

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Travaux publics et Services gouvernementaux  
Canada**

**Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>ème</sup> étage**

## Montréal

Québec

**H5A 1L6**

**FAX pour soumissions: (514) 496-3822**

## Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

### Offre à commandes maître régionale (OCMR)

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**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Est  
800, rue de La Gauchetière Ouest  
7<sup>e</sup> étage  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> OAC: Cuisine	
<b>Solicitation No. - N° de l'invitation</b> E6MON-130005/A	<b>Date</b> 2013-11-01
<b>Client Reference No. - N° de référence du client</b> E6MON-130005	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTA-550-12473
<b>File No. - N° de dossier</b> MTA-3-36120 (550)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-12-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>Delivery Required - Livraison exigée</b> .	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Guernon (mta550), Émile	<b>Buyer Id - Id de l'acheteur</b> mta550
<b>Telephone No. - N° de téléphone</b> (514)496-3585 ( )	<b>FAX No. - N° de FAX</b> (514)496-3822
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA 800 DE LA GAUCHETIÈREO.,PORTAIL S-E BUREAU 7300 MONTREAL Québec H5A1L6 Canada	
<b>Security - Sécurité</b> 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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## **REQUEST FOR A REGIONAL MASTER STANDING OFFER (RMSO) FOR TABLEWARE AND OTHER KITCHEN PRODUCTS**

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The Request for Standing Offers (RFSO) template is divided into six parts:

- (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 instructions applicable to the clauses and conditions of 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 requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

To supply , on an as and when required basis , various disposable kitchen products and other to be delivered, DDP (delivery duty paid) , including all delivery charges , to various Federal Government Departments and Agencies located in the Province of Quebec in accordance with the identified sectors, excluding the National Capital Region and areas subject to Comprehensive Land Claims Agreements in accordance with the specifications stipulate at Annex «A» - Requirement and Annexes «B» and «C» - Pricing.

The period of RMSO is from January 1st, 2014 to December 31st, 2014 with a possibility of one additional period of one year, from January 1st, 2015 to December 31st, 2015.

**No minimum quantity will be accepted.**

## 3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer, as specified on Annex «D» - **General Discipline and Internal Security** and are related to Correctional Service Canada only.

For additional information, consult Part 4 - Evaluation Procedures and Basis of Selection, and Part 6A - Standing Offer. Offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" document on the Departmental Standard Procurement Documents Web site."

## 4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided 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 (2013-06-01)** 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: ninety (90) days**

#### 1.1 SACC Manual Clauses

##### SACC Manual

Reference	Section	Date
B3000T	Equivalent products	2006/06/16
M1004T	Condition of material	2011/05/16

### 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.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **(10) 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 the Province of **Quebec**.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

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

Section I: Technical Offer (1 hard copy).

Section II: Financial Offer (1 hard copy) and 1 soft copy on CD or DVD.

Section III: Certifications (1 hard copy)

#### **1.1 Firm Prices must appear mandatory for each period on the Annex «B» and «C» - Pricing, only.**

#### **1.2 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. (Refer to enclosed Annex «A»).

## Section II: Financial Offer

**IMPORTANT : Offers must be submitted in Canadian currency only. Failure to comply will render your offer non-responsive.**

Offerors must submit their financial offer in accordance with Annex «B» and «C» - "Price Fixing". The total amount of Applicable Taxes must be shown separately.

### 1.3 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 criteria.

### 1.4 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 mandatory technical and financial evaluation criteria .
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 1.1 Financial Evaluation

**IMPORTANT : Offers must be submitted in Canadian currency only. Failure to comply will render your offer non-responsive.**

#### 1.2. Mandatory technical criteria

- A) Technical compliance with Annex «A» - Requirement ;
- B) For items being bid on, the columns ; Brand name, Product code identification and Format/ size offered and unit price specified at Annexe «B» and «C», for one or more sectors , for each of the two periods , must be completed mandatorily ;
- C) Firm Prices (DDP- delivery duty paid), including all delivery charges, must be submitted for a minimum of 80% of the total of items in the sector bid on, for each of the two periods indicated at Annex «B» and «C».;
- D) Delivery requirements and delay ; Regular and urgent delivery.
- E) Compliance with proposed pricing methods;
- F) Complete list of bidder's board directors with your offer.
- G) Acceptance of PWGSC terms and conditions as mentioned in the RFSO.

