

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Code of Conduct Certifications - Certifications Required Precedent to Issuance of a Standing Offer
2. Certifications Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**A. STANDING OFFER**

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Procedures
8. Call-up Instrument
9. Limitation of Call-ups
10. Financial Limitation
11. Priority of Documents
12. Certifications
13. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance
7. SACC Manual Clauses
8. Shipping Instructions - Delivery at Destination

List of Annexes:

- Annex A - Statement of Work
Annex B - Basis of Payment - Pricing Sheets - List of Products

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include:

- | | |
|-----------|--|
| Annex A - | Statement of Work |
| Annex B - | Basis of Payment - Pricing Sheets - List of Products |

2. Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Meat, Poultry & Fish in Bulk Sizes** to Correctional Services Canada's Institutions located in Renous and Dorchester in New Brunswick and in Springhill Nova Scotia on an as and when requested basis for the period from **01 January, 2013 to 31 March, 2013** inclusive.

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-Columbia Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA) and the Agreement on Internal Trade (AIT).

3. Security Requirement

There is no security requirement associated with the requirement.

4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

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 (2012/07/11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has 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 provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit **by the date, time and place indicated on page 1 of the Request for Standing Offers.**

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

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority **no later than six (6) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **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

1. Offer Preparation Instructions

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

. To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the **Annex B, Basis of Payment**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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) Only one standing offer will be awarded to the lowest aggregate bid meeting all the requirements listed at Annex A and Annex B.

1.1 Prices - Items

Offeror must submit firm prices for all items listed at Annex B.

1.2 Financial Evaluation

SACC Reference
M0220T

Section
Evaluation of Price

Date
2007/05/25

2. Basis of Selection

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 an aggregate basis** will be recommended for issuance of a standing offer.

(Derived from - Provenant de: M0032T, 16/08/10)

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

- 1.1** Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

2.1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the

threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to FCP, and has a valid certificate number as follows:
_____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

(Derived from - Provenant de: M2000T, 16/08/10)

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A", the Statement of Work and Annex B the «List of Products».

2. Security Requirement

There is no security requirement associated with the requirement.

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012/07/16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2029 (2012/07/16), General Conditions - Goods or Services (Low Dollar Value);

3.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted for the period of the standing offer to the Standing Offer Authority.

The reporting period is defined as follows:

1 January 2013 to 31 March 2013

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

(Derived from - Provenant de: M7010C, 16/07/12)

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **01 January, 2013 to 31 March, 2013** inclusive.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Charlotte Drisdelle
Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch and Compensation Services
1045 Main Street, 3rd Floor
Moncton, New Brunswick
E1C 1H1

Telephone: 506-851-6948
Facsimile: 506-851-6759
E-mail address: charlotte.drisdelle@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.

5.2 Offeror's Representative (offeror please complete & submit with offer)

Placing Orders:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

General Enquiries:

Name: _____

Telephone No. _____

Facsimile No. _____

Solicitation No. - N° de l'invitation

21201-120147/04/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct015

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

21201-120147

File No. - N° du dossier

MCT-1-34263

CCC No./N° CCC - FMS No/ N° VME

E-mail address: _____

Delivery follow-up:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6. Identified Users

Correctional Service Canada Institutions

**Atlantic Institution
13175 Route 8
Renous, NB E9E 2E1**

**Dorchester Penitentiary
4902 Main Street
Dorchester NB E4K 2Y9**

**Westmorland Institution
4902A Main Street
Dorchester NB E4K 2Y9**

**Springhill Institution
330 McGee Street
P.O. Box 2140
Springhill NS B0M 1X0**

7. Call-up Procedures

As indicated in Annex A - Statement of Work

8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer, etc.* or an electronic version.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

10. Financial Limitation

Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$218,418.00** (Goods and Services Tax or Harmonized Sales Tax included) 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 two (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, 16/05/11)

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 (2012/07/16)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2029 (2012/07/16)**, General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A - Statement of Work;
- f) Annex B - Basis of Payment - Pricing Sheets - List of Products;
- g) the Offeror's offer dated _____

12. Certifications

12.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

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**.

