

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

**PWGSC/TPSGC Acquisitions Bid**  
**Receiving/Réception des Soumissions**  
**126 Prince William Street/**  
**126, rue Prince William**  
**Suite 14B**  
**Saint John**  
**New Brunswick**  
**E2L 2B6**  
**Bid Fax: (506) 636-4376**

## 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**

Saint John, NB (STJ)  
126 Prince William Street/  
126, rue Prince William  
Suite 14B  
Saint John  
New Bruns  
E2L 2B6

<b>Title - Sujet</b> RMSO Rotary Screw Traps	
<b>Solicitation No. - N° de l'invitation</b> EC095-190003/A	<b>Date</b> 2019-10-07
<b>Client Reference No. - N° de référence du client</b> EC095-190003	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STJ-005-4471
<b>File No. - N° de dossier</b> STJ-9-42036 (005)	<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 2019-11-19</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> Lomax (STJ), Sandra	<b>Buyer Id - Id de l'acheteur</b> stj005
<b>Telephone No. - N° de téléphone</b> (506)639-8503 ( )	<b>FAX No. - N° de FAX</b> (506)636-4376
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA Various as per Call-ups 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**

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

## Request for Standing Offers Template (RFSO)

### TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS) .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS .....	4
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	6
2.5 APPLICABLE LAWS .....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES.....	8
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	9
<b>PART 6 - INSURANCE REQUIREMENTS .....</b>	<b>10</b>
6.1 INSURANCE REQUIREMENTS .....	10
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>10</b>
<b>A. STANDING OFFER .....</b>	<b>10</b>
7.1 OFFER.....	10
7.2 STANDARD CLAUSES AND CONDITIONS.....	10
7.3 TERM OF STANDING OFFER .....	10
7.4 AUTHORITIES .....	11
7.5 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	12
7.6 IDENTIFIED USERS .....	12
7.7 CALL-UP INSTRUMENT .....	12
7.8 LIMITATION OF CALL-UPS .....	12
7.9 FINANCIAL LIMITATION - TOTAL .....	13
7.10 PRIORITY OF DOCUMENTS .....	13
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
7.12 APPLICABLE LAWS .....	13
7.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	14
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
7.1 REQUIREMENT .....	14
7.2 STANDARD CLAUSES AND CONDITIONS.....	14
7.3 TERM OF CONTRACT .....	14

Solicitation No. - N° de l'invitation  
EC095-190003/A  
Client Ref. No. - N° de réf. du client  
EC095-190003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STJ-9-42036

Buyer ID - Id de l'acheteur  
STJ005  
CCC No./N° CCC - FMS No./N° VME

---

7.4	PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	14
7.5	PAYMENT .....	15
7.6	INVOICING INSTRUCTIONS .....	16

  

ANNEX "A"	BASIS OF PAYMENT
ANNEX "B"	MANDATORY TECHNICAL CRITERIA
ANNEX "C"	SPECIFICATIONS
ANNEX "D"	COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR

## **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 Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

Request a Regional Master Standing Offer for the supply and delivery of "Rotary Screw Traps". Individual call-ups shall be made on an as and when requested basis by the Department of Fisheries and Oceans and Parks Canada during the period of one year from date of award with an option to extend for two additional one year periods. The goods must be provided in accordance with the Specification attached at Annex "C"

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 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.

### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

## 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](#) (2019/03/04) 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

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

### 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 in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

[TSPGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TSPGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

PWGSC Acquisitions, Bid Receiving  
126 Prince William Street  
Saint John, NB E2L 2B6

Email: [TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Facsimile number: (506) 636-4376

## 2.3 Former Public Servant

### Former Public Servant - Competitive - Offer

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the

[Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** ( ) **NO** ( )

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

*(Derived from - Provenant de: M3025T, 2016/01/28 )*

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 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.