#### 1.3 SACC manual Clauses

##### SACC Manual

Reference	Section	Date
C3011T	Exchange rate Fluctuation	2010-01-11
M0220T	Price Evaluation	2013-04-25

## **2. Basis of Selection - Mandatory Requirements Only**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. Bids not meeting all of the mandatory requirements will be given no further consideration

### **The selection method will be made as follows;**

The responsive offer with the lowest total evaluated price per sector for both periods (Annex «B» and «C») will be recommended for issuance of a Regional Master Standing Offer.

PWGSC will issue one RMSO per sector only.

PWGSC may issue one or more RMSO to ensure source of supply to all sectors taking into consideration the client geographic locations.

It is possible that only one RMSO may be issued to one offeror who covers all the regions and/or an offeror may be awarded more than one sector .

### **Note : The lowest price will be calculated as;**

The evaluation of prices will be made per sector for both periods, the initial period including the additional period of one year (Annex «B» and «C»).

For each sector , the evaluated price will be the total price of (2) periods, calculated by multiplying each unit price by the estimated quantity as listed in Annex «B» and «C»- Pricing.

### **IMPORTANT : For evaluation purposes only:**

It should be noted that all items for which no unit price is indicated by an offeror, the inclusion of the price of the offeror holding the highest unit price for the same item, will be inserted in order to adequately assess all of offers fairly.

## **3. Security Requirement related to Correctional Service Canada ONLY - See Annex «D» - General Discipline and Internal Security**

## **PART 5 - CERTIFICATIONS**

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

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

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

#### **1.1 Code of Conduct and Certifications - Related documentation (Refer to enclosed Annex «F»)**

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.

#### **1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Solicitation No. - N° de l'invitation

E6MON-130005/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta550

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E6MON-130005

MTA-3-36120

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**1.3 Delivery - The delivery will be completed as follows;**

**Regular delivery must be completed within a maximum delay of (96) hours , from receipt of a call-up against the Standing Offer.**

**Urgent delivery must be completed within a maximum delay of (24) hours from receipt of a call-up against the Standing Offer.**

**YES : \_\_\_\_\_**

**NO : \_\_\_\_\_**

## 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 on **Annex «A»**.

**2. Security Requirement related to Correctional Service Canada Only - See Annex «D» - General Discipline and Internal Security**

#### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 3.1 General Conditions

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

##### 3.2 Standing Offers Reporting

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 "E"**. 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.**

**\*\*\* Send reports by E-Mail to \*\*\***

**Mrs Marlene Gendron**  
**marlene.gendron@tpsgc-pwgsc.gc.ca**

The quarterly reporting periods are defined as follows:

**1st quarter: from January 1st, to March 31st;**

**2nd quarter: April 1st, to June 30th;**

**3rd quarter: July 1st, to September 30th;**

**4th quarter: October 1st, to December 31st.**

The data must be completed electronically and submitted to the above mentioned person and no later than **15** calendar days after the end of the reporting period.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer **is from January 1st, 2014 to December 31st, 2014.**

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (1) additional period of one (1) year, **as from January 1st, 2015 to December 31st, 2015** under the same conditions and prices 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 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Émile Guernon  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Quebec Regional Office  
800 de la Gauchetière Ouest, suite 7300, Montréal (Québec), Canada, H5A 1L6  
Telephone: (514) 496-3585  
Facsimile: (514) 496-3822  
E-mail address: [emile.guernon@tpsgc-pwgsc.gc.ca](mailto:emile.guernon@tpsgc-pwgsc.gc.ca)

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

## 5.2 Project Authority

The Project Authority for the Standing Offer is 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.

## 5.3 Offeror Representative

*(The Offeror's Representative will be identified in the Standing Offer.)*

Name and telephone number of the person responsible for :

### General enquiries & Delivery follow-up

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Identified Users

Request for a standing offer and standing offer to supply, on required, various federal government departments and agencies located in the province of Quebec .

## 7. Call-up Procedures

A call-up made against this Standing Offer shall form a contract only for those goods which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

## 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, or electronic document.

## 9. Limitation of Call-ups



Individual call-ups against the Standing Offer must not exceed **\$40,000.00 (Applicable Taxes included)**.

