

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

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
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet SEAFOOD PRODUCTS	
Solicitation No. - N° de l'invitation F7003-12G247/A	Date 2013-02-21
Client Reference No. - N° de référence du client F7003-12-G247	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-321-8930
File No. - N° de dossier HAL-2-69302 (321)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-04	
Time Zone Fuseau horaire Atlantic Standard Time AST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Gillis, Floyd	Buyer Id - Id de l'acheteur hal321
Telephone No. - N° de téléphone (902)496-5566 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS 1190 WESTMOUNT RD SYDNEY NOVA SCOTIA B1R2J6 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.	

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 six parts plus attachments and annexes, as follows:

- (i) **Part 1**, General Information;
- (ii) **Part 2**, Offeror Instructions;
- (iii) **Part 3**, Offer Preparation Instructions;
- (iv) **Part 4**, Evaluation Procedures and Basis of Selection;
- (v) **Part 5**, Certifications, and
- (vi) **Part 6**:
6A, Standing Offer, and
6B, Resulting Contract Clauses; and the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instruction clauses and conditions applicable to the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 6B: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

2. Summary

The Department of Fisheries/Oceans has a requirement for a Regional Individual Standing Offer (RISO) for the supply of **Seafood Products** for a period of one (1) year on an as and when requested basis to the Canadian Coast Guard College, Sydney, Nova Scotia.

Only one (1) Standing Offer will be issued for this requirement.

The requirement is subject to the provisions of the North American Free Trade Agreement (**NAFTA**), and the Agreement on Internal Trade (**AIT**).

3. 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** 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 (**2012-11-19**) 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:

Note: 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

1.1 SACC Manual Clauses

M1004T (2011-05-16) Materiel

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.

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: ninety (90) days

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 **Nova Scotia**. 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.

5. Canadian General Standards Board - Standards

A copy of the **CGSB** referred to in the bid solicitation at **ANNEX A** is available and may be purchased from:

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

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>

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (one (1) hard copy)

Section II: Financial Offer (one (1) hard copy and one (1) soft copy on CD)

Section III: Certifications (one (1) hard copy)

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

Note: Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

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

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

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 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 as described herein.

Offerors must submit: (a) Certification as requested in **Part 5**.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with **Attachment 1- Financial Proposal**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

In order for an offer to be considered for evaluation, offerors must complete the Excel spreadsheet **Attachement 1-Financial Proposal** included with this solicitation document. In the event that an offer is submitted without **Attachment 1-Financial Proposal** being completed, that offer shall be deemed non-responsive and will not be considered for further evaluation

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 Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The Crown reserves the right to seek clarification on any part of the offer, if required.

1.1. Technical Evaluation

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

1.1.1 Mandatory Criteria

1.1.1.1 Mandatory Criteria at Bid Closing

Failure to meet any of the following mandatory criteria at bid closing will render your submission non-responsive and it will be given no further consideration.

A) Acceptance of PWGSC General Conditions and Resulting Contract Clauses contained in this solicitation.

B) Ability to perform the full scope of the requirement described in **Annexes A , B, and C.**

C) Provision of Financial Offer as per. **Attachment 1- Financial Proposal**

1.1.1.2 Mandatory Criteria Prior to Issuance of Standing Offer

The below certification criteria must be met prior to issuance of a Standing Offer. Failure to meet any of the following mandatory criteria will render your submission non-responsive and it will be given no further consideration. For your submission to be considered responsive, you must meet these conditions within five days of a request by the Contracting Authority.

Compliance with certification requirements as per **Part 5, Section 1, Certifications Precedent to issuance of Standing Offer:**

- i) **Code of Conduct and Certifications**
- ii) **Federal Contractors Program for Employment Equity - Certification**
- iii) **Certification of ability to provide full scope of work.**

1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, **Free On Board destination (FOB)**, Canadian customs duties and excise taxes included.

2. Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest overall evaluated price will be recommended for issuance of a standing offer.

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.

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.

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.