## 2.5 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 **New Brunswick**

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copies)  
Section II: Financial Offer (1 hard copies)  
Section III: Certifications (1hard copies)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

#### 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 A, Basis of Payment.

### **3.1.1 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.

#### **4.1.1 Technical Evaluation**

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

(Mandatory Technical Criteria as specified in Annex "B ")

#### **4.1.2 Financial Evaluation**

Offerors will be evaluated on the basis of the lowest overall Total Estimated Amount in Canadian dollars, the Harmonized Sales Tax (HST) excluded. The Total Evaluated Price will be calculated using the estimated usage figures on the Pricing Schedule (See Annex "A"). Offerors are required to bid on all line items in the Pricing Schedule or their offer may be considered non-responsive

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 and meet all mandatory technical evaluation criteria 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: M0032T, 2014/11/27 )*

## 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.

### 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

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

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

### **5.2.3 Workers Compensation Certification - Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 5 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

*(Derived from - Provenant de: A0285T, 2012/07/16 )*

## **PART 6 - INSURANCE REQUIREMENTS**

### **6.1 Insurance Requirements**

SACC Manual clause G1005C (2016/01/28) Insurance – No Specific Requirement

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

The Offeror offers to fulfill the requirement in accordance with the Specification at Annex "D".

#### **7.2 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.

##### **7.2.1 General Conditions**

2005 (2017/06/21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.3 Term of Standing Offer**

##### **7.3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is one year from date of award.

---

### 7.3.2 Option to Extend the Standing Offer

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment

## 7.4 Authorities

### 7.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sandra Lomax  
Title: Supply Officer  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting  
Address: 126 Prince William Street  
Saint John, New Brunswick  
E2L 2B9  
Telephone: (506) 639-8503  
Facsimile: (506) 851-6759  
E-mail address: sandra.lomax@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.

### 7.4.2 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.

### 7.4.3 Offeror's Representative (Offeror please complete)

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

## 7.5 Proactive Disclosure of Contracts with Former Public Servants

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

*(Derived from - Provenant de: A3025C, 2013/03/21 )*

## 7.6 Identified Users

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

Department of National Defence  
Parks Canada

## 7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

## 7.9 Financial Limitation - Total

The total cost to Canada against the Standing Offer must not exceed the sum of \$300,000.00 (Applicable Taxes excluded) unless otherwise resulting from call ups 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 )*

## 7.10 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 (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) 2006 (2019/03/04) Standard Instructions - Request for Standing Offers - Goods or Service;
- e) Annex D, Specification;
- f) Annex A, Basis Of Payment;
- g) Any amendment issued or any allowable offer revision received before the date and time set for solicitation closing;
- h) the Offeror's offer dated \_\_\_\_\_

## 7.11 Certifications and Additional Information

### 7.11.1 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.

### 7.11.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25

## 7.12 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 **New Brunswick**

### **7.13 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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.

### **7.1 Requirement**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

2010A (2018/06/21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

#### **7.3.2 Delivery Date**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

## 7.5 Payment

### 7.5.1 Basis of Payment

#### Basis of Payment: Firm unit Prices(s)

Refer to "Annex A" "Basis of Payment"

#### Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred for Customs, Duties and delivery. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

### 7.5.2 Limitation of Price

SACC Manual clause C6000C (2017/08/17) Limitation of price

### 7.5.3 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

### 7.5.4 SACC Manual Clauses

SACC Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007/11/30
C0604C	Price Adjustment – Metals	2010-01-11

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

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

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



---

## 7.6 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 )*

## 7.7 Shipping Instructions - FOB Destination and DDP

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

FOB Destination Parks Canada and Department of Fishers and Oceans including all delivery charges and customs duties and Applicable Taxes.

Solicitation No. - N° de l'invitation  
EC095-190003/A  
Client Ref. No. - N° de réf. du client  
EC095-190003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STJ-9-42036

Buyer ID - Id de l'acheteur  
STJ005  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "A"**

### **BASIS OF PAYMENT**

The following requirement must be strictly adhered to: **Failure to do so shall render the bidder's proposal as non-responsive.**

It is mandatory that the bidders submit firm rates for the Period of the Service Contract for all items listed hereafter. Unit Price Tables, will be considered as the bidder's Financial Proposal.