## 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 (2013-04-25)** General Conditions - Goods (Medium Complexity) apply to and form part of any contract;
- e) Annex «A», Requirement ;
- f) Annex «B», Pricing - January 1st, 2014 to December 31st, 2014;
- g) Annex «C», Optional period - January 1st, 2015 to December 31st, 2015;
- h) Annex «D» , Security Requirement for Correctional Service Canada Only - General Discipline and Internal Security;
- i) Annex «E», Quarterly report *Example only*
- j) the Offeror's offer \_\_\_\_\_ (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 \_\_\_\_\_". (insert date(s) of clarification(s) or amendment(s) if applicable).

## 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 \_\_\_\_\_. (Insert the name of the province or territory as specified by the offeror in its offer, if applicable).

### 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.

(This clause will be completed at award contract , if applicable)

Section 16 Interest on Overdue Accounts, of 2010A (2013-04-25), - General Conditions Goods (Medium Complexity) will not apply to payments made by credit cards at point of sale.

#### 3. Term of Contract

##### 3.1 Delivery Date

**Regular delivery** must be completed **within a maximum delay of (96) hours** , from receipt of a call-up against the Standing Offer.

**Urgent delivery** must be completed **within a maximum delay of (24) hours** from receipt of a call-up against the Standing Offer.

## 4. Payment

### 4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm price" OR "firm unit price(s)" as specified in Annex «B» and «C». Customs duties are "included" and Applicable Taxes is 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.

### SACC Manual Clauses

#### Référence to

SACC	Section
H1000C	Single payment

Date
2008-05-12

### 4.2 Payment by Credit Card (to be completed at award of RMSO)

The following credit card is accepted: \_\_\_\_\_.

OR

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

## 5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" Item 10 of the general conditions 2010A (2013-04-25). Claims cannot be submitted until all work identified in the claim is completed.

## 6. SACC Manual Clauses

#### Référence to

SACC	Section	Date
A9062C	Canadian Forces Site Regulations	2011-05-16
A9068C	Government Site Regulations	2010-01-11
B7500C	Excess Goods	2006-06-16
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties and Sales Tax-Foreign-based Contractor	2008-05-12
G1005C	Insurance	2008-08-15

**ANNEX «A»****REQUIREMENT****Disposables kitchen products and other**

To supply , on an as and when required basis , various disposable kitchen products and other to be delivered, DDP (delivery duty paid), including all delivery charges , to various Federal Government Departments and Agencies located in the Province of Quebec in accordance with identified sectors, excluding the National Capital Region and areas subject to Comprehensive Land Claims Agreements in accordance with the specifications stipulated at Annex «A» - Requirement and Annex «B» and «C» - Pricing.

The period of RMSO is from January 1st, 2014 to December 31st, 2014 with a possibility of one additional period of one year, starting January 1st, 2015 to December 31st, 2015.

**ANNEX «B»- Firm price per sector** , for the period from January 1st, 2014 to December 31st, 2014.

Sector 1 : Montreal and areas and Ste-Anne-de-Bellevue.

Sector 2: Laval, St-Hubert, Drummondville, St-Jean, Farnham , Cowansville and Ste-Anne-des-Plaines

Sector 3: La Macaza

Sector 4: Donnacona

Sector 5: Port-Cartier

Sector 6: Valcartier

Quantity : Various

**ANNEX «C»- Firm price per sector**, for the period from January 1st, 2015 to December 31st, 2015.

Sector 1 : Montreal and areas and Ste-Anne-de-Bellevue .

Sector 2: Laval, St-Hubert, Drummondville, St-Jean, Farnham , Cowansville and Ste-Anne-des-Plaines

Sector 3: La Macaza

Sector 4: Donnacona

Sector 5: Port-Cartier

Sector 6: Valcartier

Quantity : Various

Solicitation No. - N° de l'invitation

E6MON-130005/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta550

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E6MON-130005

MTA-3-36120

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Regular delivery : **within a maximum delay of 96 hours** after receipt of an order/call-up.

Urgent delivery : **within a maximum delay of 24 hours** after receipt of an order/call-up.

