

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

Request For a Standing Offer Demande d'offre à commandes

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

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet STANDING OFFER - FRUIT/VEGETABLES	
Solicitation No. - N° de l'invitation F7003-13G347/A	Date 2013-11-06
Client Reference No. - N° de référence du client F7003-13-G347	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-321-9120
File No. - N° de dossier HAL-3-71150 (321)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-17	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée SEE HEREIN	
Address Enquiries to: - Adresser toutes questions à: Gillis, Floyd	Buyer Id - Id de l'acheteur hal321
Telephone No. - N° de téléphone (902)496-5566 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS DIRECTOR, CCG COLLEGE 1190 WESTMOUNT ROAD SYDNEY NOVA SCOTIA B1R 2J6 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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1. Requirement

Solicitation No. - N° de l'invitation

F7003-13G347/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal321

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F7003-13-G347

HAL-3-71150

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Attachment 1-Financial Proposal

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

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

Part 1: provides a general description of the requirement;

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

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

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

Part 5: includes the certifications to be provided;

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

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

2. Summary

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

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

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

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the **Standard Acquisition Clauses and Conditions Manual** issued by Public Works and Government Services Canada.

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

The **2006** (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.

The text under **Subsection 4 of Section 01 - Code of Conduct and Certifications** - Offer of 2006 referenced above is replaced by:

Note: Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under **Subsection 5 of Section 01 - Code of Conduct and Certifications** - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer

1.1 SACC Manual Clauses

M1004T (2011-05-16) Materiel

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

5. Canadian General Standards Board - Standards

A copy of the **CGSB 32.250M** referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board Sales Centre
 Place du Portage III, 6B1
 11 Laurier Street
 Gatineau, Québec
 Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
 Fax: (819) 956-5644
 E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

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

Section II: Financial Offer (one (1) hard copy and one (1) soft copy on CD-electronic attachment to be provided by PWGSC as excel spreadsheet attachment 1.

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

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

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

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

Section I: Technical Offer

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

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

Section II: Financial Offer

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

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

Payment by Credit Card:

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.
The following credit card(s) are accepted: VISA _____ Master Card _____
- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under **Part 5**.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The Crown reserves the right to seek clarification on any part of the offer, if required.

1.1. Technical Evaluation

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

1.1.1 Mandatory Criteria

1.1.1.1 Mandatory Criteria at Bid Closing

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

- A) Acceptance of PWGSC General Conditions and Resulting Contract Clauses contained in this solicitation.
- B) Ability to perform the full scope of the requirement described in **Annexes A , B, and C.**
- C) Provision of Financial Offer as per. **Attachment 1- Financial Proposal**

1.1.1.2 Mandatory Criteria Prior to Issuance of Standing Offer

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

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

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

1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, **Delivery Duty Paid (DDP)**, Canadian customs duties and excise taxes included.

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

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

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared

non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

Certifications Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

1. 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.

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) 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.

1.3 Technical Certification

1.3.1 We the offeror, certify that we meet the full scope of the requirement described herein.

Signature

Date

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

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

2.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in **Annex D**. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a **quarterly** basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

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

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Floyd Gillis

Acquisitions Branch

Public Works and Government Services Canada

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

Tel: 902-496-5566

Fax: 902-496-5016

E-mail: floyd.gillis@pwgsc-tpsgc.gc.ca

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

4.2 Project Authority

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

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

4.3 Offeror's Representative

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

5. Identified Users

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

6. Call-up Procedures

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

7. Call-up Instrument

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

8. Limitation of Call-ups

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

9. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **To be announced at standing offer issuance** (Goods and Services Tax or Harmonized Sales Tax included if applicable) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or **three (3) months** before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (**2012-11-19**), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (**2013-04-25**) General Conditions - Goods (Low Dollar Value) apply to and form part of the Contract
- e) **Annex A**, Requirement;
- f) **Annex B**, Basis of Payment;
- g) **Annex C**, Deliverables;
- h) **Appendix 1- Financial Proposal**
- i) the Offeror's offer, dated _____. (*To be inserted by Offeror*)

11. Certifications

11.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12. Applicable Laws

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

13. Insurance Requirements

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

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

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

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2029 (2013-04-25) General Conditions - Goods (Low Dollar Value) apply to and form part of the Contract

3. Term of Contract

3.1 Delivery

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

4. Payment

4.1 Basis of Payment

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

4.2 Limitation of Price

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

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

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

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

2. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

(b) Three (3) copies of the invoice shall be provided to the consignee at the time of delivery and must reflect only the standing offer price, or the applicable miscellaneous catalogue item price. The consignee will verify that all items shipped have been delivered and accepted. Invoices must include the order number; date and applicable standing offer call-up number.

