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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            Security, Financial and 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 Usage Report.

### **2. Summary**

For the supply and delivery of Horse Feed/ Hay in square and round bales, Parks Canada Agency's horses at the YA HA Tinda Ranch, located 80 kilometres west of Sundre, Alberta; in accordance with the Requirement and Basis of Payment at Annex "A".

Hay is to be of the following composition:  
33% Timothy, 33% Brome, and 33% Alfalfa.

The period of the standing offer will be from standing offer issuance to December 31, 2014 inclusive with two (2), one-year option periods as and when requested during the period of the Standing Offer.

The Standing Offer will be in effect from Date of Issuance to December 31, 2014, with two (2) one-year option periods.

### **3. Security Requirement**

There is no security requirement associated with the requirement of the Standing Offer.

#### **4. 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: Financial Offer

Offerors must submit their financial offer in accordance with the Annex A - Requirement, and Annex B - Basis of Pricing. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Section II: Certifications : One (1) hardcopy

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.

### 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.

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## **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 Financial Evaluation**

The Total Evaluated Offer will be calculated by the offered pricing of each item under the Basis of Pricing multiplied by its respective estimated usage, for Year 1, plus the option periods. The sum of the Total Price per year will equal the Total Evaluated Offer.

The Estimated Usage listed is for evaluation purposes only and will not form any part of the Resulting Standing Offer.

### **2. Basis of Selection**

An offer must comply with all requirements of the Request For Standing Offer to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of the 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 - Request For Standing Offer, Goods or Services, Competitive (2013-06-01). 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

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([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## **2. Additional 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.

### **2.1 Canadian Content Certification**

#### **2.1.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition**

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## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **2. Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, and 2010A (2013-04-25) General Conditions - Goods (Medium Complexity) apply to and form part of the Standing Offer.

##### **3.2 Standing Offers Reporting**

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 "B". 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.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from the date of the standing offer issuance to December 31, 2014 inclusive.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one-year periods 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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PC

File No. - N° du dossier  
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## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Jenny Yu  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch

Telephone: 403-292-5795  
Facsimile: 403-292-5786  
E-mail address: jenny.yu@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.

### 5.2 Project Authority

The Project Authority for the Standing Offer is:

*(tbd)*

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.

### 5.3 Offeror's Representative

Name:

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

Direct: \_\_\_\_\_

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

Email address: \_\_\_\_\_

**6. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

YA HA Tinda Ranch, Parks Canada.

**7. 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.

**8. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$45,000.00 (Applicable Taxes included).

**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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2013-04-25), Goods (Medium Complexity)
- e) Annex "A", Requirement & Basis of Payment;
- f) the Offeror's offer dated \_\_\_\_\_.

**10. Certifications - 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.

**11. SACC Manual Clauses**

M3000C Price Lists (2006-08-15)

**12. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 - General Conditions**

2010A (2013-04-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010A (2013-04-25), General Conditions - Goods (Medium Complexity) 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.

In rare emergency situations (e.g. a life-threatening situation; a disaster endangering the quality or loss of life; or potential situation of significant Crown loss or damage), the above lead time may be reduced and/or changes to the orders and will be dealt with the call-up representative on a case by case basis.

### **4. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### **5. Payment**

#### **5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in the Call-Up instrument. 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.

#### **5.2 Limitation of Price**

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

### 5.3 Single Payment

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

### 6. 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. Each computerized invoice (hand written invoices will not be accepted) must be supported by:
  - (a) a bill of landing; and
  - (b) an approved credit receipt (if applicable).
3. Each invoice must contain the following information:
  - (c) Name of call-up representative;
  - (d) Call-Up number (PO Number);
  - (e) Supplier's Invoice Control Number; and
  - (f) Delivery date
4. Invoices must be distributed as follows:
  - (a) The original and two (2) copies must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### 7. 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.

### 8. SACC Manual Clauses

A9039C	Salvage	(2008-05-12)
A9068C	Government Site Regulations	(2010-01-11)
B7500C	Excess Goods	(2006-06-16)
D0018C	Delivery and Unloading	(2007-11-30)
D5328C	Inspection and Acceptance	(2007-11-30)

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Buyer ID - Id de l'acheteur  
cal123

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PC

File No. - N° du dossier  
CAL-3-36029

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## ANNEX "A" REQUIREMENT & BASIS OF PAYMENT

The Contractor must supply and deliver horse feed/ hay in square and round bales for the horses at the YA HA Tinda Ranch, Parks Canada, located 80 kilometres west of Sundre, Alberta.

### Requirement and Delivery Specifications:

- Hay must be of the following composition: 33% Timothy, 33% Brome and 33% Alfalfa.
- Current crop year, upper grade.
- Not to be rained-on once cut.
- Free of dust and mold.
- Protein level of no less than 10%.
- No soft core bales.
- Hay to be inspected by the Resource Conservation Manager (or Designate) prior to acceptance.
- Standard square bale size, 40 to 42 inches in length.
- Round bale size to be between 1200 and 1300 pounds each.
- Deliveries of hay are typically in the Fall of each year.

\*FOB Destination - Prices include delivery to the YA HA Tinda Ranch, unloading, and stacking of bales into two (2) lofts on-site.

G.S.T. is excluded from the prices herein and if applicable, is to be added to the invoice as a separate item.

### A. For the standing offer period - date of standing offer issuance to December 31, 2014 inclusive.

Item	Description	Price (*FOB Destination)
1	Square Bales - firm price	\$ /Tonne
2	Round Bales - firm price	\$ /Tonne

### B. For the standing offer Option Period 1 - January 1, 2015 to December 31, 2015 inclusive.

Item	Description	Price (*FOB Destination)
1	Square Bales - firm price	\$ /Tonne
2	Round Bales - firm price	\$ /Tonne

### C. For the standing offer Option Period 2 - January 1, 2016 to December 31, 2016 inclusive.

Item	Description	Price (*FOB Destination)
1	Square Bales - firm price	\$ /Tonne
2	Round Bales - firm price	\$ /Tonne

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**ANNEX "B"**  
**STANDING OFFER USAGE REPORT**

**Return to:**

Jenny Yu

Facsimile: (403) 292-5786

Email: jenny.yu@pwgsc-tpsgc.gc.ca

**Quarterly Reporting**

**SUPPLIER:** \_\_\_\_\_

**STANDING OFFER NO:** 5P421-140088/\_\_\_\_\_

**DEPARTMENT OR AGENCY:** Parks Canada Agency, YA HA Tinda Ranch

**REPORTING PERIOD:** (Period of Standing Offer) From \_\_\_\_\_ To: \_\_\_\_\_

Item No.	Call-Up/ Contract No. Description	Quantity	Value of Call-Up/ Contract
1			
2			
3			
4			
5			
6			
7			

(add rows as needed)

<b>Total Dollar Value Call-ups for this reporting period:</b>	
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**NIL REPORT:** We have not done any business with the federal government for this period [  ]

PREPARED BY: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_