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.

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2029 (2012/07/16), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12, Interest on Overdue Accounts, of **2029 (2012/07/16)**, General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

2.2 SACC Manual Clauses

2.2.1 Fish - Quality Stamping

Fish must be processed and packed in an establishment approved by the Department of Fisheries and Oceans in accordance with the Fish Inspection Act, R.S., 1985, c. F-12, and Regulations, and must be identified as follows:

- (a) Fresh fish must be identified by the words "Processed under Government Supervision" or "Canada Inspected" within a line drawing of a maple leaf marked on wrappers, inserts or master containers.
- (b) Frozen fish must be identified by the words "Canada Inspected" within a line drawing of a maple leaf marked on the wrappers, or containers, or where practicable on the whole fish.

(Derived from - Provenant de: B2005C, 25/05/07)

2.2.2 Grades of Meat

If the grade of meat ordered is not available for delivery, the Contractor must supply a higher grade as a substitute, at no additional cost.

(Derived from - Provenant de: B3003C, 25/05/07)

2.2.3 Inspection and Stamping

The Contractor must ensure that inspectors from the Canadian Food Inspection Agency (CFIA) have inspected all meat and meat products, poultry and poultry products, lard, shortening and margarine containing animal fats, and soups containing ingredients of animal origin, and have stamped those products "CFIA inspected for CG" before shipment.

The Contractor must arrange for all such products to be delivered to the consignee either from an establishment registered in accordance with the Meat Inspection Act, 1985, c. 25 (1st Supp.) and the regulations made under that Act, or from a food distributor that purchased the products from such an establishment. Canada will not accept products that have not been stamped by the CFIA.

The Contractor must not permit any food distributor to alter or further process any meats or other products that have been inspected by inspectors from the CFIA.

(Derived from - Provenant de: C3007C, 30/11/07)

2.2.4 Canadian General Standards Board - Standards

A copy is available and may be purchased from:

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Quebec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>.

(Derived from - Provenant de: B4003T, 16/08/10)

2.2.5 Delivery of Fresh Chilled or Frozen Products

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18o C or lower, and fresh chilled products between 4o C and 1o C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

(Derived from - Provenant de: D0014C, 30/11/07)

2.2.6 Delivery and Unloading

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

(Derived from - Provenant de: D0018C, 30/11/07)

2.2.7 Type of Transport

Delivery must be made in refrigerated transport. The acceptable temperature range is from 1.5° C to 4° C or (35° F to 40° F).

(Derived from - Provenant de: D3004C, 30/11/07)

3. Term of Contract

3.1 Delivery Date

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

4. Payment

4.1 Basis of Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid **firm prices, as specified in Annex "B" the Basis of Payment**. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

(Derived from - Provenant de: C0207C, 16/05/11)

4.2 THE FOLLOWING TERMS AND CONDITIONS ARE INCORPORATED HEREIN

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

4.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and as per Annex A, the Statement of Work. Invoices cannot be submitted until all work identified in the invoice is completed.

(Derived from - Provenant de: H5001C, 12/12/08)

6. SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

7. Shipping Instructions - Delivery at Destination

Solicitation No. - N° de l'invitation

21201-120147/04/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct015

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

21201-120147

File No. - N° du dossier

MCT-1-34263

CCC No./N° CCC - FMS No/ N° VME

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

- (a) Delivered Duty Paid (DDP) **Renous and Dorchester New Brunswick and Springhill Nova Scotia** Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 12/12/08)

Annex “A”

Meat, Poultry & Fish **Bulk Sizes**

“STATEMENT OF WORK”

Correctional Service of Canada (CSC)

Delivery MUST be provided to the following Institutions:

Atlantic Institution - Renous, New Brunswick
Dorchester Penitentiary - Dorchester, New Brunswick
Westmorland Institution - Dorchester, New Brunswick
Springhill Institution - Springhill, Nova Scotia

Period of Standing Offer

January 1st 2013 to March 31st 2013

Annex "B" - «Foodlist»

The offeror **MUST** provide a price for **EACH item** and must be **able to supply 100% of the items** on the attached «Foodlist» in Annex "B".

