



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

**PWGSC/TPSGC Acquisitions Bid Receiving  
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100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759**

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

National Master Standing Offer (NMSO)  
Offre à commandes principale et nationale (OCPN)

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**  
Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
E1C 1H1

<b>Title - Sujet</b> RISO Fish Feed, Atlantic Salmon RISO Fish Feed, Atlantic Salmon	
<b>Solicitation No. - N° de l'invitation</b> F5220-200397/B	<b>Date</b> 2021-08-09
<b>Client Reference No. - N° de référence du client</b> F5220-200397	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-042-6031
<b>File No. - N° de dossier</b> MCT-1-44001 (042)	<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> Atlantic Daylight Saving Time ADT <b>on - le 2021-08-26</b> Heure Avancée de l'Atlantique HAA	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Stockman (MCT), Sonia	<b>Buyer Id - Id de l'acheteur</b> mct042
<b>Telephone No. - N° de téléphone</b> (506)961-7412 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS MACTAQUAC BIODIVERSITY FACILITY 114 FISH HATCHERY LANE FRENCH VILL YORK CO New Brunswick E3E2C6 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 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>

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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 Statement of Requirement the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

**1.2.1** The Department of Fisheries and Oceans, Maritimes Region, requires standing offers for the supply and delivery of fish feed for Atlantic Salmon in various sizes ranging from starter crumbles to 10.5mm broodstock feed.

Contractor must deliver material to Mactaquac Biodiversity Facility (114 Fish Hatchery Lane, French Village, NB E3E 2C6) or Coldbrook Biodiversity Facility (1420 Fish Hatchery Road, Hwy #1, Coldbrook, NS B4R 1B6)

**1.2.2** 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>) 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](#) (2020/05/28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 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.

PWGSC Acquisitions, Bid Receiving Box  
1st Floor, Suite 1212  
100-1045 Main Street  
Moncton, NB E1C 1H1

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) 851-6759

## 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.

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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: 2019-01](#) 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.

### **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.

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## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## 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 (1 hard 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.

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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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".

##### **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.

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**

Mandatory Technical Criteria as specified in Annex "C "

#### **4.1.2 Financial Evaluation**

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

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection - Multiple Items**

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 on a *Group of items basis (Group B1, Group B2, Group B3)* will be recommended for issuance of a standing offer.

A maximum of three (3) standing offers will be issued.

### **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 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 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/canada-labour/s) 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.

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

N/A

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.1 There is no security requirement applicable to the Standing Offer.

#### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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### 7.3.1 General Conditions

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

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from contract award to March 31, 2024, including option years if exercised.

#### 7.4.2 Delivery Points

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

### 7.5 Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sonia Stockman  
Title: Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, 4<sup>th</sup> Floor  
Moncton, New Brunswick  
E1C 1H1  
Telephone: (506) 961-7412  
Facsimile: (506) 851-6759  
E-mail address: sonia.stockman@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.

#### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: **(to be completed on award the standing offer)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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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.

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

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

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

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

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

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

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

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

### 7.6 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: \_\_\_\_\_. (to be completed on award the standing offer)

### 7.8 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.

### 7.9 Limitation of Call-ups

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

### 7.10 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$100,000.00 (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 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.

### 7.11 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](#) (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2020/05/28), General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_

### 7.12 Certifications and Additional Information

#### 7.12.1 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.

### 7.13 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 **New Brunswick**.

### 7.14 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 Statement of 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](#) (2020/05/28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

Delivery should be made as per Annex A of 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 7.5 Payment

### 7.5.1 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 price as specified in "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.

### 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 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. 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.

## 7.7 Insurance

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

## 7.8 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11
B7500C	Excess Goods	2006/06/16

## 7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## 7.10 Shipping Instructions - FOB Destination and DDP

Goods must be consigned and delivered to the destination specified in the contract:  
FOB Destination as per Annex "A" including all delivery charges and customs duties and Applicable Taxes.