1.2 Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (**FCP**) and have been declared ineligible contractors by Human Resources and Skills Development Canada (**HRSDC**) are no longer eligible to receive federal 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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the **FCP**, as follows:

The Bidder 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;

(d) () has not been declared an ineligible contractor by **HRSDC**, and has a valid certificate number as follows: _____.

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

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, 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, 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.

[Http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/en/labour/equality/fcp/index.shtml).

1.3 Technical Certification

1.2.1 We the offeror, certify that we meet the full scope of the requirement described at **Annex A, B and C**, including **Annex A, Paras 1 and 3-Delivery** and **Annex A, Para 2-Services Levels**.

Signature

Date

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfil the requirement in accordance with the Requirement at **Annexes A, B and C**.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in **Annex D**. 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.

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.

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for a period of **one (1) year** from date of issue.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Floyd Gillis

Acquisitions Branch

Public Works and Government Services Canada

1713 Bedford Row, 5th Flr, Halifax NS B3J 3C9

Tel: 902-496-5566

Fax: 902-496-5016

E-mail: floyd.gillis@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.

4.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

4.3 Offeror's Representative (TO BE COMPLETED BY OFFEROR)

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

5. Identified Users

The Identified Users of the Standing Offer are the Department of Fisheries/Oceans, Canadian Coast Guard College, Sydney, Nova Scotia and the office of the Department of Fisheries/Oceans, Gulf Region Moncton, New Brunswick

6. Call-up Procedures

Contracting authorities employed at the Department of Fisheries/Oceans, Canadian Coast Guard College, Sydney, Nova Scotia and the office of the Department of Fisheries/Oceans, Gulf Region, Moncton, New Brunswick are authorized to make call ups against the standing offer.

7. Call-up Instrument

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

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed To be announced at standing offer issuance **To be announced at standing offer issuance**. (Goods and Services Tax or Harmonized Sales Tax included if applicable).

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **To be announced at standing offer issuance** (Goods and Services Tax or Harmonized Sales Tax included if applicable) 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 **three (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.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2012-11-19) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract
- e) **Annex A**, Requirement;
- f) **Annex B**, Basis of Payment;

- g) **Annex C**, Deliverables;
 h) the Offeror's offer, dated _____. *(To be inserted by Offeror)*

11. Certifications

11.1 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.

12. Applicable Laws

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

13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Part 6B, Section 7. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

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

3. Term of Contract

3.1 Delivery

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

4. Payment

4.1 Basis of Payment

The Contractor will be paid in accordance with the **Basis of Payment at Annex B.**

4.2 Limitation of Price

C6000C	Limitation of Price	2011-05-16
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4.3 SACC Manual Clauses

H1000C	Single Payments	2008-05-12
M3800C	Estimates	2006-08-15

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. 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.

Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- (b) Three (3) copies of the invoice shall be provided to the consignee at the time of delivery and must reflect only the standing offer price, or the applicable miscellaneous catalogue item price. The consignee will verify that all items shipped have been delivered and accepted. Invoices must include the order number; date and applicable standing offer call-up number.

3. Invoices must reflect the correct standing offer price in effect at the time of ordering.

4. In the event of a credit, the invoice is to be clearly marked at time of delivery. Credit notes can either be issued by the delivery representative during a delivery of goods or by vendor's accounting office to the applicable ordering office, identify the order number involved.

See **Annex A , Para 10** for additional instructions on invoicing.

6. SACC Manual Clauses

B7500C	Excess Goods	2006-06-16
D3007C	Inspection and Stamping	2007-11-30
A9068C	Government Site Regulations	2010-01-11

7. Insurance Requirements

7.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

-
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

ANNEX A
STATEMENT OF REQUIREMENTS
Seafood

1) DELIVERY:

The Canadian Coast Guard College requires a **Monday to Friday** delivery schedule to meet operational requirements.

Delivery requested on other than scheduled days will not incur delivery charges.