Each item specified in the Unit Price Tables, includes wages, traveling time and costs, allowances, supervision, liabilities as employer, insurance, and the use of all tools, tackle, etc., overhead, profit, and all other liabilities whatsoever.

The prices inserted in the Unit Price Tables, includes all applicable federal, provincial and municipal taxes. However, they do not include any amount for the Goods and Services Tax (GST)/Harmonized Sales Tax (HST). The appropriate GST/HST amounts will be paid by Her Majesty to the Offeror in addition to the amount paid against the amount of the contract.

Solicitation No. - N° de l'invitation  
EC095-190003/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
STJ005

CCC No./N° CCC - FMS No./N° VME  
STJ-9-42036

Client Ref. No. - N° de réf. du client  
EC095-190003

File No. - N° du dossier  
STJ-9-42036

EC095-190003

The estimated quantity entered in column four for each item is an estimate only for service as and when required and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.

NOTE: TENDERS WILL BE EVALUATED ON THE TOTAL BID FOR THE FIRST TERM OF THE CONTRACT PLUS THE OPTION YEARS. HOWEVER, ANY CONTRACT AWARD WILL BE FOR THE TERM OF 1st year.

		A		B		C	
		Term		Option Year		Option Year	
		1 <sup>st</sup> year		2 <sup>nd</sup> year		3 year	
Item	Class of Service	Unit of Measure	Estimated Quantity	Price Per Unit	Total	Price Per Unit	Total
1.	Rotary Screw Fish Trap	per	4				
2.	*Other Direct Expenses Customs, Duties and Delivery		Allowance	Mark-up 0%		Mark-up 0%	

Total For First Term and Option Years

GRAND TOTAL FOR FIRST TERM AND OPTION YEARS	\$	A, B and C
---	----	------------

Notes:

\*Other Direct Expenses

These items will be paid at cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

---

## **ANNEX "B"**

### **MANDATORY TECHNICAL CRITERIA**

The complete specifications and/or descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive

Any proposal which fails to meet all mandatory requirements will be deemed non-responsive. Each requirement should be addressed separately.

#### **Standard 5' Rotary Screw Trap**

- Standard 5' Rotary Screw Trap with 4 blade cone covered in 18 gauge perforated stainless steel (maximum 5/32"),
- 16 to 18' long x 22 to 24" wide pontoons,
- clean out doors on the drum,
- 40" wide x 50-58" long x 22" deep livebox with self-propelled cleaning apparatus, and specialized trailer
- Provide previous examples (e.g., pictures, drawings, testimonials) of all outlined specifications must be provided.

#### **SPECIFICS:**

Rotary Screw Trap materials shall be composed of and sized to be durable against forces produced by water velocities up to 3.6m/sec (often under increased pressure by floating debris). All bearing surfaces shall be fitted with stainless steel wear sleeves to minimize wear of shafts. All walking surfaces shall have a non-slip surface made of aluminum for durability. All bolts and nuts shall be of stainless steel. Nylock nuts shall be used to prevent unintended loosening. There shall be no grease used in bearings to avoid inadvertent contact with fish and water contamination.

#### **Cone:**

The central trapping cone shall have perforated stainless steel screen on the outside of the barrel; 5' diameter in front; 24" diameter opening in the rear. The barrel of the cone shall be supported by a central shaft, centered, with struts that extend from the shaft to the barrel. Aluminum Helical fins (4) shall be fitted inside the barrel to make the barrel rotate around its center shaft (self-propelled). The covering of the trapping cone shall be of durable stainless steel perforated screen with hole size (maximum 5/32") sufficient to:

- 1) prevent impingement of fish > 35mm in length, and
- 2) pass thru the amount of water sampled by its cross-sectional area resulting in no hydraulic bubble developing at the mouth of the cone.