FOOD SUPPLY AND DELIVERY TO ALL INSTITUTIONS LISTED HEREIN**REQUIREMENT**

To supply and deliver **miscellaneous Meat, Poultry & Fish** in bulk sizes on an "as and when requested" basis to the Institutions of Correctional Service of Canada as specified.

The offeror **MUST ensure 100 % compliance** to this Annex "A" and the attached «List of Products» in Annex "B". Any deviations **MUST be approved** by the Contracting Authority (CA) at Public Works and Government Services Canada (PWGSC), **in writing, PRIOR to bid closing**. Failure to do so will render your bid non compliant and it will be rejected.

The offeror is to bid on the on the «individual package sizes» as close as possible to the sizes requested. If you offer a size **"much larger or smaller" than the "size requested"**, it **MUST be approved by the the Contracting Authority, in writing, PRIOR to bid closing**.

DATE OF COMMENCEMENT

January 1st, 2013

SCOPE OF SERVICES

To provide food commodities at specified times and locations within each individual institution to meet the particulars of the standing offer.

The requirement will take the form of a standing offer for all food provisions encompassing the following commodities:

Meat, Poultry & Fish, fresh & frozen;

PRICING

All shipping charges must be included in the quoted prices. If the client requests an item, which is not specified herein, your price is to be in accordance with the lowest prices charged to your most favoured customer for like quality and quantity of product on the date of delivery.

DISCREPANCIES AND SUBSTITUTIONS

Sizes, Product Types and Brand Names:

It is a condition that no pack size or case size, product type or price be changed after award of the standing offer **UNLESS** it is changed by the manufacturer or discontinued by its manufacturer. You will therefore have to notify the Contracting Authority at PWGSC in Moncton of the change.

NOTE: Changes will only take effect when the Contracting Authority at PWGSC has accepted the change.

If a product becomes unavailable **DUE** to Manufacturing Problems only, you are to supply a product of equal value (if available) if acceptable by the Food Services Officer (FSO) or his representative. You will be required to provide the reason(s) for the temporary unavailability of the product and you will be responsible to notify the FSO or his representative and PWGSC as soon as the original product brand is made available again.

CALL-UP PROCEDURES

All orders **MUST** be placed in writing. Suppliers **MUST be able to receive orders by facsimile.** Also by Email if possible.

All call-ups MUST be placed no later than by 11h00 two (2) business days prior to the expected day of delivery.

Institution Personnel will be able to make **MINOR amendments** to the original order up until 11h00 one (1) business day prior to the expected day of delivery.

ORDER CONFIRMATION OF AVAILABILITY

Availability of items **MUST** be confirmed **within (4) hours of order being placed** by the ordering institution. At time of a call-up, if a product is not available, you are to advise the requesting Food Services Officer from the Institution, or his delegated representative, in writing by facsimile of the unavailability of the product within (4) hours.

Items that are not available are **NOT** to be back ordered.

Items are **NOT** to be short shipped when the entire quantity ordered is not available. All products ordered **MUST** to be processed on a **FILL or KILL BASIS.**

The Food Services Officer, or his representative, is the only approving authority for substitutions, if acceptable.

Offerors are requested to provide the name and telephone number of two (2) individuals who are responsible for providing the above information to the applicable ordering Institution.

Name_____

Tel:_____ Facsimile:_____

Email:_____

Name_____

Tel:_____ Facsimile:_____

Email:_____

SUB-LETTING:

Standing Offers will NOT be sub-let or transferred without the written permission of the Department of Public Works and Government Services Canada.

