

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

Cabot Place, Phase II

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

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

PWGSC / TPSGC - Nfld. Region

Cabot Place, Phase II, 6th Floor

Box 4600

St. John's, NF

A1C 5T2

Title - Sujet RISO DFO- Bakery Products	
Solicitation No. - N° de l'invitation F6854-120014/A	Date 2013-02-25
Client Reference No. - N° de référence du client F6854-120014	GETS Ref. No. - N° de réf. de SEAG PW-\$OLZ-011-5767
File No. - N° de dossier OLZ-2-35165 (011)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-03	Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Chaulk(OLZ), Patricia	Buyer Id - Id de l'acheteur olz011
Telephone No. - N° de téléphone (709)772-8357 ()	FAX No. - N° de FAX (709)772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS C/O SUPPLY DEPOT SOUTHSIDE RD P.O.BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 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 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 the Requirement, the Basis of Payment / Pricing Sheets, the Quarterly Standing Offer Business Volume Report and the Information for Code of Conduct Certification and any other annexes.

2. Summary

To establish a Regional Individual Standing Offer (RISO) for the Supply and Delivery of Bakery Products to Various Vessels of the Department of Fisheries and Oceans, Newfoundland Region, on an as and when requested basis, as per the Terms and Conditions stated in the Request for Standing Offer (RFSO), plus additional Terms and Conditions stated herein and the Basis of Payment /Pricing Sheet Annex "B" attached to the RFSO.

Delivery Destination's:

Department of Fisheries and Oceans Canada,
Various vessels, main delivery point: Dockside, Port of St. John's.
St. John's, Newfoundland and Labrador, Canada.

And/or U.S. Naval Dock at Argentia just before the marine Atlantic Terminal, Province of Newfoundland and Labrador, Canada.

Western Terminals, Corner Brook, , Province of Newfoundland and Labrador, Canada.

Period of Standing Offer: 15 April 2013 to 14 April 2014 inclusive.

Overall estimated value: \$150,000.00

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* (<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 (**2013-01-28**) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual Clauses

SACC Manual Clause M0019T (**2007-05-25**), Firm Price and/or Rates

SACC Manual Clause C9000T (**2010-08-16**), Pricing

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.

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 **Newfoundland and Labrador**.

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 provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard 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 the Annex "B" - Basis of Payment/ Pricing Sheet detailed below. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

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.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full evaluation

1.2 Financial Evaluation

1.2.1 Financial Evaluation

Proposals will be evaluated on the basis of the lowest unit price times the estimate usages. More than one standing offer may be awarded. Each standing offer will be for differing amounts. The amount of each standing offer will be determined by a combination of the number of items for which that bidder is low plus the value of those items.

1.2.2 Evaluation of Price

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

2. Basis of Selection

2.1 Basis of Selection (M0031T)

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 will be recommended for issuance of a standing offer.

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

1.1.1 By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

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/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

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 - Certification

Federal Contractors Program - over \$25,000 and below \$200,000 (M2002T)

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

() 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;

() is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C.. 1995, c. 44;

() 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;

() 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.

2.2. Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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

Periodic Usage Reporting – 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". 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 7 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 from 15 April 2013 to 14 April 2014 inclusive.

3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 Month period, from 15 April 2014 to 14 June 2014 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Patricia Chaulk
Contracting Officer
Public Works and Government Services Canada (PWGSC)
Acquisitions Branch - Marine, Science and Professional Services
P.O. Box 4600
10 Barter's Hill
St. John's, NL A1C 5T2

Telephone: (709) 772-8357
Facsimile: (709) 772-4603
E-mail address: Patricia.Chaulk@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

Name: _____

Telephone: _____

Facsimile: _____

E-mail Address: _____

5. Identified Users

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

Department of Fisheries and Oceans Canada,
Various vessels, main delivery point: Dockside, Port of St. John's.
St. John's, Newfoundland and Labrador, Canada.

And/or U.S. Naval Dock at Argentia just before the marine Atlantic Terminal, Province of Newfoundland and Labrador, Canada.

Western Terminals, Corner Brook, Province of Newfoundland and Labrador, Canada.

6. Call-up Procedures

The call-up Authority for the Department will issue the Call-up to the firm holding the Standing Offer for the service.

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, or an electronic version.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$150,000.00** (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or **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) 2010A (**2012-11-19**), General Conditions - Goods (Medium Complexity)
- e) Annex 'A', Requirement
- f) Annex 'B', Basis of Payment / Pricing Sheet
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

11. Certifications

11.1 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.

