

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

Title - Sujet Meat, Poultry & Fish	
Solicitation No. - N° de l'invitation W0105-13F005/01/A	Date 2013-02-27
Client Reference No. - N° de référence du client W0105-13F005	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-015-4607
File No. - N° de dossier MCT-2-35140 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-02	
Time Zone Fuseau horaire Atlantic Standard Time AST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Drisdelle, Charlotte J.	Buyer Id - Id de l'acheteur mct015
Telephone No. - N° de téléphone (506)851-6948 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 3 ASG Food Services to Various Kitchens at CFB Gagetown OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité 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.	

Request For a Standing Offer
Demande d'offre à commandes

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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
NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

Instructions: See Herein

Instructions: Voir aux présentes

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

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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
- Annex C - Information to Suppliers
- Annex D - Schedule of Tender Closing Dates and First Pages of the Tender Document with each tender closing date

2. Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Meat, Poultry and Fish** for Department of National Defence to various kitchens at CFB Gagetown, 3 ASG Food Services in Oromocto, New Brunswick on an as and when requested basis for the period from **01 April, 2013 to 31 March, 2014** inclusive, **divided into four (4) rebid periods**.

NOTE: Offers must be submitted for each period as per the schedule in Annex "D". Offerors may bid on any period of their choice.

The requirement is subject to a preference of Canadian goods and/or services.

3. Security Requirement

There is no security requirement associated with the requirement of the Standing Offer.

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.

The 2006 (2013/01/28) 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: 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 **five (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 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 **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 Annexes A and B.

1.1 Prices - Items

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

1.2 Financial Evaluation

SACC Reference	Section	Date
M0220T	Evaluation of Price	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)

2.2 Canadian Content Certification

2.2.1 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition

2.2.2 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

- a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

(Derived from - Provenant de: A3053T, 11/01/10)

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 Statement of Work at Annex "A", 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 (2012/11/19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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 on a quarterly basis to the Standing Offer Authority. **Total amount of purchases "per each individual month" must be provided.**

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31 2014.

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

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct015

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

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File No. - N° du dossier

MCT-2-35140

CCC No./N° CCC - FMS No/ N° VME

The period for making call-ups against the Standing Offer is from **01 April, 2013 to 31 March, 2014, divided into four (4) rebid periods.**

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Charlotte Drisdelle
Supply 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 Project Authority

The Project Authority for the Standing Offer is:

Details will be provided in any resulting contract

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.

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

Placing Orders:

Name: _____

Telephone No. _____

Facsimile No. _____

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File No. - N° du dossier

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CCC No./N° CCC - FMS No/ N° VME

E-mail address: _____

Delivery follow-up:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

General Enquiries:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6. Identified Users

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

**Department of National Defence
3 ASG Food Services Building H-33
CFB Gagetown
PO Box 17000, Station Forces
Oromocto, New Brunswick
E2V 4J5**

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 **\$600,000.00** (Goods and Services Tax or Harmonized Sales Tax included 13%) 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 (2012/11/19)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A (2012/11/19)**, General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment - Pricing Sheets - List of Products;
- g) Annex C - Information so Suppliers
- h) Annex D - Schedule of Tender Closing Dates and First Pages of Tender Document for each tender closing date
- i) the Offeror's offer dated _____

12. Certifications

12.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 SACC Manual Clauses

SACC Reference	Section	Date
M3060C	Canadian Content Certification	2008/05/12

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

2010A (2012/11/19), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of **2010A (2012/11/19)**, General Conditions - Goods (Medium Complexity) 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)

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CCC No./N° CCC - FMS No/ N° VME

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 unit prices" as specified in in Annex "B". 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

4.5 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

- 5.1. 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
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

7. Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) to **CFB Gagetown, Oromocto NB** Incoterms 2000 for shipments from a commercial contractor.

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

Annex "A"

"STATEMENT OF WORK"

Meat, Poultry & Fish

CAMP GAGETOWN

3 AREA SUPPORT GROUP

Static Feeding Requirements

01 April 2013 to 31 March 2014

Divided into four (4) rebid periods

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FOODLIST - ANNEX "B"

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

FOOD SUPPLY AND DELIVERY TO CAMP GAGETOWN TRAINING AREA

REQUIREMENT

To supply and deliver "**MEAT, FISH AND POULTRY PRODUCTS**" to specified locations within the Gagetown Training Area.

The offeror **must ensure 100% compliance** to this Annex "A" and the attached «Foodlist» in Annex "B". Any deviations **MUST be approved** by the Standing Offer Authority at Public Works and Government Services Canada, in writing, **PRIOR to bid closing**.

SCOPE OF SERVICES

To provide food commodities at specified times to meet the particulars of the requirement.

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

Fresh & Frozen Meats
Fresh & Frozen Fish
Fresh & Frozen Poultry

STATEMENT OF WORK

The Offeror shall during the period of the standing offer, perform and complete with care, skill, diligence, and efficiency the work described in this standing offer.

SUB-LETTING:

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

PRICING

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

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that the prices charged under this method of supply will be computed in accordance with the same accounting principals applicable to the prices shown herein.

CALL-UP PROCEDURES

All orders may be placed in writing or by telephone. Supplier **MUST be able to receive all orders by Telephone, Email, Facsimile and Hard Copy.**

ORDER CONFIRMATION OF AVAILABILITY

Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative, at time of ordering or within 2 hours maximum; who in turn is the only approving authority for substitutions.