2) SERVICE LEVELS:

a) NORMAL REQUIREMENTS: Within four (4) working days (working day is defined as between the hours of 0630 and 1530, Monday to Friday);

b) URGENT REQUIREMENTS: Within two (2) Calendar days. (Calendar day is defined as a twenty-four (24) hour period immediately following the time of ordering).

3) DELIVERY TIMES

Delivery times are to be advised at time of ordering. **Delivery window will be plus or minus thirty (30) minutes of the agreed delivery time.**

4) CONFIRMATION OF AVAILABILITY:

Availability of items **MUST** be confirmed within four hours of the order being placed by the ordering office. Suppliers are requested to **contact the Galley at the Canadian Coast Guard College at 902-564-3660, ext 1107.**

Items not available at time of delivery are **NOT** to be back ordered.

Orders are to be processed on a **FILL OR KILL BASIS**.

Only **ONE** delivery is to be made per order.

Vendors are to provide the name and telephone number of two individuals who are responsible for providing this information to the applicable ordering office.

Vendor is to supply the names and phone numbers of two people to contact for after hours for emergency requirements.

5) QUALITY ASSURANCE:

A) All fish and fish products will be processed and delivered from plants inspected under the Fish Inspection Act and Regulations.

B) Frozen products are to be individually quick frozen (IQF) and delivered with an internal temperature of not greater than minus 18 degrees Celsius.

C) Chilled products are to be delivered with an internal temperature of not greater than four (4) degrees Celsius and not less than one (1) degree Celsius.

D) Product to be supplied must be of recent production and have the latest production date available.

The shelf life or best before date must be clearly marked in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

E) Where applicable, Canadian General Standards Board (CGSB) specifications are to be complied with.

F) Final inspection and acceptance of product will rest solely with the Consignee at the point of destination.

All product supplied shall be free of signs of deterioration, spoilage, filth or damage by rodents or insects.

The Consignee will have the right to reject product at the time of delivery and unacceptable product will be removed immediately by the Supplier.

G) Public Works & Government Services Officers or their authorized representative will have the right to perform Quality Assurance Inspections at the Suppliers' facilities if required to facilitate timely delivery or unloading and loading of product at the delivery point.

6) PACKAGING:

Unless otherwise arranged at time of ordering, all orders over 20 cases will be palletized and wrapped. **ORDERS ARE NOT TO BE MIXED, I.E. ALL DRY, ALL FROZEN, ALL MEATS.** Returnable pallets or shipping containers will be taken back by Suppliers when emptied.

7) HYGIENE:

All delivery vehicles must comply with or exceed the standards set out in the Canada Sanitation Code, current issue.

8) PRODUCT/PRICE LIST:

Upon award of a Standing Offer, your product/price lists are to be provided in **Excel** spreadsheet.

9) PRICING:

All Price lists and catalogues provided by the supplier are security classified and are protected under the Government of Canada Access to Information and Privacy Act. Consignees are not permitted, at any time, to divulge Suppliers prices to third party persons.

Prices will be reviewed by the Department of Public Works and Government Services (DPWGS), and Fisheries and Oceans Canada. Suppliers must be prepared to justify and substantiate any increase at the request of DPWGS.

DPWGS reserves the right to revoke the authorization for call-up authority of any individual item where it feels the price increase is not justified or has not been adequately substantiated. The determination of adequacy will rest solely with DPWGS.

10) INVOICING:

Your invoices **MUST** reflect the correct price effective at time of ordering. All invoices are to be priced per actual weight in the carton, i.e., in kg or gr.

11) CASE LOT PROVISIONS:

Suppliers pricing by case lots of items will be required at times to split cases by items. Prices charged by item should reflect the case price, divided by the number of kilograms or units in the case.

PLEASE INDICATE WILLINGNESS TO SPLIT CASES YES ____ NO ____

12) MINIMUM ORDER QUANTITIES:

Orders for delivery will be at least **\$100.00** in value. Offerors requiring higher dollar value minimum orders will not be considered.