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

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

See **Annex A , Para 15** for additional instructions on invoicing.

6. SACC Manual Clauses

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

7. Insurance Requirements

7.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

-
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

ANNEX A

STATEMENT OF REQUIREMENTS

Fresh Fruit/Vegetables

1. REQUIREMENT

To supply and deliver **fresh fruit and vegetables** on an as and when requested basis, to the Canadian Coast Guard College in Sydney, Nova Scotia, in accordance with complete descriptions and miscellaneous items as listed in Supplier Catalogues up to 15% of the Standing Offer awarded estimate for the effective period of the Standing Offer. Single call-ups not to exceed the current one time restrictions for 942 call-ups. Deliverables are defined at **Annex C**.

2. SHELF LIFE

Customer requires latest pack available. Manufacturer code date at **TIME OF** delivery not to exceed 50% of shelf life shown in item description. Outdated products shall not be accepted and will be refused upon delivery.

3. PALLETIZATION, MARKINGS AND OVERSHIPMENTS

Shipments over 20 cases to be palletized. Unloading of vehicles – trucking pallet heights often exceed freezer storage height and/or more than one item may be shipped on the same pallet. During off-loading of vehicles, customer may require vehicle driver to assist in re-stacking and/or off-loading of these pallets.

4. APPLICATION OF MARKINGS

Cases are to be marked with the month and year of pack on one end of each case. Suppliers (packers) coded markings of date are not acceptable. If supplier is unable to comply with foregoing, a letter confirming month and year of pack must accompany shipment. Failing this, the breakdown of products codes are to be made available upon request by receiver.

Coded markings, showing case weights, must be capable of being read without unloading entire pallet. All cases, should be stacked so that case weight markings are visible for totaling of random weight items. Maximum case weights of shipping cartons not to exceed 22.68 kilograms or 50 pounds.

5. PACKAGING

Standard commercial packaging practices or higher.

6. OVERSHIPMENTS

Order quantities shall be rounded to the nearest case size. **Overshipment exceeding a single case will not be accepted.**

7. DELIVERY

The minimum delivery frequency required to support Fisheries & Oceans Canada will be two (2) days per week. Although Coast Guard College, Sydney has a **preferred delivery** for fresh fruit and vegetables of twice per week, every **Tuesday and Friday, any two days Monday to Friday is acceptable.** Delivery times shall be from 06:30 am to 10am or 1:30 pm to 3:30 pm. Delivery times are to be advised at time of ordering. **Delivery window will be plus or minus thirty (30) minutes of the agreed delivery time.** Suppliers must be able to facilitate the pick-up of orders by Fisheries & oceans Canada vehicles at their premises if and when requested.

Offered delivery days for fresh fruit/vegetables are _____ and _____. (to be completed by bidder.)

8. SERVICE LEVELS

a) **NORMAL REQUIREMENTS:** within four (4) working days (working day is defined as between the hours of 06:30 and 15:30, Monday to Friday);

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

c) **EMERGENCY REQUIREMENTS:** Minimum twenty-four (24) hours (an emergency requirement is foreseen as the amount of product, to feed fifty (50) people for fourteen (14) days).

9. CONFIRMATION OF AVAILABILITY

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

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

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

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

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

Vendors are to supply the name and telephone number of two people to contact for after hours for emergency requirements.

10. QUALITY ASSURANCE

- a) Chilled products are to be delivered with an internal temperature of not greater than four (4) degrees Celsius and not less than one (1) degree Celsius.
- b) Product to be supplied must be of recent production and have the latest production date available. The shelf life or best before date must be clearly marked in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.
- c) Where applicable, Canadian General Standards Board (CGSB) specifications are to be complied with.
- d) Final inspection and acceptance of product will rest solely with the Consignee at the point of destination. All product supplied shall be free of signs of deterioration, spoilage, filth or damage by rodent or insects. The Consignee will have the right to reject product at the time of delivery and unacceptable products will be removed immediately by the Supplier.
- e) Replacement orders must be provided within a maximum of four hours. Provision of replacement orders beyond this four hour limitation can be authorized by the ordering office on an exception basis only.

11. PACKAGING

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

At any time during the period of a Standing Offer, any unused items, in the original packaging can be returned to the vendor for a full refund without a restocking charge. The refund shall either be a credit against the acquisition card used at the time of purchase, or if by some other means, credit notes shall be issued for use against future purchases, or as otherwise specified.

