
This bid solicitation cancels and supersedes previous bid solicitation number 21501-155370/A dated 2014-07-03 with a closing of 2014-08-13 at 2:00 PM MDS. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 76, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment and the Standing Offer Reporting.

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).

2. Summary

Regional Individual Standing Offer (RISO) for the supply, delivery and off-loading of fresh bread products to the Correctional Service of Canada, located in Alberta, Saskatchewan and Manitoba an "as required" basis during the period estimated from October 1, 2014 to September 30, 2015 inclusive.

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual 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 (2014-06-26) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 (ten) 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 Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy);

Section II: Financial Offer (1 hard copy);

Section III: Certifications (1 hard copy).

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

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

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

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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/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.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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 _____

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Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Technical Evaluation

1.1.1 Mandatory Technical Criteria

Offers must meet or exceed all the requirements specified in Annex A - Requirement.

1.2 Financial Evaluation

The total assessed offer price quoted in "Annex B - Basis of Payment" will be determined using the rates provided by the offeror. These rates will be multiplied by the estimated usages. The extended totals will be aggregated to reach the total assessed offer price.

Requirements for each delivery location will be evaluated separately.

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 evaluated price will be recommended for issuance of a standing offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006 (2014-03-01). The associated information required within the Integrity Provisions 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 Employment and Social Development Canada-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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2014-06-26) 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 "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

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The period for making call-ups against the Standing Offer is estimated from September 1, 2014 to August 31, 2015 inclusive.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Alex Tikhonovitch
Public Works and Government Services Canada
Acquisitions Branch
Western Region
5th Floor Telus Plaza North
10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

Telephone: (780) 497-3541
Facsimile: (780) 497-3510
E-mail address: alex.tikhonovitch@pwgsc-tpsgc.gc.ca

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

5.2 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's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service of Canada delegated representatives as stated on PWGSC-TPSGC 942 form or electronic document.

7. Call-up Instrument

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

8. Limitation of Call-ups

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

9. 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 (2014-06-26), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014-06-26), General conditions - Goods (Medium Complexity);
- e) Annex "A" - Requirement;
- f) Annex "B" - Basis of Payment;
- g) Annex "C" - Standing Offer Reporting;
- h) the Offeror's offer _____:

10. Certifications

10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. 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 Alberta.

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 (2014-06-26), General Conditions - Goods (Medium Complexity); apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2014-06-26), 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

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

4. Payment

4.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B - Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

4.3 SACC Manual clause H1000C (2008-05-12), Single Payment

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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.

6. Insurance

SACC Manual clause G1005C (2008-05-12), Insurance

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7. SACC Manual Clauses

A9039C (2008-05-12), Salvage;
A9068C (2010-01-11), Government Site Regulations;
B7500C (2006-06-16), Excess Goods.

ANNEX "A"**REQUIREMENT**

Regional Individual Standing Offer (RISO) for the supply, delivery and off-loading of fresh bread products to the Correctional Service of Canada, located in Alberta, Saskatchewan and Manitoba on an "as required" basis during the period estimated from October 1, 2014 to September 30, 2015 inclusive and in accordance with the terms and conditions set out herein.

Ordering Responsibilities

Orders for regularly stocked items will typically be placed no less than three (3) calendar days in advance of the expected delivery date by telephone, facsimile, e-mail or hard copy. Delivery times for special order items will be identified by the offeror at time of call-up. Government of Canada departments require a minimum of forty-eight (48) hours prior to delivery to cancel or make minor amendments to the original order.

Quality Standard Requirements:

- (a) All products must adhere to the following Acts and their regulations:

Agriculture & Agri-Foods Administrative Monetary Penalty Act
Canada Agriculture Products Act
Canadian Food Agency Inspection Act
Consumer Packaging and Handling Act (as it relates to food)
Food and Drug Act (as it relates to food)

- (b) All products offered must be in accordance with the Canadian General Standards Board (CGSB) Standards, current editions.

Note: Canadian General Standards Board (CGSB) Standards are available from :

CGSB
Canadian General Standards Board
Gatineau, Canada
K1A 1G6

Telephone: 819-956-0425 or 1-800-665-2472

Facsimile: 819-956-5740

A complete collection of The Canadian General Standards Board standards and specifications is also available for viewing at Depository Libraries. For information on Depository Libraries in the Offeror's area, contact the Canadian General Standards Board Sales Unit.