13) PERIODIC REPORTS:

The Offeror shall provide to the Contracting Authority **MONTHLY** reports on usage of the Standing Offer, showing the number and total value of call-ups by each consignee.

Reports shall be submitted and forwarded to the Contracting Authority no later than fifteen (15) days after the designated reporting period. **THE OFFEROR UNDERSTANDS THAT FAILURE TO COMPLY MAY RESULT IN THE SETTING ASIDE OF THE STANDING OFFER.**

14) PRICING

In addition to the attached pricing, special offerings due to year end or surplus manufacturing runs, special job lots, sales, etc., to be made available as they occur if of a lesser cost than under the above pricing arrangement. Special offerings are to be forwarded to : **To be announced at issuance of standing offer.**

15) INSTRUCTIONS TO SUPPLIERS:

High quality product as defined in Canadian Government Specifications Board (CGSB) specifications and contained in call-ups (Public Works & Government Services (PWGS) 942 or Fisheries & Oceans Canada alternate form), will be required during the period of this Standing Offer. Failure to provide the level of

quality as defined herein more than three times in one (1) month, will result in PWGS not authorizing further call-ups against the proposed Standing Offer.

- 1 .Initial notice of failure to provide the level of service required will be verbal, confirmed in writing;**
- 2. A second incident will result in a written notification requesting corrective action; and**
- 3. For a third incident, the vendor will be advised that no further call-ups will be processed.**

The Supplier shall retain price lists and original invoices that PWGSC may require for price verification to perform an audit during the period of the Standing Offer.

16) GENERAL SPECIFICATIONS:

SH01 CGSB 32.141M Fish Products are strictly defined as fish, any species including shellfish (molluscs and crustaceans) and marine animals, and any parts, products or by products thereof.

Fresh fish shall be thoroughly chilled as soon as possible after catching or removing from water and shall have received no preserving treatment other than chilling to a temperature between -1°C and +4°C. The chilling shall be accomplished by packing the fish in well dispersed, finely crushed ice from potable water or other suitable method of chilling. Dressed or filleted fish shall be re-chilled immediately after processing. Fresh fish shall be maintained at a temperature between -1°C and +4°C until it reaches the food services operation.

FSH02 CGSB 32.141M All types of frozen fish shall be frozen and stored in rooms that are maintained at a temperature of -26°C or cooler until delivery. The temperature of the frozen fish or fish products shall not exceed -18°C during transport.

Definition - Fish - Any fish, including shellfish (molluscs and crustaceans) and marine animals, and any parts, products or by products thereof.

Definition - Frozen Fish - Fish that have been subjected to a freezing process until all parts of the fish have reached a temperature of -21°C.

FISH013 CGSB 32.142M Pickled fish Definition - The process whereby a dish is mixed with suitable food-grade salt and stored in watertight containers under the resultant brine (pickle) which is formed by the water extracted from the fish tissue.

FISH014 CGSB 32.142M Salted Fish Definition - Dried Salted Fish - Fish that has been dried either naturally or in mechanically circulated air of controlled temperature and humidity.

FISH015 CGSB 32.142M Smoked Fish Definition - Smoke flavoured fish is that which has been dipped into liquid smoke, dried, and cooked with infrared heaters.

FISH05 CGSB 32.141M Breaded Fish Portions and Fish Sticks Definition - Fish or fish flesh that is coated

with batter and breading. Breaded fish portions and fish sticks shall meet the definition. Cooked fish sticks shall contain at least 60% and cooked breaded fish portions at least 67% fish flesh by mass. The uncooked dish sticks shall contain at least 67% and the uncooked breaded fish portions at least 75% fish flesh by mass. The skinless fillets used as raw material shall be free from skin or bones or other defects.