Solicitation No. - N° de l'invitation

E6MON-130005/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta550

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

E6MON-130005

File No. - N° du dossier

MTA-3-36120

CCC No./N° CCC - FMS No/ N° VME

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## **ANNEX «B»**

### **PRICING**

**PERIOD: From January 1st, 2014 to December 31st, 2014**

**ENCLOSED , PDF FILES ( 6 SECTORS) IN EXCEL FORMAT**

Solicitation No. - N° de l'invitation

E6MON-130005/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mta550

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E6MON-130005

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## **ANNEX «C»**

### **PRICING**

**OPTIONAL PERIOD: January 1st, 2015 to December 31st, 2015**

**ENCLOSED , PDF FILES ( 6 SECTORS) IN EXCEL FORMAT**

## **ANNEX «D»**

### **SECURITY REQUIREMENTS RELATED TO CSC ONLY**

#### **General Discipline and Internal Security**

#### **CORRECTIONAL SERVICES CANADA**

**THE REGIONS/SECTORS OF ESTABLISHMENTS WILL BE LOCATED AS;**

**MONTREAL AND THE SURROUNDING , LAVAL, DRUMMONDVILLE, COWANSVILLE,  
STE-ANNE-DES-PLAINES , JOLIETTE et LA MACAZA etc...**

**QUEBEC and the surrounding , VALCARTIER, DONNACONA, etc....**

**All of the contractor's and/or subcontractors' employees who need to access CSC facilities must complete the security clearance form CSC/SCC 1279.**

**CSC reserves the right to turn away any of these employees who do not meet CSC's minimum security standards. The supplier shall not receive any financial compensation for employees who are refused access.**



Correctional Service  
CanadaService correctionnel  
CanadaPROTECTED  
PROTÉGÉ

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# **INSTITUTIONAL ACCESS CPIC CLEARANCE REQUEST**

# **ACCÈS À UN ÉTABLISSEMENT DEMANDE DE VÉRIFICATION DU DOSSIER AU CPIC**

PLEASE PRINT INFORMATION CLEARLY - VOULEZ ÉCRIRE EN LETTRES MOULÉES

Institution - Établissement	Request received Demande reçue le	Date (YYYYMMDD) - (AAAA/MM/DD)	PUT AWAY ON FILE CLASSER AU DOSSIER	3170-12
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## **A. PERSONAL INFORMATION - RENSEIGNEMENTS PERSONNELS**

Surname Nom de famille	Full name (no nicknames or initials) Nom au complet (pas de surnoms ou d'initiales)	Maiden name (if applicable) Nom de jeune fille (s'il y a lieu)
Date of birth (YYYYMMDD) Date de naissance (AAAA/MM/DD)	Place of birth - Lieu de naissance City/Town - Ville ou municipalité	Province/State - Province ou état
		Country - Pays

## **B. PHYSICAL DESCRIPTION - DESCRIPTION PHYSIQUE**

Male Homme	Female Femme	Height - Grandeur	Weight - Poids	Eye color - Couleur des yeux	Hair color - Couleur des cheveux
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## **C. ADDRESS - ADRESSE**

Street - Rue	City/Town - Ville ou municipalité	Province	Postal Code - Code postal	Telephone number - Numéro de téléphone
				Home - Domicile
				Work - Bureau

Representing (name of company/organization) - Représente (nom de la compagnie ou de l'organisation)

## **D. GENERAL INFORMATION - RENSEIGNEMENTS GÉNÉRAUX**

Have you ever been convicted of a criminal offence for which you have not been granted a pardon, or an offence for which you have been granted a pardon and such a pardon has been revoked?			<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
1. Avez-vous déjà été reconnu coupable d'une infraction criminelle pour laquelle on ne vous a pas octroyé un pardon ou d'une infraction pour laquelle on vous a octroyé un pardon qui a été révoqué?				
2. Do you personally know of any person incarcerated in a correctional facility? If so, provide names - Si oui, fournir son nom : Connaissez-vous personnellement une personne qui est incarcérée dans un établissement correctionnel?			<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
3. Do you have any reason to believe coming into contact with this person could pose a risk to your or their personal safety? Avez-vous des raisons de croire que le fait d'entrer en contact avec cette personne pourrait présenter un risque pour votre sécurité personnelle ou la sienne ?			<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non
4. Are you related/associated to an inmate or on an inmate's visiting list? Êtes-vous apparenté ou associé à un détenu ou inscrit sur la liste des visiteurs d'un détenu?			<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non

If you have answered YES to any of the above, please explain below. - Si vous avez répondu OUI à une des questions ci-dessus, veuillez fournir une explication ci-après.



## **E. SIGNATURE (When sections A to E are filled out completely, please return the completed form to the institution for approval.)**

(Une fois que les sections A à E ont été remplies, veuillez retourner le formulaire dûment rempli à l'établissement aux fins d'approbation.)