FOOD DELIVERIES

Only one delivery is to be made per order.

Deliveries MUST be provided as requested.

Deliveries MUST be received within (2) business days from receipt of order call-up.

No minimum order will be required for delivery.

Deliveries are to be made direct to a specified location at the Institution as indicated herein.

All products must be delivered in its original box or case.

The contractor shall bear all risks of loss or damage to the goods until such time as they have been delivered to the requesting unit.

If products must be returned due to non-compliance, COST to return these products will be the responsibility of the supplier.

All security policies must be adhered to for deliveries on institutional grounds.

If the supplier, which is awarded the standing offer, chooses to contract out the Transportation Part of the standing offer, the supplier will be responsible for the Performance of that contractor.

EMERGENCY DELIVERIES:**LOCK DOWN Emergency Deliveries:**

Orders MUST be delivered within 24 hours notice, during regular business days only , for Emergency Deliveries due to a **LOCK DOWN**.

Other Emergency Deliveries:

In the event an order CANNOT be delivered as scheduled due to Weather Conditions, One Day Labour Disruptions (strike) etc the supplier will be required to make delivery the following business day and NO LATER than the second business following the original scheduled delivery day.

Where a Labour Disruption (strike) would last for more than one day or two, other delivery arrangements will be made, accordingly, by management at the Institution.

DELIVERY REQUIREMENTS for Each Individual Institution**Atlantic Institution (AI)- Renous, N.B.**

Delivery days MUST be on **Wednesdays**

Deliveries to Atlantic Institution must be made **from 8h00 until 11h00 and between 13h00 and 15h00** (deliveries are to be completed by 11h00 and 15h00).

For Emergency Deliveries only, Atlantic Institution will accept deliveries as per their regular delivery hours but up until 16h00 (delivery completed) and also on Thursdays, if required, with prior arrangements.

Location of Delivery - Mandatory Requirement:

All deliveries to Atlantic Institution must be made to the loading docks and are to be received by Central Receiving.

Dorchester Penitentiary (DP) & Westmorland Institution (WI) Dorchester NB

Delivery days MUST be on **Tuesdays and Thursdays**

Deliveries to DP and WI **MUST be made from 7h00 until 11h00 only** (deliveries are to be completed by 11h00).

For Emergency Deliveries only, DP and WI will accept delivery as per their regular hours of delivery and also on Tuesdays and Fridays, if required, with prior arrangements.

Location of Delivery - Mandatory Requirement:

All deliveries to DP and WI MUST be made to the building indicated as «Procurement & Stores».

Solicitation No. - N° de l'invitation

21201-120147/04/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct015

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

21201-120147

File No. - N° du dossier

MCT-1-34263

CCC No./N° CCC - FMS No/ N° VME

Springhill Institution (SI) - Springhill, N.S.

Delivery Days MUST be on **Tuesdays and Thursdays**

Deliveries to Springhill Institution MUST be made **from 8h00 to 11h30 and from 12h30 to 14h30** (deliveries must be "completed" by 11h30 and 14h30).

Emergency Deliveries only will be accepted during the same hours as regular deliveries.

Location of Delivery - Mandatory Requirement.

All deliveries to Springhill Institution MUST be made directly to the Back Door of the Kitchen. The truck MUST ALWAYS be capable to go directly to the Kitchen's Back Door.

NOTE:

There MUST be NO liquor and NO cigarettes in the delivery trucks at any time for each of the Institutions.

Deliveries WILL NOT be accepted at any other location on the premises of the Institutions.

REQUIREMENTS PERTAINING TO INVOICING

A computerized or typed purchase invoice in three (3) copies "One original and two copies" must be provided to the client at the time of each delivery,

No Hand Written Invoices will be accepted.