Frozen fish sticks and breaded fish portions shall be made of skinless fillets and be cooked (fried) or uncooked as specified. All stick portions in an individual package shall be prepared from only one species

of fish. The frozen sticks and portions shall be easily separated by hand from each other or from packaging material. The coating shall be reasonably uniform in coverage, crisp and tender in texture without excessive dryness, sogginess, starchiness or stickiness. The fish portions shall be triangular or rectangular as specified. The packages of frozen fish sticks or breaded fish portions shall be free from physically or mechanically damaged or broken sticks or portions and shall not contain excessive loose breading, loose frost, or in the case of cooked products, loose oil.

FISH06 32.141M Frozen Shrimp, Peeled - The frozen shrimps shall be presented without shell, head and tail fan. When specified the peeled shrimps shall deveined, cooked and / or frozen individually as applicable. The final product shall be reasonably free from discolouration and other undesirable parts, such as legs, shell particles, antennae, heads or pieces thereof. The shrimp shall be uniform in size within a specified count range. The shrimp species shall be specified. Type and species - Whether fresh,

chilled or frozen, cooked or uncooked product (as applicable). Desired count per mass (count range) - 21/25 26/30 30/40 - and whether the shrimps are to be deveined, and whether they are packed IQF.

FISH07 32.141M Frozen Breaded Shrimp Raw - The frozen shrimps shall be raw, peeled and headed as follows : (The frozen shrimps shall be presented without shell, head and tail fan), when specified the peeled shrimps shall be deveined, cooked and / or frozen individually as applicable. The final product shall be reasonably free from discolouration and other undesirable parts, such as legs, shell particles, antennae, heads or pieces thereof. The shrimp shall be uniform in size within a specified count range. The shrimp species shall be specified. Type and species - Whether fresh, chilled or frozen, cooked or uncooked product (as applicable). Desired count per mass (count range) - 21/25 26/30 30/40 - and whether the shrimps are to be deveined, and whether they are packed IQF. They shall be breaded and frozen individually. The shrimp material content of the coated shrimps shall not be less than 60% of the total declared net weight.

FISH SPECIFICATION

Spec #11, fish head on dressed, individually quick-frozen, glazed, will have entrails removed. Dressed fish

shall be opened by cutting through the body wall along the ventral line from the throat to the tail, viscera and blood along with the backbone removed. The body cavity and carcass shall be washed and cleaned, the fish shall be sound, wholesome, clean and free from toxic substances or not aesthetically offensive, the odour and flavour shall be either characteristic (fresh seaweed) to the fish. The fish flesh shall be firm

and resilient, free from abnormal conditions such as excessive jelly, milky, dry or granular appearance bruises (diffused blood in the tissue), parasites or discoloration's, no ready discernible damage to the skin

deviating from the normal characteristic colour of the species. CGSB 32.141Mdec.1991

Spec #12, fish steaks are uniformly cut units raw, dressed fish with normally associated skin and bone but

without scales. Each steak has two parallel surfaces and is derived from whole or subdivided fish, which will result from sawing or cutting perpendicularly to the axial length of backbone of a whole fish. The steaks are to be of uniform thickness, minimum 17mm to a maximum 22-mm thickness. The fish shall be

sound, wholesome, clean and free from toxic aesthetically offensive, the odour and flavour shall be either

characteristic (fresh seaweed) to the fish or natural. The fish flesh shall be firm and resilient, free from abnormal conditions such as excessive jelly, milky, chalky (halibut only), dry or granular appearance, bruises (diffused blood in the tissue), parasites or discolourations, no readily discernible damage to the

skin (cuts, wounds, or other breaks) no discoloured skin deviating from the normal characteristic colour of

the species (CGSB 32.13M Dec 1991).

Spec #13, fish natural, fillet, boned raw, fin removed. Fillets are slices of fish irregular in size and shape removed from the carcass of a fish by cuts made parallel to the backbone. It may also mean the above described slice cut into sections, all internal organs, head, fins and discoloured flesh shall be removed. The fillets shall be boned (v-cut) and free from foreign matter and scales and shall be reasonable free from ragged edges, tears and flaps, fins, blood clots, bruises, black membranes (belly wall), parasites and

discoloured flesh and skin (except for ocean perch). The fish shall be sound, wholesome, clean and free from toxic substances or not aesthetically offensive, the odour and flavour shall be either characteristic (fresh seaweed) to the fish or natural. The fish flesh shall be firm and resilient, free from abnormal conditions such as excessive jelly, milky (sole only), dry or granular appearance, **CGSB 32.141M** Dec 1991.