## **ANNEX “A” STATEMENT OF REQUIREMENT**

### **1. Background**

The Department of Fisheries and Oceans, Maritimes Region, requires standing offers for the supply and delivery of fish feed for Atlantic Salmon in various sizes ranging from starter crumbles to 10.5mm broodstock feed and fish oil

### **2. Objective**

To establish standing offers for the supply and delivery of fish oil and fish feed for Atlantic Salmon to Mactaquac Biodiversity Facility and Coldbrook Biodiversity Facility. This will be for the period of the standing offer on an 'as and when required' basis, according to the terms and conditions detailed herein.

### **3. Shipping Requirements**

Contractor must deliver material to Mactaquac Biodiversity Facility (114 Fish Hatchery Lane, French Village, NB E3E 2C6) or Coldbrook Biodiversity Facility (1420 Fish Hatchery Road, Hwy #1, Coldbrook, NS B4R 1B6) within seven business days of receipt of call-up, any delay in delivery should be communicated to the manager. If the delay is deemed unacceptable, the manager may decide to fulfill any undeliverables outside the standing offer. Deliveries should be made between 9:00 and 15:00, Monday to Friday unless other arrangements are made. There is a forklift and one staff member onsite to assist with unloading.

A packing slip indicating the Standing Offer number, call-up number, shipping date, quantities, units 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 are 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.

### **4. Material**

Fish feed must be suited to Atlantic Salmon and packaged in a dry, extruded formulation with its principle protein and fat sources being from fish meal and fish oil sources.

The principal protein and lipid components must be derived entirely from fish meal and fish oil, with total lipid levels and protein content as in Table 1.

Soy-based products (meal or oil) must not be used as ingredients for the feeds.

Feed must be supplied in sealed bags having a maximum weight of 25 kg.

All feeds must meet or exceed minimum nutritional requirements as provided in the National Research Council publication, Nutritional Requirements of Fish, 1993. The “Nutritional Requirements of Fish, 1993” is located free online at:

[http://journals.cambridge.org/download.php?file=%2FPNS%2FPNS52\\_03%2FS002966519300059Xa.pdf&code=a00b9639e0b2e65715bc15f69c7fae16](http://journals.cambridge.org/download.php?file=%2FPNS%2FPNS52_03%2FS002966519300059Xa.pdf&code=a00b9639e0b2e65715bc15f69c7fae16)

## Fish Feed Categories and Mandatory requirements

### Group B1

Item	Feed Size	Feed Form	Protein Content %	Fat Content %	Other req's
1	Fish Oil	Oil		99	
2	0.5gr	Crumble	53-55	15-18	
3	0.7gr	Crumble	52-55	16-20	
4	1.0gr	Crumble	52-55	18-20	
5	1.5mm	Pellet	50-53	18-22	
6	2.0mm	Pellet	48-50	22-24	
7	3.0mm	Pellet	48-50	22-24	
8	4.0mm	Pellet	48-50	20-24	
9	6.0mm	Pellet	45-48	20-22	Broodstock Formulation with Iodine, and other salts required for freshwater Atlantic Salmon spawners

### Group B2

Item	Feed Size	Feed Form	Protein Content %	Fat Content %	Other req's
1	0.3gr	Crumble	53-55	15-18	
2	0.5gr	Optimum starter	53-56	15-18	
3	0.7gr	Optimum starter	53-55	16-18	
4	1.0mm	Pellet	52-54	18-20	
5	1.2mm	Pellet	50-53	18-22	
6	9mm	Pellet	48-50	20-25	Atlantic Salmon Freshwater Broodstock Formula

### Group B3

Item	Feed Size	Feed Form	Protein Content %	Fat Content %	Other req's
1	1.8mm	Pellet	50-51	18-19	
2	5.5mm	Pellet	45-48	20-22	Atlantic Salmon Freshwater Broodstock Formula
3	8mm	Pellet	48-50	20-25	Atlantic Salmon Freshwater Broodstock Formula
4	10.5mm	Pellet	48-50	20-25	Atlantic Salmon Freshwater Broodstock Formula

## ANNEX "B" - BASIS OF PAYMENT

The firm unit price must be in accordance with Annex "A" –Statement of Requirement. Prices must be in Canadian funds and must include Canadian customs duties, excise taxes, F.O.B. destination, including all delivery charges specified. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is extra.