All surfaces inside the cone (and livebox) shall be smooth to prevent injury to captured fish i.e., all internal surfaces need to be sanded free of welding splatter and sharp edges to protect juvenile salmonids from descaling and injury. There shall be no gaps between the helical fins and the stainless perforated sheet covering the cone that would allow impingement or injury to fish. The upstream end of the trapping cone shall be painted dark to prevent trap avoidance by fish approaching the cone. The cone needs to be fitted with debris clean-out doors (minimum 2) fitted to the tapered section of the cone to facilitate cleaning out debris (e.g., sticks, logs, root systems, wildlife) deep in the cone. Each door will have a continuous hinge and stainless steel latches for closure. The cone should have a strategy to stop it from turning for times when trapping fish is not desired or to perform maintenance.

**Pontoons:**

Based on the planned trap placements, the acceptable size range for the aluminum pontoons are between 16 and 18 feet long and between 22 and 24 inches wide. There shall be sufficient floatation (i.e., polystyrene foam) in the pontoons to allow the trap to efficiently operate at water velocities up to 3.6m/sec. Each pontoon is to be fitted with a boat cleat where it will not present a tripping hazard.

**A-frame/beam:**

The lifting frame (controlling the height of the collection cone) must be a solid construction to prevent warping when cone is under high water/debris pressure. Lifting frame must be fitted with a minimum 1200 lb capacity winch with ¼" 7000lb aircraft cable lifting the cone to stop the cone from turning.

**Livebox:**

The livebox shall have a holding volume of at least 0.5 cubic meters of water for captured fish and adequate flow to keep fish alive while holding at least 72 hours, and be constructed of a minimum 1/8" thick aluminum. The live well shall have a perforated screen at rear to improve water flow within the box while still providing refugia. The rear screen on the livebox shall have hole sizes small enough to prevent fish impingement, a maximum of 3/32" diameter and be constructed of a minimum of 18 gauge stainless steel. The livebox is required to be fitted with a debris removal system which needs to be self-powered, self-cleaning, not injure fish, and with seals adequate to prevent the escape of fish >35 mm in length. As a result of collection experience, the automatic cleaning feature is a mandatory requirement for traps placed in most Atlantic Canadian rivers, particularly in the fall. This feature prevents the trap from becoming plugged full of fallen leaves and other debris. Without this feature fish mortalities increase, which is unacceptable, particularly when assessing endangered salmon stocks.

**Safety features:**

There shall be; (1) aluminum safety guards around moving parts, including the rear end of the cone shaft where the cone meets the livebox, an area where human hands frequent, (2) aluminum safety handrails within easy grasp of technicians on the trap, and (3) and aluminum kick plates around the cone to prevent feet from engaging the cone.

---

## ANNEX "C"

### SPECIFICATIONS

The purchase of Rotary Screw Traps are for salmon assessment activities and in several locations where Atlantic salmon are designated as endangered by the Committee on the Status of Endangered Wildlife in Canada (COSEWIC) and, in certain regions, protected under the Species at Risk Act. These specifications are required for safe operation of the equipment by trained staff, minimal potential harm to a federally listed endangered population of Atlantic Salmon, and to maintain consistent, reliable, and accurate data collection which is imperative for subsequent analysis and reporting of population dynamics within DFO.

#### GENERAL DESCRIPTION:

Standard 5' Rotary Screw Trap with 4 blade cone covered in 18 gauge aluminum perforated mesh (maximum 5/32"), 16 to 18' long x 22 to 24" wide pontoons, clean out doors on the drum, 40" wide x 50-58" long x 22" deep livebox with self-propelled cleaning apparatus, and specialized trailer.

#### SPECIFICS:

Rotary Screw Trap materials shall be composed of and sized to be durable against forces produced by water velocities up to 3.6m/sec (often under increased pressure by floating debris). All bearing surfaces shall be fitted with stainless steel wear sleeves to minimize wear of shafts. All walking surfaces shall have a non-slip surface made of aluminum for durability. All bolts and nuts shall be of stainless steel. Nylock nuts shall be used to prevent unintended loosening. There shall be no grease used in bearings to avoid inadvertent contact with fish and water contamination.