In making this application, I hereby give the Correctional Service of Canada my consent to use the information provided on this form to conduct such inquiries with police authorities as may be necessary to ascertain my suitability. Finally, I acknowledge that the Correctional Service of Canada has no responsibility for any harm that may come to me in the course of my activities, except where such harm is a direct result of negligence on the part of an employee(s) of the Service.

NOTE: Access may be denied for submitting false information. Passes may be issued for those receiving clearance and approval.

En soumettant la présente demande, j'autorise le Service correctionnel du Canada à se servir des renseignements fournis dans le formulaire afin de mener, auprès des services de police, toute enquête jugée nécessaire pour vérifier mon admissibilité. Par ailleurs, je conviens que le Service correctionnel du Canada ne peut être tenu responsable d'un préjudice subi dans le cadre de mes activités sauf si ce préjudice est directement attribuable à la négligence d'un ou de plusieurs employés du Service.

NOTA : Tout demandeur qui fournit de faux renseignements peut se voir refuser l'accès à l'établissement. Un laissez-passer peut être émis aux demandeurs dont la demande d'accès est approuvée.

Applicant's signature - Signature du demandeur

Date (YYYYMMDD) - (AAAA/MM/DD)



## **F. FOR OFFICE USE ONLY - RÉSERVÉ AU SCC**

Reason for clearance - Motif justifiant la demande d'accès

Department making the request (please print) Unité qui soumet la demande (en lettres mouliées s.v.p.)	Signature of Division Head Signature du chef de la division	Date (YYYYMMDD) - (AAAA/MM/DD)
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<input type="checkbox"/> No criminal record Aucun casier judiciaire	<input type="checkbox"/> A possible criminal record #: Numéro du casier judiciaire	Last entry: Dernière entrée :
<input type="checkbox"/> An outstanding warrant/charge held by: Auteur du mandat non exécuté/accusation en instance :		

## **SIGNATURES**

<input type="checkbox"/> Approved Approuvée	<input type="checkbox"/> Not approved Non approuvée	<input type="checkbox"/> Yes Oui	<input type="checkbox"/> No Non	By: Par :
Security Intelligence Officer Agent de renseignements de sécurité	Date (YYYYMMDD) (AAAA/MM/DD)	Institutional Head Directeur de l'établissement	Date (YYYYMMDD) (AAAA/MM/DD)	Visit Review Board Comité des visites

CSC/SCC 1279 (R-04-12) (Word Version) XP

Distribution Original - 3170-12

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**ANNEX «D» Suite ...**

**1) AN IDENTITY CARD IS MANDATORY TO HAVE ACCESS TO THIS ESTABLISHMENT AND;**

**2) ONLY (1) TRUCK AT A TIME WILL BE ACCEPTED , IT'S POSSIBLE THAT THE DRIVER WILL WAIT TO HAVE ACCESS TO THE DELIVERY TERMINAL**

**GENERAL DISCIPLINE AND INTERNAL SECURITY**

All security rules, regulations and procedures applicable to CSC public servants are also applicable to the Contractor and its employees.

The Contractor promises and agrees to comply with all standing orders and other regulations in force in areas in which work will take place and which concern personal safety or property protection.

When a Contractor's employee witnesses an illicit or illegal act by one or more inmates, s/he must immediately inform a CSC employee and complete a written report about the incident, for his/her own safety and in compliance with CSC security rules. S/he may also be called as a witness at a hearing, if necessary.

The Contractor shall ensure that the people it employs directly or indirectly to provide the services under this Contract are aware of sections 25 and 129 of the Criminal Code. Section 118 states that a person who refuses, without reasonable excuse, to assist a public officer or peace officer in the execution of his duty, after having reasonable notice that he is required to do so, or who obstructs the officer in the execution of his duties, is guilty of an indictable offence. Section 25 allows a person with just cause to use necessary force to assist a peace officer or public officer. Sections 25 and 129 of the Criminal Code are listed below.

**Excerpt from the Criminal Code:**

Protection of persons administering and enforcing the law

25.(1) (Protection of persons acting under authority) Every one who is required or authorized by law to do anything in the administration or enforcement of the law:

- a) as a private person,
- b) as a peace officer or public officer,

- c) in aid of a peace officer or public officer, or
- d) by virtue of his office, is, if he acts on reasonable grounds, justified in doing what he is required or authorized to do and in using as much force as is necessary for that purpose.