11.2 SACC Manual Clauses

SACC Manual Clause A0285C (**2007-05-25**), Workers Compensation

SACC Manual Clause A3060C (**2008-05-12**), Canadian Content Certification

SACC Manual Clause M3000C (**2006-08-15**), Price Lists

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 **Newfoundland and Labrador**.

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.

3. Term of Contract

3.1 Delivery Date

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

3.2 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 15 April 2013 to 14 April 2014 inclusive.

4. Payment

4.1 Basis of Payment

The Contractor will be paid in accordance with the Pricing in Annex "B" Basis of Payment/ Pricing Sheet.

4.2 Limitation of Expenditure

4.2.2 Canada's total liability to the Contractor under the Contract must not exceed **\$150,000.00**. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.2.3 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

4.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

4.3 SACC Manual Clauses

SACC Manual clause H1001C (2008-05-12), Multiple Payments

SACC Manual clause M3000C (2006-08-15), Price Lists

SACC Manual clause A0285C (2007-05-25), Workers Compensation

4.4 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. Invoices cannot be submitted until all work identified in the invoice is completed.

5.2 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.

6. SACC Manual Clauses

SACC Manual clause B7500C (**2006-06-16**) Excess Goods

SACC Manual clause A9068C (**2010-01-11**) Government Site Regulations

SACC Manual clause D0014C (**2007-11-30**) Delivery of Fresh Chilled or Frozen Products

SACC Manual clause D3004C (**2007-11-30**) Type of Transport

7. Shipping Instructions - FOB Destination

Goods must be consigned and delivered to the destination specified in the contract: FOB destination as stated in the call-up including all delivery charges and customs duties and taxes.

8. Insurance Requirements (G1001C)

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.

8.1 Commercial General Liability Insurance (G2001C)

8.1.1 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.

8.1.2 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) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

ANNEX "A"**REQUIREMENT**

To establish a Regional Individual Standing Offer (RISO) for the Supply and Delivery of Bakery Products to Various Vessels of the Department of Fisheries and Oceans, Newfoundland Region, on an as and when requested basis, as per the Terms and Conditions stated in the Request for Standing Offer (RFSO), plus additional Terms and Conditions stated herein and the Basis of Payment /Pricing Sheet Annex "B" attached to the RFSO.

Delivery Destination's:

Department of Fisheries and Oceans Canada,
Various vessels, main delivery point: Dockside, Port of St. John's.
St. John's, Newfoundland and Labrador, Canada.

And/or U.S. Naval Dock at Argentia just before the marine Atlantic Terminal, Province of Newfoundland and Labrador, Canada.

Western Terminals, Corner Brook, , Province of Newfoundland and Labrador, Canada.

Period of Standing Offer: 15 April 2013 to 14 April 2014 inclusive.

Overall estimated value: \$150,000.00

Estimated Usage:

Quantity shown in the Product List is an annual (1 year) estimated quantity per item for evaluation purposes only. Quantity Order by the end users may be less or greater over the period of the Standing Offer.

MANDATORY**ADDITIONAL TERMS AND CONDITIONS PLUS SPECIAL
INSTRUCTIONS TO BIDDERS**

1. Delivery: Normal Delivery within 3 days after receipt of a call-up but interested bidders MUST be capable and willing to deliver with 24 hours after receipt of order/call-up, 7 days a week and on statutory holidays. Occasionally there may be a requirement to deliver on an emergency basis within 1-2 hours from ordering. Delivery: Suppliers are not to deliver between 11:30 AM and 12:30 PM in order to avoid the vessel standard lunch hour.
2. Substitutes will not be accepted unless preauthorized by the Vessel Logistics Officer, Chief Cook or Storekeeper before the foods are delivered to the ship.
3. Call-ups against a Standing Offer by the call-up authority can be in the form of telephone calls, fax messages, or by form PWGSC 942, Requisition on a standing offer.
4. Products must have a "Best Before" consumption date that will allow for stocking of such products on vessels for later consumption.
5. Products supplied by the supplier are to be labelled in accordance with the Department of Justice Canada, Consumer Packaging and Labelling Regulations, most current at time of ordering, and the following minimum information is to be shown/provided on all products supplied by the supplier as recommended by the Canada Food Inspection Agency;
 - A. ESTABLISHMENT # OF THE MANUFACTURING PLANT
 - B. BEST BEFORE DATE
 - C. UPC CODE
 - D. COMMON NAME OF PRODUCT
 - E. MANUFACTURER'S NAME OR LEGAL AGENT FOR THE PRODUCT
 - F. INGREDIENTS
 - G. NUTRITION FACTS TABLE
 - H. BRAND NAME
6. Thawed, partially frozen and/or refrozen product is unacceptable and will be rejected and returned to the supplier.
7. Fair value to the Government of Canada: Standing Offers may not be issued from this request if prices are considered not to be fair value to the government.
8. Due to the Department of Fisheries and Oceans having limited storage capacity on board their vessels, large institutional size product, cartons, containers cannot be accepted. Unless specifically requested by vessel at time of order.