12. HYGIENE

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

13. PRODUCT/PRICE LIST

Upon award of a Standing Offer, your product/price lists are to be provided in an Excel worksheet or .pdf and sent by e-mail to the following: **To be advised at issuance of Standing Offer.**

Electronic pricing files shall be properly named and identify the vendor name (in brief), and the applicable dates pricing applies to. Example: "Vendor Name" Dry Provisions Prices **DD-MM-YY** to **DD-MM-YY**

The product price list shall contain as a minimum the following columns of information in spreadsheet columns having column properties as text with the exception of the price column, which shall be set as currency with two decimal places and the dollar sign symbol selected.

1. Client department's product code number, if appropriate;
2. Group;
3. Vendor's product or stock number;
4. Vendor's product description;
5. Vendor's unit of issue;
6. Vendor's pack size;
7. Vendor's price per unit of issue;
8. Brand Name.

14. PRICING

In addition to the pricing on the Standing Offer, special offerings due to year-end or surplus manufacturing runs, special job lots, sales, etc. are to be made available as they occur if of a lesser cost than under the specified quoted price herein

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

Prices will be reviewed by Fisheries & Oceans Canada. Suppliers must be prepared to justify and substantiate any increase at the request of **PWGSC**.

15. INVOICING

a) Three (3) copies of a priced INVOICE will be provided to the Consignee at the time of delivery. The Consignee and the delivery representative will verify all items shipped have been delivered and accepted and are at current prices at point of ordering, using the invoices provided by the Supplier. Invoices must include the order date and applicable Standing Offer call-up numbering.

b) The Consignee will forward for payment only those items delivered and accepted on the invoices; and

c) **Your invoices MUST reflect the correct price effective at time of ordering.** All invoices are to be priced per actual weight in the carton, i.e., in kilogram (Kg) or gram (gr). See **Part 6B, Para 5** for additional invoicing instructions.

16. CASE LOT PROVISIONS

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

17. MINMUM ORDER QUANTITIES

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

18. PERIODIC REPORTS

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

19. INSTRUCTIONS TO SUPPLIERS

High quality product as defined in Canadian Government Specifications Board (CGSB) specifications and contained in call-ups (PWGSC 942 or Fisheries & Oceans Canada alternate form), will be required during the period of this Standing Offer. Failure to provide the level of quality as defined herein more than three times in one (1) month, will result in PWGSC not authorizing further call-ups against the proposed Standing Offer.

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

20. GENERAL SPECIFICATIONS-FRESH FRUIT AND VEGETABLES.

All **fresh fruit and vegetables** will meet the delivery conditions and requirements as per **CGSB 32.250M**, current issue. Fruit and vegetables shall fully comply with the grade requirements and other provisions prescribed in the Canada Agricultural Products Act and the Fresh Fruit and Vegetable Regulations. The fruit and vegetables shall be of one variety or of similar variety characteristics as established for the grade concerned in the Fresh Fruit and Vegetables Regulations. The fruit and vegetables shall be clean, sound, free from mold, fresh and without evidence of moisture loss (wilted, shriveled or soft), moisture or freezing damage or sunburn. The fruit and vegetables shall be practically free from foreign matter, discoloration or damage caused by insects, worms, disease, decay, over maturity, hail, mechanical or other means. The fruit and vegetables shall be delivered at such a state of maturity and so packaged that they will arrive at the destination in good condition and at the users' specified state of maturity. No produce shall be iced except for broccoli, parley and green onions.

21. TRANSPORTATION OF GOODS

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Buyer ID - Id de l'acheteur

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

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

Any items that are viewed as unacceptable for receipt of delivery as the result of improper storage, handling, etc., during transportation shall be subject to refusal by **Canadian Coast Guard College** personnel.

ANNEX B
BASIS OF PAYMENT

(a) Pricing is to be **Delivery Duty Paid (DDP)**, including all delivery charges unless otherwise indicated. Pricing must be in Canadian dollars.

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

(c) Prices quoted by the supplier shall be valid for a period of **two weeks**. Price amendments will take effect on the first day of the **third week** and must be received by Wednesday of the **second week**. In the event of a price increase or decrease, an amendment will be issued to the Standing Offer.

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

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

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

Note: There are fifty nine (59) items shown for evaluation. Offers must show pricing on a **minimum** of forty-five (45) items to be considered for further evaluation. Offers that show pricing on less than 45 items, will be deemed **non responsive**.

