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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 |

2. Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **assorted Meat Products, fresh - Canteen Items** for the Inmates' Canteens at Correctional Services Canada's (CSC) Institutions; Atlantic Institution located in Renous, Dorchester Penitentiary & Westmorland Institution located in Dorchester New Brunswick and Springhill Institution in Springhill Nova Scotia on an as and when requested basis for the period from **01 July, 2013 to 30 June, 2013** inclusive.

The requirement is NOT subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA) and the Agreement on Internal Trade (AIT).

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

3. Security Requirement

There is no security requirement associated with the requirement.

4. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The **2006 (2013/03/21)** 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

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.

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 should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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) Standing Offer(s) will be awarded to the lowest valid offer «per item» or «group of items»

meeting all the requirements listed at Annex A and Annex B, **ONLY if** substantial savings can be accomplished.

1.1 Financial Evaluation

SACC Reference	Section	Date
M0220T	Evaluation of Price	2013/04/25

2. Basis of Selection

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 item by item 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 and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

2. Additional 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 - 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 a 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.

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 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.

(Derived from - Provenant de: M2002T, 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 the Basis of Payment - List of Products at Annex "B".

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

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

3.1 General Conditions

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

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **01 July, 2013 to 30 June, 2014.**

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Charlotte Drisdelle
Supply Officer

Solicitation No. - N° de l'invitation

21201-140034/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct015

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

21201-140034

File No. - N° du dossier

MCT-3-36003

CCC No./N° CCC - FMS No/ N° VME

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

Telephone: 506-851-6948

Facsimile: 506-851-6759

E-mail address: charlotte.drisdelle@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

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

Placing Orders:

Name: _____

Telephone No. _____

Facsimile No. _____

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:

Inmates' Canteen at Correctional Service Canada Institutions as follows:**Atlantic Institution****Inmates' Canteen****13175 Route 8****Renous, NB E9E 2E1****Dorchester Penitentiary****Inmates' Canteen****4902 Main Street****Dorchester NB E4K 2Y9****Westmorland Institution****Inmates' Canteen****4902A Main Street****Dorchester NB E4K 2Y9****Springhill Institution****Inmates' Canteen****330 McGee Street****P.O. Box 2140****Springhill NS B0M 1X0****7. Call-up Procedures**

As indicated in Annex A - Statement of Work

8. Call-up Instrument

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

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$33,000.00** (Applicable Taxes 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 **\$165,000.00** (Goods and Services Tax or Harmonized Sales Tax included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply

any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

(Derived from - Provenant de: M4506C, 16/05/11)

11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005 (2012/11/19)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A (2013/04/25)**, General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment - Pricing Sheets - List of Products;
- g) the Offeror's offer dated _____

12. Certifications

12.1 Compliance

Compliance with the certifications 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
M3060C

Section
Canadian Content Certification

Date
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 (2013/04/25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of **2010A (2013/04/25)** will not apply to payments made by credit cards.

2.2 SACC Manual Clauses

2.2.1 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)

2.2.2 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: D3007C, 30/11/07)

2.2.3 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)

2.2.4 Delivery and Unloading

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

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

2.2.4 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 made within seven (7) calendar days from receipt of a 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 price(s), as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

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

(Derived from - Provenant de: C0207C, 25/04/13)

4.2

SACC Reference

H1000C

Section

Single Payment

Date

2008/05/12

4.3 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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.

one (1) copy must be forwarded to the consignee.

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

6. SACC Manual Clauses

SACC Reference

A9068C

B7500C

G1005C

Section

Government Site Regulations

Excess Goods

Insurance

Date

2010/01/11

2006/06/16

2008/05/12

Solicitation No. - N° de l'invitation

21201-140034/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct015

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

21201-140034

File No. - N° du dossier

MCT-3-36003

CCC No./N° CCC - FMS No/ N° VME

7. Shipping Instructions - Delivery at Destination

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

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

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

Annex “A”

Miscellaneous Canteen Items

For the Inmates' Canteens

at Correctional Service Canada's Institutions

“STATEMENT OF WORK”

DELIVERY MUST BE PROVIDED TO THE FOLLOWING INSTITUTIONS:

**Atlantic Institution - Renous NB
Dorchester Penitentiary - Dorchester NB
Westmorland Institution - Dorchester NB
Springhill Institution - Springhill NS**

Period of Standing Offer

01 July 2013 to 30 June 2014

CANTEEN ITEMS -SUPPLY AND DELIVERY TO ALL INSTITUTIONS LISTED HEREIN**REQUIREMENT:**

Standing Offer for the supply and delivery of **Meat Products - Canteen Items** to the Inmates' Canteens at Correctional Service Canada's (CSC) Institutions in Renous and Dorchester both in New Brunswick and Springhill in Nova Scotia on an "as and when" requested basis for the period from **01 July, 2013 to 30 June, 2014** inclusive.

Please bid on all items you are able to supply regardless of whether you can only bid on one or more items.

You must supply the Brands, Flavours, Types of Products and Packaging as listed on Annex "B" unless substitutions are approved by the Standing Offer Authority **PRIOR to bid closing!**

Where a specific brand name is not requested, you are to bid on no name or generic brands to have the lowest price possible as these items are purchased solely by inmates.

