

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 1T3  
Bid Fax: (902) 496-5016**

## Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9  
Nova Scot

<b>Title - Sujet</b> RMSO - Rock Salt	
<b>Solicitation No. - N° de l'invitation</b> E6HAL-140011/A	<b>Date</b> 2014-09-22
<b>Client Reference No. - N° de référence du client</b> E6HAL-14-0011	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-409-9340
<b>File No. - N° de dossier</b> HAL-4-73096 (409)	<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 2014-11-04</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Taylor, Kathie	<b>Buyer Id - Id de l'acheteur</b> hal409
<b>Telephone No. - N° de téléphone</b> (902)496-5510 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND/OR AGENCIES AS INDICATED ON DSS 942 CALL-UP (PLEASE UPDATE CITY/PROV/PC) xxx NOVA SCOTIA B3J3C9 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**

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

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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 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 Statement of Work, the Basis of Payment and any other annexes.

### 2. Summary

To supply and deliver sodium chloride (rock salt) with anti-caking compound, bulk highway, medium coarse grade, to various Federal Departments and Agencies in the Province of Nova Scotia, to include Cape Breton Island on an as and when requested basis.

### 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 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 (2014-06-26) 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

M1004T	Materiel	2011-05-16
C9000T	Pricing	2010-08-16

### 2. Submission of Offers

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

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to

all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

#### 4. Applicable Laws

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

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

Section I: Technical Offer (n/a)

Section II: Financial Offer (one hard copy)

Section III: Certifications (one 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 indicate compliance to Annex A - Requirement.

### Section II: Financial Offer

Offerors must submit their financial offer in accordance with 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

Mandatory Technical Criteria as detailed in Annex “A “ - Requirement

### 1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

## 2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest aggregate evaluated price will be recommended for issuance of a standing offer. **Firms must bid on all items or offer will be deemed non-responsive.**

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

#### 1.1 Certifications Required Precedent to Issuance of a Standing Offer

##### 1.1.1 Integrity Provisions - Associated Information



By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006 . The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 1.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada-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 - 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. 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 (2014-06-26) 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, 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 "A". 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 date of the standing offer until April 30, 2015.

### 4. Authorities

#### 4.1 Standing Offer Authority

The Standing Offer Authority is:

Kathie Taylor  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
1713 Bedford Row  
Halifax, NS B3J 1T3

Telephone: (902) 496-5510  
Facsimile: (902) 496-5016  
E-mail address: kathie.taylor@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 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 (**please complete**)

Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

#### 5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

#### 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.

## 7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000. (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 (2014-06-26), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A - Goods (Medium Complexity), (2014-06-26);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer (insert date of offer)\_\_\_\_\_.

## 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 Nova Scotia.

## **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

2010A (2014-06-26), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

## 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

The contractor will be paid in accordance with Annex "B", Basis of Payment

### 4.2 Limitation of Price

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

### 4.3 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

or

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### 4.4 SACC Manual Clauses

H1000C (2008-05-12) Single Payment

## 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.

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## 2. Invoices must be distributed as follows:

(a) The original and one copy must be forwarded to the address shown on page 1 of the standing offer for certification and payment.

### 6.0 SACC Manual Clauses

A9062C (2010-01-11) Canadian Forces Site Regulations

G1005C (2008-05-12) Insurance

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### **ANNEX "A"**

### **REQUIREMENT**

To supply and deliver sodium chloride rock salt with anti-caking compound, bulk highway, on an "as and when requested" basis for the period from date of issuance of standing offer up to and including 30 April 2015 to various Federal Departments and Agencies in the Province of Nova Scotia including Cape Breton Island.

Salt will be in accordance with Government Spec. CAN/CGSB-15.9-92, Sodium Chloride Pavement De-icer, dated November 1992.

## ANNEX B BASIS OF PAYMENT

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination including delivery charges, Canadian customs duties and excise taxes included.

The responsive offer with the lowest aggregate total evaluated price will be recommended for issuance of a standing offer.

Firms must bid on all items in the format requested or your offer will be deemed non-responsive.

As the Provincial weight restrictions are expected to decrease on January 1, 2015, please identify the minimum order quantity for both up to December 31 and after January 1.

There will be no allowance for fuel surcharges. All costs are to be reflected in the unit price as per the pricing tables.

The estimated usage quantities are for evaluation purposes only.

**Each line item to be calculated as follows: (A) x (B) = (C)**

DESCRIPTION	FOB DESTINATION	Uof I	Est. Usage (A)	UNIT PRICE (B)	EXTENDED PRICE (C)	MINIMUM QTY
1. Sodium Chloride, technical rock salt ,with anti-caking compound, Bulk highway medium coarse grade CAN/CGSP Spec 15-9-92. Per metric ton.	Annapolis Valley ie: DND 14 Wing Greenwood	MT	500	\$	\$	To Dec. 31:  After Jan. 1:
	Halifax Area ie: DND Willow Park, Halifax Citadel etc.	MT	1500	\$	\$	To Dec. 31:  After Jan. 1:
	DND Bldg. 159/ Bedford Magazine, N.S.	MT	400	\$	\$	To Dec. 31:  After Jan. 1:
	12 Wing, Shearwater, N.S.	MT	400	\$	\$	To Dec. 31:  After Jan. 1:
	Grand Anse, Pleasant Bay/ Cape Breton Highlands Park, N.S.	MT	2000	\$	\$	To Dec. 31:  After Jan. 1:



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DESCRIPTION	FOB DESTINATION	Uof I	Est. Usage (A)	UNIT PRICE (B)	EXTENDED PRICE (C)	MINIMUM QTY
<b>Subtotal Item 1</b>					\$	
2. Sodium Chloride, technical rock salt, with anti-caking compound, highway medium/coarse grade CAN/CGSB spec 15.9-92. 20kg bag.	Annapolis Valley ie: DND 14 Wing Greenwood, N.S	20 kg bg	20	\$	\$	To Dec. 31:  After Jan. 1:
	Halifax Area ie: DND Willow Park, Halifax Citadel etc., NS	20 kg bg	100	\$	\$	To Dec. 31:  After Jan. 1:
	DND Bldg. 159/Bedford Magazine, N.S.	20 kg bg	20	\$	\$	To Dec. 31:  After Jan. 1:
	12 Wing Shearwater, N.S.	20 kg bg	500	\$	\$	To Dec. 31:  After Jan. 1:
	Grand Anse, Pleasant Bay/Cape Breton Highlands Park, N.S.	20 kg bg	20	\$	\$	To Dec. 31:  After Jan. 1:
<b>Subtotal Item 2</b>					\$	

Subtotal Item 1 + Subtotal Item 2 = Total Evaluated Price

**Total Evaluated Price: \$** \_\_\_\_\_

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