#### Cone:

The central trapping cone shall have perforated stainless steel screen on the outside of the barrel; 5' diameter in front; 24" diameter opening in the rear. The barrel of the cone shall be supported by a central shaft, centered, with struts that extend from the shaft to the barrel. Aluminum Helical fins (4) shall be fitted inside the barrel to make the barrel rotate around its center shaft (self-propelled). The covering of the trapping cone shall be of durable stainless steel perforated screen with hole size (maximum 5/32") sufficient to:

- 1) prevent impingement of fish > 35mm in length, and
- 2) pass thru the amount of water sampled by its cross-sectional area resulting in no hydraulic bubble developing at the mouth of the cone.

All surfaces inside the cone (and livebox) shall be smooth to prevent injury to captured fish i.e., all internal surfaces need to be sanded free of welding splatter and sharp edges to protect juvenile salmonids from descaling and injury. There shall be no gaps between the helical fins and the stainless perforated sheet covering the cone that would allow impingement or injury to fish. The upstream end of the trapping cone shall be painted dark to prevent trap avoidance by fish approaching the cone. The cone needs to be fitted with debris clean-out doors (minimum 2) fitted to the tapered section of the cone to facilitate cleaning out debris (e.g., sticks, logs, root systems, wildlife) deep in the cone. Each door will have a continuous hinge and stainless steel latches for closure. The cone should have a strategy to stop it from turning for times when trapping fish is not desired or to perform maintenance.

**Pontoons:**

Based on the planned trap placements, the acceptable size range for the aluminum pontoons are between 16 and 18 feet long and between 22 and 24 inches wide. There shall be sufficient floatation (i.e., polystyrene foam) in the pontoons to allow the trap to efficiently operate at water velocities up to 3.6m/sec. Each pontoon is to be fitted with a boat cleat where it will not present a tripping hazard.

**A-frame/beam:**

The lifting frame (controlling the height of the collection cone) must be a solid construction to prevent warping when cone is under high water/debris pressure. Lifting frame must be fitted with a minimum 1200 lb capacity winch with ¼" 7000lb aircraft cable lifting the cone to stop the cone from turning.

**Livebox:**

The livebox shall have a holding volume of at least 0.5 cubic meters of water for captured fish and adequate flow to keep fish alive while holding at least 72 hours, and be constructed of a minimum 1/8" thick aluminum. The live well shall have a perforated screen at rear to improve water flow within the box while still providing refugia. The rear screen on the livebox shall have hole sizes small enough to prevent fish impingement, a maximum of 3/32" diameter and be constructed of a minimum of 18 gauge steel. The livebox is required to be fitted with a debris removal system which needs to be self-powered, self-cleaning, not injure fish, and with seals adequate to prevent the escape of fish >35 mm in length. As a result of collection experience, the automatic cleaning feature is a mandatory requirement for traps placed in most Atlantic Canadian rivers, particularly in the fall. This feature prevents the trap from becoming plugged full of fallen leaves and other debris. Without this feature fish mortalities increase, which is unacceptable, particularly when assessing endangered salmon stocks.

**Safety features:**

There shall be; (1) aluminum safety guards around moving parts, including the rear end of the cone shaft where the cone meets the livebox, an area where human hands frequent, (2) aluminum safety handrails within easy grasp of technicians on the trap, and (3) and aluminum kick plates around the cone to prevent feet from engaging the cone.

Solicitation No. - N° de l'invitation  
EC095-190003/A  
Client Ref. No. - N° de réf. du client  
EC095-190003

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STJ-9-42036

Buyer ID - Id de l'acheteur  
STJ005  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX “D”**

**COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR**

Complete Legal Name of Supplier: \_\_\_\_\_

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

Supplier Procurement Business Number (PBN): \_\_\_\_\_

**NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES**

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.