REJECTS AND SHORTFALLS

The supplier agrees, upon notification of rejects or shortage of food products, to replace any and all shorted item **within (24) hours, (delivery costs occurred to replace all rejected food items or shortfalls rest fully at the contractors expense).**

DISCREPANCIES AND SUBSTITUTIONS

Substitutions will not be accepted without the written approval of the requesting Food Services representative. Approvals must be received in writing.

It is a condition that no product, packaging, pack or case size be changed after award of the standing offer **UNLESS** they have been changed by the manufacturer. You will therefore have to notify the Standing Offer Authority at PWGSC in Moncton of the change. Changes will only take effect when the Standing Offer Authority has accepted the change, with DND's approval. **Supplier must advise the Standing Offer Authority of any changes to product codes and the person at CFB Gagetown responsible to advise all kitchens.**

This person will be identified at award of the standing offer.

FOOD DELIVERIES

Deliveries must to be made direct to a specified location, and must be between the hours of **0700 hr and 1100 hrs**, Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. The supplier shall bear all risks of loss or damage to the goods until such time as they have been placed at the disposal of requesting unit.

DELIVERY SERVICE LEVELS

All orders will be placed a minimum of two (2) days prior to the expected day of delivery.

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DND personnel will be able to make **MINOR** amendments to the original order up until **1400 hrs**, from Monday to Friday.

Deliveries **MUST** be provided as requested.

Deliveries are to be made direct to a specified location as indicated.

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

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

It is recommended that delivery personnel should be covered by Worker's Compensation (WSIB) or similar program.

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.

REQUIREMENTS PERTAINING TO INVOICING

A bill of lading and a computerized purchase invoice in three (3) copies "**One original and two copies**" must be provided to the consignee at the time of each delivery, "**Hand written invoices will not accepted**"

The consignee's delivery representative will verify with the supplier's representative that all items shipped have been received using the bill of lading provided by the supplier.

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 consignee's representative at time of delivery. The supplier agrees to provide the consignee with a detailed credit receipt within (7) working days from delivery for all items that the consignee and supplier agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier provides the Consignee 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:

Attn: **Name of Requesting Kitchen**
Kitchens Complete Mailing address
Invoice control number
Delivery Date

INVOICE PAYMENT

The consignee will forward invoices to the requesting Comptroller for payment within (30) days of the food order delivery and receipt of all credit receipts. If payment is not received within a forty-five (45)

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day period the supplier shall communicate this information as soon as possible to the receiving Units Comptroller.

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:

Chilled

Frozen

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 **MUST** not load pallets in a cinder block fashion.

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 Meat, Fish and Poultry 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. The best before date on all fresh items must be at least twenty one (21) days from the day of delivery.

The supplier agrees to supply only frozen or / and fresh beef products that have a minimum of twenty one (21) to a maximum of twenty eight (28) Days aging.

The supplier agrees to supply only fresh cold meat products that have never been previously frozen. The supplier agrees not to supply any thawed food product that has been previously frozen.

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 at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

DND 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 Representative or his designated representative.

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

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to **immediately** COMMUNICATE unavailability of products ordered at time of ordering (or within **2 hours maximum**);
- 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.

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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 THE ABOVE MENTIONED MANDATORY REQUIREMENTS

(Signature of Authorized Representative)

ANNEX "C" INFORMATION

Tender closing at the office of:

Bid Receiving
Public Works and Government Services Canada (PWGSC)
1045 Main Street, 3rd Floor
Moncton, New Brunswick
E1C 1H1

Or by facsimile at: (506) 851-6759

Here is some information that might be of use:

1) MERX:

You must use the LATEST PUBLISHED VERSION OF THE DOCUMENT.

Any changes to the Requirement, the List of Products at Annex "B" or to a Tender Closing Date at Annex "D" will be provided by publishing an Amendment to the Solicitation on Merx.

2) Transmission of offers:

For your Offer to be considered, it must be transmitted by FACSIMILE or by MAIL.

3) Request for evaluation results:

By email to the Supply Officer's email address. They will be sent to you by PDF format.

Please note that you will have to identify the File Title, Client's Reference Number, the client department's name as well as the period for which your request applies.

General Address for the Food Supply Officer:

4) For any questions concerning Food Procurement files, you may contact the following person:

Charlotte Drisdelle
Supply Officer / Agente d'approvisionnement
Phone number / Téléphone: 506-851-6948
Facsimile number / No de télécopieur: 506-851-6759
Email / Courriel: charlotte.drisdelle@pwgsc-tpsgc.gc.ca

ANNEX "D" - Schedule of Tender Closing Dates

PWGSC Buyer and ID: Charlotte Drisdelle (MCT015)

Client Reference no. W0105-13F005

Subject: Meat, Poultry & Fish

For the following consignee: Department of National Defence at CFB Gagetown in Oromocto NB

Schedule of Tender Closing Dates

Period Identification N°	Four (4) Periods of Three (3) Months Each	Closing Date
W0105-13F005/ 01/ A	1st April 2013 - 30 June 2013	15 March 2013
W0105-13F005/ 02/ A	1st July 2013 to 30 September 2013	03 June 2013
W0105-13F005/ 03/ A	1st October 2013 to 31 December 2013	14 August 2013
W0105-13F005/ 04/ A	1st January 2014 to 31 March 2014	02 December 2013