9. Interested bidders should offer product size/quantity to the nearest unit/package size shown in the item description.

10. Quantity shown per item is an annual estimate usage from this request.

11. More than one Standing Offer may be issued from this request.

12. The bidder is requested to submit individual prices for each item and/or destination on the understanding that if a standing offer is awarded as a result of this bid, it may be on a lowest price per item(s) and/or destination(s) or on a lowest aggregate price basis.

Annex 'B'
Basis of Payment/Pricing Sheet

Additional Items:

Additional items not listed wholesale prices as marked in your warehouse or store on date of ordering, less a discount of ____%.

In addition to the above pricing, special offering due to year end or surplus manufacturing runs, special job lots, sales, etc., to be made available as they occur if of lesser cost than stated herein.

Pricing:

Pricing must include all delivery charges.

*Please photocopy pricing table, and **complete an enclose one (1) for each separate closing date.***

Please provide:

Clarification if unit of issue differs from list, Case size- if applicable

Item	Description	Quantity	U of I	Unit Price Destination
1	Bread / Rolls Bread, White, Slice Loaf, Wrapped CGSB 32.1M	2000	Each	
2	Bread / Rolls Bread, Whole Wheat, Slice Loaf, Wrapped CGSB 32.1M	1500	Each	
3	Bread Raisin, Sliced Loaf, Wrapped. CGSB 32.2M	500	Each	
4	Bread Sub Rolls (Medium) CGSB 32.4M	500	PKG	
5	Rolls Hamburger Rolls CGSB 32.4M	1000	PKG	
6	Rolls Hot Dog Rolls CGSB 32.4M	1000	PKG	
7	Bread Kaiser Rolls, 8/PKG CGSB 32.4M	200	PKG	
8	Bread Bagels, Assorted, Wrapped, 6/PKG CGSB 32.4M	200	PKG	
9	Bread Bread, Dempsters, Flax, Sliced Loaf, Wrapped, 6/CS	300	Each	
10	Bread Bread, Multigrain, Sliced Loaf, Wrapped, Sliced Loaf, Wrapped, 5/CS	300	Each	
11	Bread Bread, Dempsters, Multigrain, Sliced Loaf, Wrapped, 6/CS	300	Each	

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

olz011

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File No. - N° du dossier

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12	Bread Bread, Dempsters, Cracked Wheat, Sliced Loaf, Wrapped, 6/CS	300	Each	
13	Bread Bread, Weight Watchers, Bodywise Blend, Sliced Loaf, Wrapped	100	Each	
	<p>Additional Items:</p> <p>Additional items not listed, wholesale prices as marked in your warehouse or store on date of ordering, less a discount of ____%.</p> <p>In addition to the above pricing, special offering due to year end or surplus manufacturing runs, special job lots, sales, etc., to be made available as they occur if of lesser cost than stated herein.</p>			

Delivery Destination's:

Department of Fisheries and Oceans Canada,
 Various vessels, main delivery point: Dockside, Port of St. John's.
 St. John's, Newfoundland and Labrador, Canada.

And/or U.S. Naval Dock at Argentia just before the marine Atlantic Terminal, Province of Newfoundland and Labrador, Canada.

Western Terminals, Corner Brook, , Province of Newfoundland and Labrador, Canada.

ANNEX "C"**QUARTERLY REGIONAL MASTER STANDING OFFER BUSINESS VOLUME REPORT**

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 data must be submitted on a "quarterly basis" to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly 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.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

GSIN	Standing Offer Number	Standing offer Title / Description	Document Type	Supplier's Name	Supplier's Contract Info	Standing Offer Value (\$)	
						Original Value	Total Amended Value
Name of PWGSC Authority	Reporting Period (FY & Quarter)	Call up Detail by ordering Department					
		Department or Agency	Delivery Location (Province)	Total # of Orders for the Reporting Period (Quarter)	Total \$ Value of Orders for the Reporting Period (incl. GST/HST)	Total # of Orders for the Fiscal Year to Date	Total # of Orders for the Fiscal Year to Date (incl. GST/HST)

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The required information for this Standing Offer must be e-mailed to the following addresses:

ncr.acqbvmo@pwgsc.gc.ca; cc: patricia.chaulk@pwgsc.gc.ca

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ANNEX "D"
INFORMATION FOR CODE OF CONDUCT CERTIFICATION

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name
of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person

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