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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: 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 and the List of Products/Basis of Payment.

### **1.2 Summary**

- 1.2.1 Request for a Standing Offer for the supply and delivery of Instant Ocean sea salt (listed at Annex B) on an "as and when requested" basis to Fisheries and Oceans Canada laboratory located at Charlottetown, Prince Edward Island during the period from April 1, 2016 to March 31, 2018.

As per the Integrity Provisions under section 01 of Standard Instruction 2006, offerors must provide a list of owners and/or directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), 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>) 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](#) (2015/07/03) 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

SACC Reference	Section	Date
M0019T	Firm Price and/or Rates	2007/05/25
M1004T	Condition of Material – Offer	2016/01/28

### 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.

Due to the nature of the Request for Standing Offers, **transmission of offers by electronic mail to PWGSC will not be accepted.**

### 2.3 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 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 **Prince Edward Island**.

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: Financial Offer (1 copy)  
Section II: Certifications (1 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: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, List of Products/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.

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 II: 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

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

### 4.2 Financial Evaluation

**4.2.1** The evaluated cost/bid price will be based on the aggregate of all the extended prices for all of the line items detailed in Annex B – Basis of Payment.

SACC Manual Clause M0220T (2013/04/25), Evaluation of Price

### 4.3 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.

(Derived from – Provenant de: M0069T, 25/05/07)

## 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. 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.

## **5.1 Certifications Required with the Offer**

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

### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](#), 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 – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

### **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 ([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 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 General Conditions**

[2005](#) (2015/09/03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **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 April 1, 2016 to March 31, 2018.

#### **6.5 Authorities**

##### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Crystal Bysterveldt  
Title: A/Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
3 Queen Street  
Charlottetown, PEI  
C1A 4A2

Telephone: (902) 940-7122  
Facsimile: (902) 566-7514  
E-mail address: [crystal.bysterveldt@pwgsc-tpsgc.gc.ca](mailto:crystal.bysterveldt@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 (Offeror please complete)

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:

Fisheries and Oceans Canada Laboratory  
Charlottetown, PEI

### 6.7 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.

### 6.8 Limitation of Call-ups

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

### 6.9 Financial Limitation – Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$86,000.00 (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 2 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.

*(Derived from - Provenant de: M4506C, 2013/04/25 )*

## 6.10 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](#) (2015/09/03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A; (2015/09/03), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_.

## 6.11 Certifications

### 6.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

## 6.12 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 **Prince Edward Island**.

## 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](#) (2015/09/03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2015/09/03), General Conditions - Goods (Medium Complexity) 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

##### **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 a firm unit price(s), as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

*(Derived from - Provenant de: C0207C, 2013/04/25 )*

#### 6.4.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011/05/16) Limitation of Price

#### 6.4.3 Method of Payment

SACC Reference	Section	Date
H1001C	Multiple Payments	2008/05/12

### 6.5 Payment by Credit Card

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

### 6.6 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. 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.

*(Derived from - Provenant de: H5001C, 2008/12/12 )*

## 6.7 SACC Manual Clauses

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

## 6.8 Shipping Instructions - FOB Destination

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination Department of Fisheries & Oceans, 93 Mount Edward Road, Charlottetown, Prince Edward Island including all delivery charges and customs duties and Applicable Taxes.

*(Derived from - Provenant de: D4002C, 2013/04/25 )*

## **ANNEX "A"**

### **REQUIREMENT**

Instant Ocean sea salt, 200 Gal Box (NOTE: price to include shipping!)

NO SUBSTITUTIONS: Our marine animals are currently housed in salt water prepared with INSTANT OCEAN, and even though another product may claim to be the same there are minute differences that could affect the animals and their environment. When conducting experiments, it is necessary to keep this constant.

NOTE: pricing per box (200 Gal) of Instant Ocean and shipping per pallet (40 boxes). Minimum order is a pallet of 40 boxes.

Due to storage limitations at the Fisheries and Oceans Canada laboratory, the goods will be purchased over the life of the standing offer.

Standing Offer Period: From April 1, 2016 to March 31, 2018. Call-ups requirements will be issued on a "as needed basis" during that period.

The main delivery point shall be at the Fisheries and Oceans Canada laboratory, 93 Mount Edward Road, Charlottetown, PEI between 8:00am – 4:00pm AST.

Each call-up is a separate contract and the shipment of deliverables for each call-up must be packaged separately.

A packing slip indicating the Standing Offer number, the call-up number, the shipping date, quantity(ies), unit(s) and part number of deliverables must be included with each shipment. Packing slips will NOT be treated as invoices, a separate invoice MUST be forwarded to the requesting party for payment.

Packaging and shipping is to be in accordance with the industry standard for the applicable items in order to ensure their safe arrival at destination. All items shall remain the responsibility of the Offeror until delivered and accepted by the Designated User. Costs associated with damage in transit to the destination will be borne by the Offeror.

**ANNEX "B"**

**BASIS OF PAYMENT**

The firm unit price must be an all inclusive price, in accordance with Annex "A" - Statement of Requirement, in Canadian funds including Canadian customs duties, excise taxes, F.O.B. destination, including all delivery charges specified. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is not included.

**1.0 STANDING OFFER YEAR 1 - (April 1, 2016 to March 31, 2017)**

Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Boxes (200 Gal) of Instant Ocean and shipping per pallet (40 boxes).  Price to include the cost of delivery.	box	800	\$	\$
<b>Estimated Firm Requirement Cost</b>			<b>\$</b>		

**2.0. STANDING OFFER YEAR 2 - (April 1, 2017 to March 31, 2018)**

Item	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Boxes (200 Gal) of Instant Ocean and shipping per pallet (40 boxes).  Price to include the cost of delivery.	box	800	\$	\$
<b>Estimated Firm Requirement Cost</b>			<b>\$</b>		

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