25.(2) (Idem) Where a person is required or authorized by law to execute a process or to carry out a sentence, that person or any person who assists him is, if that person acts in good faith, justified in executing the process or in carrying out the sentence notwithstanding that the process or sentence is defective or that it was issued or imposed without jurisdiction or in excess or jurisdiction.

25.(3) (When not protected) Subject to subsections (4), a person is not justified for the purposes of subsection (1), in using force that is intended or is likely to cause death or grievous bodily harm unless the person believes on reasonable grounds that it is necessary for the self-preservation of the person or the preservation of any one under that person's protection from death or grievous bodily harm.

25.4 (When protected) A peace officer who is proceeding lawfully to arrest, with or without a warrant, a person for an offence for which the person may be arrested without warrant, and every person lawfully assisting the peace officer, is justified, if the person to be arrested takes flight to avoid arrest, in using the force necessary to prevent the flight if it cannot be prevented by reasonable means in a less violent manner.

129 (Offences relating to peace officers) Every one who:

- a) resists or wilfully obstructs a public officer or peace officer in the execution of his duty or any person lawfully acting in aid of such an officer,
- b) omits, without reasonable excuse, to assist a public officer or peace officer in the execution of his duty in arresting a person or in preserving the peace, after having reasonable notice that he is required to do so, or
- c) resists or wilfully obstructs any person in the lawful execution of a process against lands or goods or in making a lawful distress or seizure, is guilty of
- d) an indictable offence and liable to imprisonment for a term not exceeding two years, or
- e) an offence punishable on summary conviction.

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## Excerpt of the Corrections and Conditional Release Act

### Summary conviction offences

- 45 Every person commits a summary conviction offence who:
- a) is in possession of contraband beyond the visitor control point in a penitentiary;
  - b) is in possession of anything referred to in paragraph (b) or (c) of the definition "contraband" in section 2 before the visitor control point at a penitentiary;
  - c) delivers contraband to, or receives contraband from, an inmate;
  - d) without prior authorization, delivers jewellery to, or receives jewellery from an inmate; or
  - e) trespasses at a penitentiary.

### «CONTRABAND»

- a) Intoxicants;
- b) weapons or components thereof, ammunition or anything designed to kill, injure or disable a person or that can be altered or assembled for such purpose when possessed without prior authorization;
- c) explosives, bombs or components thereof;
- d) currency over any applicable prescribed limit, when possessed without prior authorization, and
- e) any other unauthorized item that could jeopardize the security of a penitentiary or the safety of persons.

## **SPECIAL CLAUSES**

It is a term of the Contract that no former public office holder who is not in compliance with the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from it; and that throughout its duration, any person engaged in the course of carrying out the Contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-employment Code for Public Office Holders. Should any such interest be acquired during the life of the Contract that would cause a conflict of interest, or seem to cause a departure from the principles of the Code, the Contractor shall immediately inform a Department representative.

## **PERSONAL INFORMATION PROTECTION**

All information created by Government of Canada employees for the activities under the present Contract, and all information provided to the CSC by the Contractor regarding said activities, shall be subject to the Privacy Act and the Access to Information Act.

The Privacy Act applies to all personal information supplied by the Contractor by any means regarding all services provided under this contract.

It is understood and agreed that all information obtained, searches made and work documents, reminders and final or other reports, completed for this contract, shall be submitted to the department and become the exclusive property of the department. The beneficiary may not use nor divulge this information without the written consent of the department.

**ANNEX « E »****QUARTERLY REPORT - RAPPORT TRIMESTRIEL - (example only)****1st quarter: January 1ST , 2014 to March 31ST, 2014**

<b>RMSO</b>	<b>Firm name</b>	<b>Departments</b>	<b>Qty of order</b>	<b>Total Value Per dept.</b>	<b>Total Value Per period</b>
E6MON-130005/A	XXXX	DND-Mtl	10	10,000\$	
		DND-Valcartier	12	5,000\$	<b>15,000\$</b>
		SCC- Laval	15	20,000\$	
		SCC-Drummond	14	33,400 \$	<b>53,400\$</b>
				<b>CUMULATIF: 68,400\$</b>	

Solicitation No. - N° de l'invitation

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mta550

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CCC No./N° CCC - FMS No/ N° VME

E6MON-130005

MTA-3-36120

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**Annex «F»**

**Complete list of bidder's board directors**

***NOTE TO BIDDERS***

***WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS***

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