**Please Note: Quantities are estimates and are to be used for evaluation purposes only. Orders will be placed on an "as and when requested" basis.**

The offeror must provide a price for each and every item and be able to supply 100% of the items in **GROUP B.1 -and/or in Group B.2 and/or Group B.3**. Offers can be submitted for each of the Groups, Group B.1 **and/or** Group B.2 **and/or** Group B.3. It is not mandatory offerors bid on all Groups **but must bid on all items in the selected Group**. A Standing Offer will be awarded to the lowest aggregate bid, for all items in initial year and option years in Group B.1 **and/or** Group B.2 **and/or** Group B.3. If the same offeror is the lowest aggregate bidder on more than one Group, the offeror will be awarded the standing offer for that group. An offeror may be awarded more than one standing offer if they are lowest in more than one group. A maximum of three (3) standing offers will be awarded.

Effective From date of Standing Offer issuance to March 31, 2022					
Group B1-Table- 1					
Item	Feed Size	Feed Form	Cost/KG	Estimated Quantity (kg)	Extended Total Price
1	Fish Oil	Oil	\$	28	\$
2	0.5gr	Crumble	\$	25	\$
3	0.7gr	Crumble	\$	25	\$
4	1.0gr	Crumble	\$	250	\$
5	1.5mm	Pellet	\$	25	\$
6	2.0mm	Pellet	\$	800	\$
7	3.0mm	Pellet	\$	1650	\$
8	4.0mm	Pellet	\$	4250	\$
9	6.0mm	Pellet	\$	4500	\$
Sub Total Group B1-Table- 1					

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OPTION YEAR 1- April 01, 2022 to March 31, 2023					
Group B1- Table 2					
Item	Feed Size	Feed Form	Cost/KG	Estimated Quantity (kg)	Extended Total Price
1	Fish Oil	Oil	\$	28	\$
2	0.5gr	Crumble	\$	25	\$
3	0.7gr	Crumble	\$	25	\$
4	1.0gr	Crumble	\$	250	\$
5	1.5mm	Pellet	\$	25	\$
6	2.0mm	Pellet	\$	800	\$
7	3.0mm	Pellet	\$	1650	\$
8	4.0mm	Pellet	\$	4250	\$
9	6.0mm	Pellet	\$	4500	\$
Sub-Total Group B1-Table- 2					
OPTION YEAR 2- April 01, 2023 to March 31, 2024					
Group B1- Table 3					
Item	Feed Size	Feed Form	Cost/KG	Estimated Quantity (kg)	Extended Total Price
1	Fish Oil	Oil	\$	28	\$
2	0.5gr	Crumble	\$	25	\$
3	0.7gr	Crumble	\$	25	\$
4	1.0gr	Crumble	\$	250	\$
5	1.5mm	Pellet	\$	25	\$
6	2.0mm	Pellet	\$	800	\$
7	3.0mm	Pellet	\$	1650	\$
8	4.0mm	Pellet	\$	4250	\$
9	6.0mm	Pellet	\$	4500	\$
Sub-Total Group B1-Table- 3					\$
<b>Total</b> (Group B1-Table- 1) + (Group B1-Table- 2) + (Group B1-Table- 3)					<b>\$</b>

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Effective From date of Standing Offer issuance to March 31, 2022					
Group B2-Table- 1					
Item	Feed Size	Feed Form	Cost/KG	Estimated Quantity (kg)	Extended Total Price
1	0.3gr	Crumble	\$	25	\$
2	0.5gr	Optimum starter	\$	25	\$
3	0.7gr	Optimum starter	\$	40	\$
4	1.0mm	Pellet	\$	725	\$
5	1.2mm	Pellet	\$	225	\$
6	9mm	Pellet	\$	850	\$
Sub Total Group B2-Table- 1					
OPTION YEAR 1- April 01, 2022 to March 31, 2023					
Group B2-Table- 2					
Item	Feed Size	Feed Form	Cost/KG	Estimated Quantity (kg)	Extended Total Price
1	0.3gr	Crumble	\$	25	\$
2	0.5gr	Optimum starter	\$	25	\$
3	0.7gr	Optimum starter	\$	40	\$
4	1.0mm	Pellet	\$	725	\$
5	1.2mm	Pellet	\$	225	\$
6	9mm	Pellet	\$	850	\$
Sub Total Group B2-Table- 2					
OPTION YEAR 2- April 01, 2023 to March 31, 2024					
Group B2-Table- 3					
Item	Feed Size	Feed Form	Cost/KG	Estimated Quantity (kg)	Extended Total Price
1	0.3gr	Crumble	\$	25	\$
2	0.5gr	Optimum starter	\$	25	\$
3	0.7gr	Optimum starter	\$	40	\$
4	1.0mm	Pellet	\$	725	\$
5	1.2mm	Pellet	\$	225	\$
6	9mm	Pellet	\$	850	\$
Sub Total Group B2-Table- 1					
<b>Total</b> (Group B2-Table- 1) + (Group B2-Table- 2) + (Group B2-Table- 3)					\$