17) TYPE OF TRANSPORT

Delivery shall be made in refrigerated transport unless consignee instructs otherwise. Acceptable temperature range 1.5 to 4.5 degrees Celsius (35-40 degrees Fahrenheit).

ANNEX B**BASIS OF PAYMENT**

(a) Pricing is to be **Free On Board** (FOB) destination, including all delivery charges unless otherwise indicated.

Pricing must be in Canadian dollars.

(b) The Standing Offer holder must not invoice at prices other than those specified in the Standing offer.

(c) In accordance with the **National Strategy on Food and Beverage** procurement, prices quoted by the supplier shall be valid for a period of **THREE (3) MONTHS**. Price amendments (if applicable) will take effect on the first day of the **fourth month** and must be received no later than the last Wednesday of the **third month**. In the event of a price increase or decrease, an amendment will be issued to the Standing Offer.

(d) Miscellaneous, similar or related items not listed in the vendors' catalogue in this category at the time of issue of the standing offer may be added to the standing offer, if the estimated aggregate value of all items does not exceed 15% of the overall value of the Standing Offer., at manufacturer's list price less a discount of ____%.

(e) Price updates shall be sent to the office of **Public Works and Government Services Canada, 1713 Bedford Row, Halifax, NS** in care of the following:

Floyd.Gillis@pwgsc.gc.ca or Fax to: (902) 496-5016 ATTN: Floyd Gillis, ICP, Acquisitions, 5th Floor, 1713 Bedford Row, Halifax, NS, B3J 3C9.

*** Please Note:** There are fifteen (15) items for evaluation. Offerors must offer pricing on a **minimum of twelve** (12) items to be considered for further evaluation.

Offerors must submit their financial offer in accordance with **Attachment 1- Financial Proposal**. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

In order for an offer to be considered for evaluation, offerors must complete the Excel spreadsheet **Attachement 1-Financial Proposal** included with this solicitation document. In the event that an offer is submitted without **Attachment 1-Financial Proposal** being completed, that offer shall be deemed non-responsive and will not be considered for further evaluation.

ANNEX C
DELIVERABLES

SEAFOOD PRODUCTS		
ITEM	PRODUCT CODE	DESCRIPTION
		Haddock-Canadian
1		Haddock, Loins-IQF-3oz
2		Haddock, Shatterpak-8-12oz Fillets
3		Haddock, Beer Battered
		Cod-Canadian
4		Cod, Loins-IQF-3oz
		Shrimp
5		Shrimp, 26/30 IQF-P&D Tail On
6		Shrimp, Salad-150.200ct
		Scallops
7		Scallop, 20/30-IQF-Canadian
		Salmon-Atlantic
8		Salmon, Sides-Skin On
9		Salmon, Smoked-Sides
		Mussels
10		Mussels, Fresh-PEI
		Pollock
11		Pollock, Imitation Crab
		Sole
12		Sole, Shatterpack
		Halibut-Canadian
13		Halibut, Steaks-6oz
14		Halibut, Fillets-Whole Fresh
		Crab
15		Crab, Leg & Claw-440g tubs, Phillips Brand

Buyer ID - Id de l'acheteur

hal321

CCC No./N° CCC - FMS No/ N° VME

HAL-2-69302

ANNEX D

Dollar Usage Report

[illegible]

Solicitation No. - N° de l'invitation

F7003-12G247/A

Amd. No. - N° de la modif.

File No. - N° du dossier

HAL-2-69302

Buyer ID - Id de l'acheteur

hal321

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

F7003-12-G247

CCC No./N° CCC - FMS No/ N° VME
