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Solicitation No. - N° de l'invitation

01633-140100/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal104

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

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CCC No./N° CCC - FMS No/ N° VME

AAFC

CAL-3-36031

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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, 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: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 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 Requirement, the Basis of Payment and any other annexes.

2. Summary

For the supply and delivery of Mesh Harvest/Vegetable bags for Agriculture and Agri-Foods Canada, Manitoba region, on an "as and when" required basis in accordance with the minimum mandatory specifications.

There are two delivery points for this requirement:

- 1) Brandon Research Centre - 2701 Grand Valley Road, Brandon
- 2) Morden Research Station - 101 Route 100, Morden

Period of this standing offer will be for one year, 15 October, 2013 to 30 September, 2014, with the option to extend for two additional one-year periods; 01 October 2014 to 30 September, 2015 and 01 October 2015 to 30 September 2016.

"This requirement is subject to the provision of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT").

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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

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

The 2006 (2013-06-01) 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 ten (10) 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 (one (1) hard copy)

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

Section III: Certifications (one (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.

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 should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

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

As per Annex A - Technical Specifications for Bags

1.2 Financial Evaluation

1.2.1 The unit prices offered in the Basis of Payment will be multiplied by the estimated usages for each location for all three years to determine the total aggregate bid price.

1.2.2 A0220T Evaluation of Price (2013-04-25)

2. Basis of Selection

- 2.1** 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 and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare

a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from HRSDC-Labour's website.

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

PART 6 - INSURANCE

1. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - 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*

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

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide 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 twenty (20) 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 15 October 2013 to 30 September, 2014.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional one-year periods, from 01 Oct. 2014 to 30 Sept, 2015 and 01 Oct. 2015 to 30 Sept. 2016, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Margaret Twomey
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: #1650. 635 - 8th Ave. SW Calgary, AB T2P 3M3

Telephone: 403-292-4450
Facsimile: 403-292-5786
E-mail address: margaret.twomey@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 Project Authority

The Project Authority for the Standing Offer is:

Name: Willa McNish
Organization: Agriculture and Agri-Food Canada

Telephone: 204-578-6546
Facsimile: 204-578-6528
E-mail address: willa.mcnish@agr.gc.ca

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: _____
Title: _____
Company: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

5. Identified Users

The Identified User(s) authorized to make call-ups against the Standing Offer are the individuals authorized to sign the call-up documents.

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 an electronic version.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (2013-04-25) General Conditions - *Goods and Services, Low Dollar Value*.
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment ;
- g) Annex C, Standing Offer Usage Report
- h) the Offeror's offer dated _____

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 _____.

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

2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12, Interest on Overdue Accounts, of 2029 (2013-04-25) General Conditions - Goods and Services, Low Dollar Value will not apply to payments made by credit cards.

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. Customs duties are included", and Applicable Taxes are extra.

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

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Method of Payment

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

4.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

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

SACC Manual clause G1005C (2008-05-12) Insurance

7. *SACC Manual clauses* B7500C (2006-06-16) Excess Goods

ANNEX "A"**REQUIREMENT**

Agriculture & Agri-Food Canada require mesh harvest/vegetable bags to store and ship various seeds.

1. Red Mesh Harvest / Vegetable Bags

- i. 12" x 20" red mesh bags, comes with plastic tie
- ii. HDPE mono film mesh
- iii. minimum 42 mesh squares per cm²
- iv. minimum weight 12 grams per bag
- v. melt point 100 degree Celsius in 10 minutes

2. Non-dyed Mesh Bags

- i. 12" x 20" non-dyed bags, comes with plastic tie
- ii. HDPE mono film mesh
- iii. minimum 42 mesh squares per cm²
- iv. minimum weight 12 grams per bag
- v. melt point 100 degree Celsius in 10 minutes

Offers have the option to bid on either Red Mesh Harvest / Vegetable Bags **or** Non-dyed Mesh Bags. **It is not mandatory that each bidder must be able to supply both bags.**

Delivery Points:

- 1. Brandon Research Centre - 2701 Grand Valley Road, Brandon, MB R7A 5Y3
- 2. Morden Research Station - Unit 100, 101 Route 100, Morden, MB R6M 1Y5

ANNEX "B"**BASIS OF PAYMENT**

GST/HST is to be excluded from the pricing provided herein.

GST/HST will be added to the invoice (if applicable).

Pricing is to include all shipping, freight, handling and off-loading charges - FOB destination

PERIOD: YEAR ONE 15 OCTOBER, 2013 TO 30 SEPTEMBER, 2014			
1. BRANDON	Est. Usage	Unit Price/Bag	Total
a. Red Mesh Vegetable Bags	35,000	\$	
OR			
b. Non-dyed Bags	35,000	\$	
2. MORDEN			
a. Red Mesh Vegetable Bags	10	\$	
OR			
b. Non-dyed Bags	10,000	\$	
OPTION YEAR ONE: 01 OCTOBER, 2014 TO 30 SEPTEMBER, 2015			
1. BRANDON	Est. Usage	Unit Price/Bag	Total
a. Red Mesh Vegetable Bags	35,000	\$	
OR			
b. Non-dyed Bags	35,000	\$	
2. MORDEN			
a. Red Mesh Vegetable Bags	10,000	\$	
OR			
b. Non-dyed Bags	10,000	\$	
OPTION YEAR TWO: 01 OCTOBER, 2015 TO 30 SEPTEMBER, 2016			
1. BRANDON	Est. Usage	Unit Price/Bag	Total
a. Red Mesh Vegetable Bags	35,000	\$	
OR			
b. Non-dyed Bags	35,000	\$	
2. MORDEN			
a. Red Mesh Vegetable Bags	10,000	\$	
OR			
b. Non-dyed Bags	10,000	\$	

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CAL-3-36031

Buyer ID - Id de l'acheteur

cal104

CCC No./N° CCC - FMS No/ N° VME

ANNEX C**Periodic Usage Report Form**

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Margaret Twomey	(403) 292-5786	margaret.twomey@pwgsc-tpsgc.gc.ca
<i>Name</i>	<i>Fax</i>	<i>Email Address</i>

at:

Public Works and Government Services Canada
Acquisitions Branch
Ste. 1650 - 635 -8th Avenue SW
Calgary, Alberta
T2P 3M3

REPORT ON THE VOLUME OF BUSINESS**STANDING OFFER: 01633-140100/001/CAL**

SUPPLIER: _____

REPORT FOR THE PERIOD ENDING: _____

Description of Work	Call-up #	TOTAL BILLING

NIL REPORT: We have not done any business with the federal government for this period _____.**PREPARED BY:**

NAME: _____

SIGNATURE: _____

TELEPHONE NO.: _____