If and when corrections to an invoice are made, you MUST reprint a corrected copy to be supplied at time of delivery.

No hand written corrections on invoices will be accepted.

The client's delivery representative will verify with the supplier's representative that all items shipped have been received using a copy of the invoice provided by the contractor and with a copy from the ordering personnel.

The supplier must only charge for the items delivered and accepted. The supplier is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by client's representative at time of delivery. The supplier agrees to provide the client with a detailed credit receipt within (7) working days from delivery for all items that the client and supplier agree that was damaged prior to delivery. There shall be no items shorted as all orders are on a Fill or Kill Basis. Invoices will not be forwarded for payment until the Supplier provides the Client with approved credit receipt. The supplier must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices MUST contain the following information:

1. Purchase Order Number
2. Attention: Name of Requesting Site
3. Complete Mailing Address
4. Invoice Control Number
5. Delivery Date

TYPE OF TRANSPORT

Delivery of chilled, frozen food commodities will be made in climate controlled transport unless the consignee instructs otherwise.

The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, it is important that the environment it presents does not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.

The construction, maintenance, sanitation and refrigeration standards in addition to the handling practices must equate as closely, as is reasonably possible, to the standards required of a well-operated Canadian commercial grocer.

PALLETISING

All food items MUST be shipped to the specified delivery point on shrunk or stretch wrapped pallets not higher than 180 CM in height.

Orders MUST be separated by individual units/kitchens and clearly identified with the name of the requesting unit/kitchen on at least (2) sides.

Food items MUST be palletized in segregated commodities of:**Refrigerated Fresh Products;
Frozen Products**

Food items MUST be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet.

Pallets MUST to be loaded in such a way as to allow easy access for off loading with forklifts.

The supplier is responsible for the off loading of all food items.

QUALITY ASSURANCE

All products must be processed in federally inspected plants.

Frozen food products must be delivered individually quick-frozen with an internal temperature of not greater than minus eighteen degrees Celsius.

All products must be of recent production and have the latest production date available, the shelf life or best before date must be clearly indicated on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

Products having outdated Best Before Dates WILL be returned to the supplier at the supplier's cost.

The "**Canadian General Standards Boards specifications**" will be used as reference for quality control.

Final inspection and acceptance of the food product will rest solely with the consignee (client) at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The client will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

CSC representatives may perform quality assurance inspections at the supplier facilities as required.

Vendor's Performance:

The vendor's performance will be monitored by the Food Services Officer or his designated representative at each individual Institutions.

«Performance Factors» will include, but NOT limited to:

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to COMMUNICATE unavailability of products ordered within required time frame (4 hours);
- c. Ability to provide products as per sizes requested at quoted prices;
- d. Ability to deliver within required time frame AND the necessary location required at the site;
- e. Ability to provide required quality service and products at all time;

If at any time the performance is NOT satisfactory, documentation will be forwarded to Public Works and Government Services Canada.

Solicitation No. - N° de l'invitation

21201-120147/04/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct015

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

21201-120147

File No. - N° du dossier

MCT-1-34263

CCC No./N° CCC - FMS No/ N° VME

WARNING TO SUPPLIER:

High quality product and service as defined in «**Canadian General Standards Board Specifications**» (CGSB) will be required during the period of this standing offer. Failure to provide the level of quality of goods and services as defined herein OR non compliance with Annex "B" - the «Foodlist» more than five (5) times over the period of the standing offer will result in the following:

1. Initial notice of failure to provide the level of service required, quality products or correct product size etc....
2. A second, third & fourth incident will result in a written notification requesting corrective action; and
3. For a fifth incident, the vendor will be advised that their standing offer has been set-aside and no further call-ups will be processed.

PLEASE SIGN BELOW AS CONFIRMATION THAT YOU AGREE TO ADHERE TO ALL THE MENTIONED MANDATORY REQUIREMENTS STATED HEREIN.

Signature of Authorized Representative