You are to bid on pack sizes as close to sizes requested as possible as these items are purchased solely by the inmates at their canteens. A pack size offered much larger than is requested will not be accepted, therefore the item will be awarded to the next lowest bidder.

You are to indicate the SIZES and Brand to be provided for your quoted price in the column provided in Annex "B" by BID CLOSING for evaluation purposes and shall not be changed after the award of the standing offer.

Please note that for all items where the Unit of Issue is indicated as "case" suppliers MUST quote on a per case basis. Bidders who submit prices using any other Unit of Issue will not be evaluated further. In addition, the Offeror (successful bidder) must invoice on a per case basis for all items where the Unit of Issue is indicated as "case".

DATE OF COMMENCEMENT

01 July 2013

SCOPE OF SERVICES

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

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

Meat Products

Solicitation No. - N° de l'invitation

21201-140034/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct015

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

21201-140034

File No. - N° du dossier

MCT-3-36003

CCC No./N° CCC - FMS No/ N° VME

PRICING:

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

DISCREPANCIES AND SUBSTITUTIONS

Sizes, Product Types and Brand Names:

It is a condition that no pack size or case size, product type, brand or price be changed after award of the standing offer UNLESS the changes are from the manufacturer or if a product is discontinued by its manufacturer. You will therefore have to notify the Standing Offer Authority at PWGSC of the change.

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

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

CALL-UP PROCEDURES

All orders MUST be placed in writing. Suppliers MUST be able to receive orders by facsimile, by Email and by telephone if required.

Call-Ups will be every (2) weeks and deliveries **must be provided within one (1) week of ordering.**

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

ORDER CONFIRMATION OF AVAILABILITY:

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

Items not available are NOT to be back ordered.

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

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

SUB-LETTING:

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

DELIVERY INSTRUCTIONS:

Only one (1) delivery is to be made per order.

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

ALL products MUST come in its original case/box when delivered.

Any damaged, stressed, opened, or repackaged products will not be accepted and will be returned to the supplier at the supplier's expense.

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.

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

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

There MUST be NO liquor and NO cigarettes in the delivery trucks at any time for deliveries to all Institutions.

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

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

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

Other Emergency Deliveries:

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

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

Delivery Requirements for Each Individual Institution

Atlantic Institution (AI) - Renous, NB

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

Mandatory Location of Delivery:

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

Dorchester Penitentiary (DP) and Westmorland Institution (WI) - Dorchester, NB

Deliveries to Dorchester Penitentiary and Westmorland Institution MUST be made from 7h00 until 11h00 and from 13h00 to 15h00 (deliveries must be completed by 11h00 and 15h00).

Mandatory Location of Delivery:

All deliveries to Dorchester Penitentiary and Westmorland Institution MUST be made to the building indicated as «Procurement & Stores».

Springhill Institution (SI) - Springhill, NS

Deliveries to Springhill Institution MUST be made from 8h00 to 11h30 and from 12h30 to 15h00 (deliveries must be completed by 11h30 and 15h00)

Mandatory Location of Delivery:

All deliveries to Springhill Institution MUST be made directly to the warehouse.
The truck(s) MUST ALWAYS be capable to go directly where the deliveries will be requested to go.

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

INVOICING INSTRUCTIONS:

A computerized or typed purchase invoice **one (1) copy only** should be provided to the client at the time of each delivery.

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

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

All invoices MUST contain the following information:

1. Purchase Order Number;
2. Attention: Name of Requesting Site (Institution)
3. Complete Mailing Address
4. Invoice Control Number
5. Delivery Date
6. Quantity and size of units per case for each product ie;
24 x 350g @ \$21.50 per case

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 for the individual canteen and clearly identified with the name of the requesting canteen on at least (2) sides in case an order is delivered with an order designated for the kitchen.

Food items MUST be palletized in segregated commodities of.

Dry Goods

Refrigerated Products; and

Frozen Products

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

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

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

QUALITY ASSURANCE

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

All products must be of recent production and have the latest production date available. The shelf life or best before date must be clearly indicated on a conspicuous location.

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

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

Final inspection and acceptance of the food product will rest solely with the consignee 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 unacceptable products will be removed immediately by the supplier.

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

Vendor's Performance:

The vendor's performance will be monitored by the Canteen Officer or his designated representative.

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

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to COMMUNICATE unavailability of products ordered at time of ordering (or within **4 hours**);
- c. Ability to provide products as per sizes requested at quoted prices;

d. Ability to deliver within required time frame **AND** the necessary location required at the site;

e. Ability to provide required quality service and products at all time;

f. **When units are broken open inside a case, the Canteens MUST receive a credit for the amount of damaged/broken/open units immediately upon advising the supplier of the problem.**

They cannot hang on to them in their warehouse until they have a case full of these individual units. The warehouse may lose the units, also the drivers sometimes won't pick up the damaged goods if they don't have a pick up slip from the supplier advising to pick up.

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

WARNING TO SUPPLIER:

High quality product and service 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 «List of Products»** more than five (5) times over the period of the standing offer will result in the following:

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

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

(Signature of Authorized Representative)