will be added as a separate item to any invoice issued against the Standing Offer.
- Lacombe Research Station has a maximum of 600 acres of cropland but are estimating that only 300 acres will be seeded in the first year of the Standing Offer. This is the amount that will be used for evaluation purposes.
- For item #5, Custom Combining, only the conventional method, 5(a), will be evaluated unless the bidder has only quoted on the straight cut header, 5(b), in which case 5(b) will be evaluated in lieu of 5(a).
- The hourly rates that show no estimated annual usage will be used for pricing purposes only and will not be used in the evaluation.
- Estimated usages are for evaluation purposes only. Actual usages may vary from these amounts.
- Prices must be quoted for all line items.

			<b>Firm Unit Price</b>	
			<b><u>Year 1</u></b> <b>(est.)</b>	<b><u>Year 2</u></b> <b>(est.)</b>
<b>Item</b>	<b>Description</b>	<b>Est. Annual Usage</b>	<b>Date of Authorization- 2013/04/30</b>	<b>2013/05/01- 2014/04/30</b>
1 .	Custom Seeding and Application of Fertilizer.			
(a)	Custom Seeding and application of fertilizer using only granular fertilizer..	300 acres	\$ ____/acre	\$ ____/acre
(b)	Custom seeding and application of granular fertilizer and NH3 (anhydrous ammonia)	300 acres	\$ ____/acre	\$ ____/acre
2 .	Custom Tillage			
(a)	discing	50 acres	\$ ____/acre	\$ ____/acre
(b)	cultivating	50 acres	\$ ____/acre	\$ ____/acre

(c)	harrowing pastures	200 acres	\$ ____/acre \$ ____/hour	\$ ____/acre \$ ____/hour
(d)	heavy harrowing (pre-seed)	300 acres	\$ ____/acre \$ ____/hour	\$ ____/acre \$ ____/hour
(e)	land rolling	300 acres	\$ ____/acre	\$ ____/acre
(f)	breaking disc	40 acres	\$ ____/acre	\$ ____/acre
3 .	Swathing	300 acres 30 hours	\$ ____/acre \$ ____/hour	\$ ____/acre \$ ____/hour
4 .	Custom Silaging			
(a)	chopping	2400 tons	\$ ____/ton \$ ____/hour	\$ ____/ton \$ ____/hour
(b)	trucking, per truck per hauled ton.	2400 tons	\$ ____/ton	\$ ____/ton
(c)	packing	2400 tons	\$ ____/ton	\$ ____/ton
5 .	Custom Combining			
(a)	conventional method, (swathing required prior to combining)	250 acres	\$ ____/acre	\$ ____/acre
	and/or			
(b)	straight cut header, (swathing not required prior to combining)	250 acres	\$ ____/acre	\$ ____/acre
6 .	Custom Baling, (round)	200 bales	\$ ____/bale \$ ____/hour	\$ ____/bale \$ ____/hour
7 .	Custom Raking	10 hours	\$ ____/hour	\$ ____/hour
8 .	Custom Bagging, haylage	300 tons	\$ ____/ton	\$ ____/ton
9 .	Custom Cutting (discbine)	20 hours	\$ ____/hour	\$ ____/hour

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## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program).

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- (i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - (j) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (k) **If the policy is written on a claims-made basis,** coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (l) **Owners' or Contractors' Protective Liability:** Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (m) **Non-Owned Automobile Liability - Coverage for suits against the Contractor** resulting from the use of hired or non-owned vehicles.
  - (n) **Sudden and Accidental Pollution Liability (minimum 120 hours):** To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

## **2. Automobile Liability Insurance**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in forcethroughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000.00 per accident or occurrence.
2. The policy must include the following:
  - (a) Third Policy Liability - \$2,000,000.00 Minimum Limit per Accident or Occurrence
  - (b) Accident Benefits - all jurisdictional statutes
  - (c) Uninsured Motorist Protection
  - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

**ANNEX "D"****STANDING OFFER USAGE REPORT****Annual Report Schedule:** *(to be completed upon issuance)*

Each Annual Usage Report is to be comprised of information on completed Call-ups as per the format below:

**ANNUAL STANDING OFFER USAGE REPORT**

<b>Supplier Name:</b>	
<b>Supplier Contact:</b>	<b>Name:</b>
	<b>Phone Number:</b>
<b>Standing Offer Number:</b>	
<b>Department:</b>	<b>Name:</b>
	<b>Location:</b>
<b>Reporting Period:</b>	

Call-up Number	Dollar Value (GST Included)
<b>(A) Total Dollar Value of Call-ups for this reporting period:</b>	
<b>(B) Accumulated Call-Up totals to date:</b>	
<b>(A+B) Total Accumulated Call-Ups:</b>	

Submit to E-mail address: WST.PA-EDM@pwgsc-tpsgc.gc.ca