A compliant financial offer(s) with the lowest total overall price that is the result of the least amount of unit pricing offered, shall be subject to an **“equal unit pricing comparison”** methodology.

Evaluated prices will be calculated by adding the extended total for all line items. When not all items are offered, the **highest price received of all responsive bidders** for that item will be used for calculations for evaluation purposes.

Examples:

1. Two (2) offers received:

		Supplier A	Supplier B
Item 1	Sausages	\$5.00	\$0.00
Item 2	Chicken Wings	\$6.00	\$3.00

To obtain a total offer price for evaluation for Supplier B, the price for Item 1 from Supplier A (\$5.00) would be inserted as Supplier B's price

2. Three (3) or more offers received: the **highest** unit pricing among the submitted offers shall be selected and inserted into the offer(s) not showing unit pricing for those items.

		Supplier A	Supplier B	Supplier C	Supplier D
Item 1	Sausages	\$5.00	\$0.00	\$4.50	\$3.50
Item 2	Chicken Wings	\$6.00	\$3.00	\$2.75	\$4.50

To obtain a total offer price for evaluation for Supplier B, the price for Item 1 from Supplier A (\$5.00) would be inserted as Supplier B's price

Upon completion of evaluation, the offer with the lowest overall price, with all offers having been evaluated with an equal amount of unit pricing, shall be issued the standing offer.

ANNEX C
DELIVERABLES

ITEM	DESCRIPTION
1	Apples, Eating (Red Delicious), 113 or 124 count, 40 lb cartons layered or individually packed
2	Apples, Eating (Granny Smith), 113 or 124 count, 40 lb cartons layered or individually packed
3	Apples, Eating (Macintosh), 113 or 124 count, 40 lb cartons layered or individually packed
4	Bananas, in hand 40 lb box, (18,14kg) case, Stage 3 or 4
5	Grapes, Red #1 Seedless, 20 lb lug, (8kg)
6	Grapes, Green #1 Seedless, 20 lb lug, (8kg)
7	Grapefruit, Pink #1, 56 Count, 40 lb carton
8	Lemons, #1, 140 count, 40 lb carton
9	Oranges, California, #1, 113 count, 40 lb carton
10	Mangoes, 8-9 count, 10 lb case
11	Limes, 18 count per case
12	Watermelon, 9-10lbs each
13	Cantaloupe, 12-18 count per case
14	Honeydew Melons, 4-10 count per case
15	Pears, 18 kg per case
16	Kiwis, 12 count per case
17	Pineapple, 6 count per case
18	Strawberries, 12 qts per flat
19	Blueberries, 12 pts per flat
20	Plums, 11.34kg per case
21	Potatoes, Canada #1, 50 lb bag
22	Sweet Potatoes, 45 lbs per crate
23	Potatoes, Mini Red 25 lbs per crate
24	Cabbage, 50 lb sack or open weave container
25	Cabbage, Red, 10 lbs bag
26	Beets, 25 lb bag
27	Carrots, Topped, washed, 50 lb sack or open weaver container
28	Celery, Trimmed, 50 lb crate, 24 count
29	Cucumbers, English, 12 count
30	Lettuce, Spring Mix 3 lbs per case
31	Romaine Lettuce, 24 per case
32	Lettuce, IceBurg, 24 per case
33	Lettuce, Green Leaf, 24 per case
34	Fresh Garlic Cloves, 3 lbs per unit
35	Gingerroot, Fresh, 5lbs per case

36	Onions, Spanish, 50 lb bag
37	Onion, Red, 25 lb bag
38	Onions, Green 2 lb bag
39	Onions, Leek 12 count per case
40	Onions, Shallots 10 lb bag
41	Peppers, Green, 9 kg per case
42	Peppers, Red, 5 kg per case
43	Peppers, Yellow, 5 kg per case
44	Tomatoes, Cherry, 12 pts per carton
45	Turnip, medium, unwashed, 50 lb sacks or open weave container
46	Corn on the Cob, 48 per crate
47	Squash, Butternut, 50 lb bag
48	Spinash, Baby, 4 count per ctn
49	Mushrooms, Button #1, 5 lbs per unit
50	Mushrooms, Portobello, 5 lbs per unit
51	Parsnips, 24 x 1 lb bag
52	Beans, Green, 25 lbs per case
53	Herb - Parsley, bunch
54	Herb - Rosemary - 4 oz
55	Cauliflower, 12 count per case
56	Broccoli, 18 heads per case
57	Peas, Snow, 10 lbs per case
58	Eggplant, 10 lbs per case
59	Asparagus, Green, 11 per case (approx 5.30/kg)

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