- (c) "Generic" or "No Name" products and packaging will not be accepted unless approved. Where a National Brand Name has been specified, offerors are to provide that product as requested unless a substitute has been approved by the Project Authority.

-
- (d) "Canada Choice" is the minimum acceptable grade for products falling under the grading guideline.
- (e) No substitute on the packaging, containers or sizes, including case quantities, listed in Annex "B" of the resulting Standing Offer will be accepted unless approved prior to shipping by the Project Authority or designated representative.
- (f) All packaging must include a "date of pack" or "best before date" clearly visible on each outer box or individual item.

Products should have at least six (6) days of shelf-life remaining on the product, from date of shipment. Offeror's should identify those products unable to meet this timeframe, when completing Annex "B" Working Documents - Basis of Payment.

Bread Trays/Pallets:

Charges/deposits for bread trays and pallets used for delivery will not be accepted. Each consignee will return the bread trays and pallets to the offeror. Charges will apply if the consignee does not return the pallets and trays or has caused damage to them, in accordance with charges indicated in Annex "B".

Delivery of Products Not Meeting Quality Standards:

Any products not meeting the Quality Standard Requirement delivered to Canadian Government Departments and Agencies Alberta will be returned (opened or unopened) at the supplier's expense.

Three (3) shipments of products that fail to meet the Delivery or Quality Standard Requirements may result in no further orders being placed with the Offeror and the Standing Offer may be set aside.

Order Confirmation of Availability:

Potential shortfalls of any item requested shall be immediately brought to the attention of the designated Food Services representative.

Discrepancies and Substitutions:

Substitutions will not be accepted without the approval from the designated Food Services representative.

Rejects and Shortfalls:

Any products not meeting quality standards will be returned (opened or unopened). Delivery costs to replace all rejected and shorted items will be at the Offeror's expense.

Three or more shipments of products that fail to meet quality standards may result in no further orders being placed and the Standing Offer may be set aside.

Deliveries:

Offerors must be able to provide delivery between Monday to Friday. Deliveries on weekends may be required. Deliveries are to be made to the location specified in the call-up document.

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Deliveries are to be between 7:30 a.m. - 11:00 a.m. and 1:00 p.m. - 3:30 p.m.

If for any reason, deliveries will be late, the Offeror will notify the Project Authority or designated representative of the estimated arrival time so that the Project Authority or designated representative can make alternate arrangements to have enough staff available at the revised arrival time.

Delivery Requirement for Correctional Services Canada

Metal components in the bread trays used for deliveries are NOT acceptable. All deliveries must be individually palletized for the destination site and ready for immediate drop off. Sorting of mixed pallets at the destination is prohibited. Products not properly separated and/or palletized will be rejected. Correctional Service of Canada equipment must not be utilized to make deliveries. All equipment, including pallet jacks etc. required to make deliveries must be provided by the supplier.

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ANNEX B

BASIS OF PAYMENT

Please see attached PDF file - entitled - Annex "B" - Basis of Payment.

Period of Standing Offer: Estimated from October 1, 2014 to September 30, 2015.

Firm prices must be in Canadian dollars, FOB destination, Canadian custom duties and excise tax included, and G.S.T./H.S.T., is extra if applicable and will be added as a separate line item on any resulting invoices.

The estimated usage provided in Annex "B" - Basis of Payment, is for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage's expected or any commitment on the part of Canada.

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ANNEX "C"

STANDING OFFER REPORTING

Each Usage Report is to be comprised of data from completed Call Ups,

The first due date is _____, and reports are due every _____ months thereafter.

The Offeror hereby offers to provide information on completed Callups as per the format below;

Supplier Name		Contact Name / Number:	
Standing Offer Number:		Period Covered	

Department	Call up Number	Dollar Value (GST Included)

(A) Total Dollar Value Call-ups for this Reporting period:	
(B) Accumulated Call-Up totals to date:	
(A+B) Total Accumulated Call-Ups:	

The data must be submitted by Email on a quarterly basis to the Public Works and Government Services Canada Standing Offer Authority at **WST.PA-EDM@pwgsc-tpsgc.gc.ca**