



Solicitation No. - N° de l'invitation

01587-161001/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-4-37293

Buyer ID - Id de l'acheteur

edm024

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

01587-161001

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six 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            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

### **1.2 Summary**

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

### **1.3 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**

### **2.1 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) (<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](#) (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### **2.2 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.

### **2.3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 (ten) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### **2.4. 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**

### **3.1. Offer Preparation Instructions**

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

Section I: Technical Offer (1 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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) (<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 the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 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.

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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.

### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

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

#### **4.1.2 Financial Evaluation**

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

*SACC Manual* Clause [M0220T](#) (2013-04-25), Evaluation of Price

### **4.2 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.

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## 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.

### 5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### 5.1.1 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.

#### 5.1.2 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**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to this Standing Offer.

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

##### **6.3.1 General Conditions**

[2005](#) (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6.3.2 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 "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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

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

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is three (3) years from date of Standing Offer issuance.

## **6.5. Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Anthony Tiet  
Title: Student Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch

5th Floor, ATB Plaza North  
10025 Jasper Ave  
Edmonton, Alberta T5J1S6

Telephone: 780-497-3649  
Facsimile: 780-497-3510  
E-mail address: anthony.tiet@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.

### **6.5.2 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.

### **6.5.3 Offeror's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 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.

## **6.7 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

## 6.8 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*Applicable Taxes 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 1 month 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.

## 6.9 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014-11-27), General Conditions - Goods (Medium Complexity)
- e) Annex A, Statement of Work
- f) Annex B, Basis of Payment
- g) Annex C, Standing Offer Usage Report
- h) the Offeror's offer dated \_\_\_\_\_

## 6.10 Certifications

### 6.10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

## 6.11 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.

## 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.

### 6.1 Requirement

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

## **6.2 Standard Clauses and Conditions**

### **6.2.1 General Conditions**

2010A (2014-11-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2014-11-27) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot prices, as specified in Annex B "Basis of Payment". 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.

#### **6.4.2 Limitation of Price**

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

#### **6.4.5 Payment by Credit Card**

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

### **6.5 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.

### **6.6 SACC Manual Clauses**

A9041C (2008-05-12), Salvage  
A9068C (2010-01-11), Government Site Regulations  
B7500C (2006-06-16), Excess Goods  
G1005C (2008-05-12), Insurance

## **ANNEX "A"**

### **REQUIREMENT**

The Department of Agriculture and Agri-Food Canada, Lacombe Research Centre (Alberta) has a requirement for supply and application of various bulk fertilizer blends on crop lands and on pasture. Some examples of required blends are:

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

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

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

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

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

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

Pasture fertilizer 46-0-0 will be floated on pastures as directed by farm operations manager. The offeror should use self-propelled modern fertilizer spreaders capable of entering through a five meter wide gate access. The offeror will be responsible for the delivery of the fertilizer to be floated to the site.

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

### **Material Safety Data Sheets (MSDS)**

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

### **Response Time**

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

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

The period for making call-ups and providing services against the Standing Offer is three (3) years from date of Standing Offer issuance.

**ANNEX "B"**

**BASIS OF PAYMENT**

**Section 1: Blends' Components**

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

**YEAR 1:**

Item #	Description	Estimated Usage	Unit	Firm Unit Price	Total Extended Price
1	Nitrogen (N)	22.7	Metric Tonne	\$ _____ / mt	\$ _____
2	Phosphorus (P)	8.4	Metric Tonne	\$ _____ / mt	\$ _____
3	Potassium (K)	4.6	Metric Tonne	\$ _____ / mt	\$ _____
4	Sulphur (S)	2.3	Metric Tonne	\$ _____ / mt	\$ _____
<b>Total Assessed Offer Price Year 1: \$ _____</b>					

**YEAR 2:**

Item #	Description	Estimated Usage	Unit	Firm Unit Price	Total Extended Price
1	Nitrogen (N)	22.7	Metric Tonne	\$ _____ / mt	\$ _____
2	Phosphorus (P)	8.4	Metric Tonne	\$ _____ / mt	\$ _____
3	Potassium (K)	4.6	Metric Tonne	\$ _____ / mt	\$ _____
4	Sulphur (S)	2.3	Metric Tonne	\$ _____ / mt	\$ _____
<b>Total Assessed Offer Price Year 2: \$ _____</b>					

**YEAR 3:**

Item #	Description	Estimated Usage	Unit	Firm Unit Price	Total Extended Price
1	Nitrogen (N)	22.7	Metric Tonne	\$ _____ / mt	\$ _____
2	Phosphorus (P)	8.4	Metric Tonne	\$ _____ / mt	\$ _____
3	Potassium (K)	4.6	Metric Tonne	\$ _____ / mt	\$ _____
4	Sulphur (S)	2.3	Metric Tonne	\$ _____ / mt	\$ _____
<b>Total Assessed Offer Price Year 3: \$ _____</b>					
<b>Total Assessed Offer Price Section 1: Year 1 + Year 2 + Year 3: \$ _____</b>					

**Section 2: Pasture Fertilizer Requirements**

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

**Year 1:**

Item #	Description	Estimated Usage	Unit	Firm Unit Price	Total Extended Price
1	Nitrogen (N)	30	Metric Tonne	\$ _____ / mt	\$ _____
<b>Total Assessed Offer Year 1: \$ _____</b>					

**Year 2:**

Item #	Description	Estimated Usage	Unit	Firm Unit Price	Total Extended Price
1	Nitrogen (N)	30	Metric Tonne	\$ _____ / mt	\$ _____
<b>Total Assessed Offer Year 2: \$ _____</b>					

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**Year 3:**

Item #	Description	Estimated Usage	Unit	Firm Unit Price	Total Extended Price
1	Nitrogen (N)	30	Metric Tonne	\$ _____ / mt	\$ _____
<b>Total Assessed Offer Year 3: \$</b>					_____
<b>Total Assessed Offer Price Section 2: Year 1 + Year 2 + Year 3: \$</b>					_____
<b>Total Assessed Offer Price Section 1 + Section 2: \$</b>					_____