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Effective From date of Standing Offer issuance to March 31, 2022					
Group B3-Table- 1					
Item	Feed Size	Feed Form	Cost/KG	Estimated Quantity (kg)	Extended Total Price
1	1.8mm	Pellet	\$	25	\$
2	5.5mm	Pellet	\$	2750	\$
3	8mm	Pellet	\$	200	\$
4	10.5mm	Pellet	\$	75	\$
Sub Total Group B3-Table- 1					
OPTION YEAR 1- April 01, 2022 to March 31, 2023					
Group B3-Table- 2					
Item	Feed Size	Feed Form	Cost/KG	Estimated Quantity (kg)	Extended Total Price
1	1.8mm	Pellet	\$	25	\$
2	5.5mm	Pellet	\$	2750	\$
3	8mm	Pellet	\$	200	\$
4	10.5mm	Pellet	\$	75	\$
Sub Total Group B3-Table-2					
OPTION YEAR 2- April 01, 2023 to March 31, 2024					
Group B3-Table- 3					
Item	Feed Size	Feed Form	Cost/KG	Estimated Quantity (kg)	Extended Total Price
1	1.8mm	Pellet	\$	25	\$
2	5.5mm	Pellet	\$	2750	\$
3	8mm	Pellet	\$	200	\$
4	10.5mm	Pellet	\$	75	\$
Sub Total Group B3-Table-3					
<b>Total</b> (Group B3-Table- 1) + (Group B3-Table- 2) + (Group B3-Table- 3)					\$

**ANNEX “C”– TECHNICAL EVALUATION CRITERIA**

**MANDATORY REQUIREMENTS:**

Bids MUST meet the mandatory requirements specified below. To demonstrate that all requirements of the technical specifications are respected, bidders MUST respond with complete specifications.

**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 with the proposal, 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. Website links or hyperlinks will not be accepted.

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

Technical Specifications:	Supplier’s Cross Reference to Technical Offer (indicate page #)	Supplier’s Comments
<b>Fish Feed</b>		
1 All feeds must meet or exceed minimum nutritional requirements as provided in the National Research Council publication, Nutritional Requirements of Fish, 1993.	Comply Yes/No  _____	
2 Feed must be supplied in a range of sizes and formulations appropriate to the life stages of Atlantic salmon, as per Annex “A” Statement of Requirement	Comply Yes/No  _____	

Technical Specifications:	Supplier's Cross Reference to Technical Offer (indicate page #)	Supplier's Comments
<b>Fish Feed</b>		
3 Soy-based products (meal or oil) must <b>not</b> be used as ingredients for the feeds.	<b>Comply Yes/No</b>  _____	
4 Feed must be supplied in sealed bags having a maximum weight of 25 kg	<b>Comply Yes/No</b>  _____	
5 The principal protein and lipid components must be derived entirely from <b>fish meal and fish oil</b> , with total protein and fat content as Annex "A" Statement of Requirement	For each fish feed category and each feed form in each category, bidders must provide the following information for each feed option: the product name and/or number; the product manufacturer; a list of the product's ingredients in order of their respective weights within the feed (i.e., from most to least) and the guaranteed analysis for each feed (e.g., percent crude protein, crude fat) This information is required to confirm the proposed feeds meet the technical requirements for the applicable feed table in Annex "A" – Requirement.	

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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);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

