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## **PART 1 - GENERAL INFORMATION**

### **1.1 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 and Additional Information: includes the certifications and additional information 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, the Electronic Payment Instruments, the Standing Offer Usage Report, and any other annexes.

### **1.2 Summary**

This request for standing offers (RFSO) cancels and supersedes previous RFSO number W0118-17D001/A dated 2016-04-27 with a closing of 2016-06-06 at 14:00 Central Daylight Time (CDT).

The Department of National Defence has a requirement for a Regional Individual Standing Offer for the supply and delivery of Bulk Sodium Chloride to the Canadian Forces Base (CFB) in Shilo, Manitoba. The period of the Standing Offer is for one (1) year on an "as and when required" basis from approximately July 15, 2016 to July 14, 2017.

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **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 \(2016-04-04\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### **2.1.1 SACC Manual Clauses**

[M0019T \(2007-05-25\)](#), Firm Price and/or Rates  
[M1004T \(2016-01-28\)](#), Condition of Material - Offer

### **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)** 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 [Manitoba](#).

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 copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (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) (<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 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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Acceptance of Electronic Payment Instruments 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 and additional information 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

- a) Ability to provide the goods as described in Annex "A", Requirement.
- b) Provision of pricing as per the instructions in Annex "B", Basis of Payment.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause [M0220T \(2016-01-28\)](#), Evaluation of Price - Offer

### 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.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

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## 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2.2 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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 the 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](#)

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(<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 (2016-04-04) 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 D. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: June 1 to August 31;
- 2nd quarter: September 1 to November 30;
- 3rd quarter: December 1 to February 29;
- 4th quarter: March 1 to May 31.

The data must be submitted to the Standing Offer Authority no later than 30 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 against the Standing Offer is from **approximately July 15, 2016 to July 14, 2017**.

### 6.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Standing Offer.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mr. Ashley Loxton  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 100-167 Lombard Avenue

Telephone: 204-510-9537

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Facsimile: 204-983-7796

E-mail address: [ashley.loxton@pwgsc-tpsgc.gc.ca](mailto:ashley.loxton@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: **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.

### 6.5.3 Offeror's Representative

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

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

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

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

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

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

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

### 6.6 Identified Users

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

### 6.7 Call-up Procedures

### 6.8 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](#).

### 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ **TBD** (Applicable Taxes included).

### 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ **TBD** ([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 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **6.11 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 \(2016-04-04\)](#), General Conditions - Standing Offers - Goods or Services;
- d) the Standard Instructions [2006 \(2016-04-04\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Report;
- h) Annex D, Electronic Payment Instruments;
- i) the Offeror's offer dated **TBD**.

#### **6.12 Certifications and Additional Information**

##### **6.12.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

#### **6.13 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 [Manitoba](#).

### **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**

[2029 \(2016-04-04\)](#), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

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Section (12) Interest on Overdue Accounts, of 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### 6.3 Term of Contract

#### 6.3.2 Delivery Date

Delivery must be made within **10** calendar days from receipt of a call-up against the Standing Offer.

The best delivery date that we can offer is (**Offeror insert#**) \_\_\_\_\_ calendar days from call-up.

### 6.4 Payment

H1001C (2008-05-12), Multiple Payments

#### 6.4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm price(s), as specified in Annex "B" for a cost of \$ **TBD**. 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 C6000C (2011-05-16), Limitation of Price

#### 6.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): **TBD**

### 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
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 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

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## 6.7 SACC Manual Clauses

[A9006C](#) (2011-05-16) Defence Contract  
[B7500C](#) (2006-06-16) Excess Goods

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## ANNEX "A"

### REQUIREMENT

The Department of National Defence has a requirement for a Regional Individual Standing Offer for the supply and delivery of Bulk Sodium Chloride to the Canadian Forces Base (CFB) in Shilo, Manitoba. The period of the Standing Offer is for one (1) year on an "as and when required" basis from approximately July 15, 2016 to July 14, 2017.

#### **Delivery (Shilo):**

All deliveries to Shilo are to be made Monday to Friday, 0830 - 1530 hours unless prior arrangements are made, details to be specified at the time of call-up.

All heavy industrial traffic must use the Main (South) gate for access to all DND property.

Deliveries to Shilo will be in 20 Metric Ton loads and must be blown in to storage pit.

#### **Consignee (Shilo):**

Shipment shall be consigned FOB including all delivery and offloading charges to:

Department of National Defence  
Water treatment Plant - Building M28  
Canadian Forces Base Shilo  
Shilo, Manitoba  
R0K 2A0

#### **Specifications:**

Sodium Chloride (NaCl), fine granulated salt vacuum, bulk form for the regeneration of sodium zeolite industrial potable water softeners, minimum 99.2% NaCl net salt dry basis and 99.2% NaCl soluble, maximum impurities; 0.6% Potassium chloride (KCl), 0.04% calcium chloride (CaCl<sub>2</sub>), 0.03% moisture (H<sub>2</sub>O), 0.03% calcium sulphate (CaSO<sub>4</sub>), 0.02% magnesium chloride (MgCl<sub>2</sub>), 0.03 PPM copper (Cu), 0.4PPM iron (Fe). Product to contain an anti-caking agent not to exceed 13.0 PPM. Maximum water insolubles 0.025% of total weight.

Acceptable percentage on mesh screen analysis as per US Standard Screen size are as indicated:

#### **Screen Size % Typical % Limit**

20 0 2 max.  
30 0 - 5  
40 30 - 50  
50 35 - 55  
60 5 - 20  
60 0 - 15 20 max.

#### **AWWA (American Water Works Association) B200-07**

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**ANNEX "B"**

**BASIS OF PAYMENT**

It is **MANDATORY** that Offerors submit firm, all inclusive prices/rates for the entire period of the Standing Offer Agreement.

**THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE OFFEROR'S FINANCIAL OFFER.**

Offerors shall provide offers as per unit of issue requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Offerors' offer shall be changed to reflect the quantities stated in the RFSO. The quantities specified below are provided for evaluation purposes only.

Rates must include all costs associated with providing the service in accordance with Annex "A" - Requirement. Firm All-Inclusive Rates must remain for the period of the Standing Offer Agreement, Prices include delivery, FOB Destination, and GST is extra. GST is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

Item	Description	Unit of Issue	Estimated Quantity	Unit Price	Extended Price
1	Sodium Chloride as per the specification in Annex A.	tonne	160	\$ _____	\$ _____
Total Evaluated Amount					\$ _____

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**ANNEX "C"**

**STANDING OFFER USAGE REPORT**

Return to:

Attention: Mr. Ashley Loxton  
Public Works and Government Services Canada  
Address: 100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6  
Email: [ashley.loxton@pwgsc-tpsgc.gc.ca](mailto:ashley.loxton@pwgsc-tpsgc.gc.ca)

**REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES**

Supplier: \_\_\_\_\_

Standing Offer #: \_\_\_\_\_

Department or Agency: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

- 1st quarter: June 1 to August 31;
- 2nd quarter: September 1 to November 30;
- 3rd quarter: December 1 to February 29;
- 4th quarter: March 1 to May 31.

Item No.	Call-Up/contract No. (Including Amendments) Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

Prepared By: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W0118-17D001/B  
Client Ref. No. - N° de réf. du client  
W0118-17D001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-5-38324

Buyer ID - Id de l'acheteur  
WPG201  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX “D” To PART 3 OF THE REQUEST FOR STANDING OFFERS**  
**ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI).