

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1  
Bid Fax: (506) 851-6759

<b>Title - Sujet</b> RISO-Springhill Canteen dairy/froze	
<b>Solicitation No. - N° de l'invitation</b> 21201-165840/A	<b>Date</b> 2015-05-26
<b>Client Reference No. - N° de référence du client</b> 21201-165840	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-015-5021
<b>File No. - N° de dossier</b> MCT-5-38020 (015)	<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 2015-06-15</b>	
<b>Time Zone</b> Fuseau horaire Atlantic Daylight Saving Time ADT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Drisdelle, Charlotte J.	<b>Buyer Id - Id de l'acheteur</b> mct015
<b>Telephone No. - N° de téléphone</b> (506)851-6948 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA Inmates Canteen Springhill Institut P.O.BOX 2140 SPRINGHILL Nova Scotia BOM1X0 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.	

**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**

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Issuing Office - Bureau de distribution**  
NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

21201-165840/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-5-38020

Buyer ID - Id de l'acheteur

mct015

CCC No./N° CCC - FMS No/ N° VME

---

**This document is blank. See attached documents.**

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 INTRODUCTION .....	2
1.2 SUMMARY .....	2
1.3 DEBRIEFINGS .....	3
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF OFFERS.....	3
2.3. ENQUIRIES - REQUEST FOR STANDING OFFERS .....	4
2.4. APPLICABLE LAWS.....	4
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>4</b>
3.1. OFFER PREPARATION INSTRUCTIONS .....	4
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>5</b>
4.1 EVALUATION PROCEDURES .....	5
4.2 BASIS OF SELECTION .....	6
<b>PART 5 - CERTIFICATIONS.....</b>	<b>6</b>
5.1 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER.....	6
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>7</b>
<b>A. STANDING OFFER.....</b>	<b>7</b>
6.1 OFFER.....	7
6.2 SECURITY REQUIREMENTS .....	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	8
6.4 TERM OF STANDING OFFER .....	8
6.5. AUTHORITIES .....	8
6.6 IDENTIFIED USERS.....	9
6.7 CALL-UP PROCEDURES .....	9
6.8 CALL-UP INSTRUMENT.....	10
6.9 LIMITATION OF CALL-UPS .....	10
6.10 FINANCIAL LIMITATION.....	10
6.11 PRIORITY OF DOCUMENTS .....	10
6.12 CERTIFICATIONS.....	11
6.13 APPLICABLE LAWS.....	11
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>11</b>
6.1 REQUIREMENT .....	11
6.2 STANDARD CLAUSES AND CONDITIONS.....	11
6.3 TERM OF CONTRACT .....	12
6.4 PAYMENT .....	12
6.5 INVOICING INSTRUCTIONS .....	13
6.6 SACC MANUAL CLAUSES.....	13
6.7 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION .....	13

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

#### The Annexes include:

- Annex A -        Requirement  
Annex B -        Basis of Payment - List of Products  
Annex C -        Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;

### 1.2 Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Dairy Products & Frozen Foods - Canteen Items, to the Inmates' Canteens** at Correctional Services Canada's (CSC) **Springhill Institution** located in Springhill Nova Scotia for the period from **01 July, 2015 to 30 June, 2016** inclusive.

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

*The requirement is not subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT) and Canada-Peru/Canada-Colombia/Canada-Panama Free Trade Agreements.*

Solicitation No. - N° de l'invitation  
21201-165840  
Client Ref. No. - N° de réf. du client  
21201-165840

Amd. No. - N° de la modif.  
File No. - N° du dossier  
21201-165840

Buyer ID - Id de l'acheteur  
MCT015  
CCC No./N° CCC - FMS No./N° VME

---

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

### 1.3 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

### 2.1 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) (<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 (2014/09/25)** 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: 60 days**

**Insert: 120 days**

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
M0019T	Firm Price and/or Rates	2007/05/25

### 2.2 Submission of Offers

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

Due to the nature of the Request for Standing Offers, transmission of offers by electronic mail to PWGSC will not be accepted.

### 2.3. 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

### 2.4. Applicable Laws

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

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1. Offer Preparation Instructions

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

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

Solicitation No. - N° de l'invitation  
21201-165840  
Client Ref. No. - N° de réf. du client  
21201-165840

Amd. No. - N° de la modif.  
File No. - N° du dossier  
21201-165840

Buyer ID - Id de l'acheteur  
MCT015  
CCC No./N° CCC - FMS No./N° VME

- 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: Financial Offer

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

#### 3.1.1 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

### 4.1 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.

#### 4.1.2 Financial Evaluation

##### SACC Reference

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

## 4.2 Basis of Selection

### 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 on an item by item basis** 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.

### 5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### 5.1.1 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**. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 5.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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 [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 5.2 Additional Certifications Precedent to Issuance of a Standing Offer

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

### 5.2.1 Canadian Content Certification

#### 5.2.1.1 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition

#### 5.2.1.2 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

- ( ) a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

*(Derived from - Provenant de: A3053T, 11/01/10)*

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

- 6.2.1 **On receipt of a Standing Offer, the Supplier must provide a list of its drivers to the Institutions of Correctional Services Canada in order for the drivers to be cleared by a Canadian Police Information Center (CPIC) Security check before deliveries can be made to the various Institutions.**

**The Suppliers must replace drivers that cannot be admitted to a CSC Institution for failure to meet these security requirements.**

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

**2005 (2014/09/25)** General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### 6.4 Term of Standing Offer

#### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **01 July, 2015 to 30 June, 2016** inclusive.

### 6.5 Authorities

#### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

**Telephone: 506-851-6948**  
**Facsimile: 506-851-6759**  
**E-mail address: [charlotte.drisdelle@pwgsc-tpsgc.gc.ca](mailto:charlotte.drisdelle@pwgsc-tpsgc.gc.ca)**

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

#### 6.5.2 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.

Solicitation No. - N° de l'invitation  
21201-165840  
Client Ref. No. - N° de réf. du client  
21201-165840

Amd. No. - N° de la modif.  
File No. - N° du dossier  
21201-165840

Buyer ID - Id de l'acheteur  
MCT015  
CCC No./N° CCC - FMS No./N° VME

---

**6.5.3 Offeror's Representative** (offeror please complete and submit with the offer)

**Placing Orders:**

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

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

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

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

**Delivery follow-up:**

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

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

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

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

**General Enquiries:**

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

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

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

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

**6.6 Identified Users**

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

**Inmates' Canteens at Correctional Service Canada Institutions as follows:**

**Springhill Institution  
330 McGee Street  
PO Box 2140  
Springhill NS B0M 1X0**

**6.7 Call-up Procedures**

As per Annex A

## 6.8 Call-up Instrument

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

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$10,000.00** (Applicable Taxes included).

## 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$32,000.00** (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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

## 6.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005 (2014/09/25)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A (2014/11/27)**, General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment – List of Products;
- g) Annex C, Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;
- h) the Offeror's offer dated \_\_\_\_\_

## **6.12 Certifications**

### **6.12.1 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.

### **6.13 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

**2010A (2014/11/27)**, General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of **2010A (2014/11/27)** will not apply to payments made by credit cards.

#### **6.2.2 SACC Manual Clauses**

##### **6.2.2.1 Inspection and Stamping**

The Contractor must ensure that inspectors from the Canadian Food Inspection Agency (CFIA) have inspected all meat and meat products, poultry and poultry products, lard, shortening and margarine containing animal fats, and soups containing ingredients of animal origin, and have stamped those products "CFIA inspected for CG" before shipment.

Solicitation No. - N° de l'invitation  
21201-165840  
Client Ref. No. - N° de réf. du client  
21201-165840

Amd. No. - N° de la modif.  
File No. - N° du dossier  
21201-165840

Buyer ID - Id de l'acheteur  
MCT015  
CCC No./N° CCC - FMS No./N° VME

---

The Contractor must arrange for all such products to be delivered to the consignee either from an establishment registered in accordance with the Meat Inspection Act, 1985, c. 25 (1st Supp.) and the regulations made under that Act, or from a food distributor that purchased the products from such an establishment. Canada will not accept products that have not been stamped by the CFIA.

The Contractor must not permit any food distributor to alter or further process any meats or other products that have been inspected by inspectors from the CFIA.

#### **6.2.2.2 Delivery of Fresh Chilled or Frozen Products**

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18o C or lower, and fresh chilled products between 4o C and 1o C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

#### **6.2.2.4 Type of Transport**

Delivery must be made in refrigerated transport. The acceptable temperature range is from 1.5° C to 4° C or (35° F to 40° F).

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

##### **Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in **Annex B the Basis of Payment**. Customs duties are included and Applicable Taxes are extra.

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

#### **6.4.2 Method of Payment**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
H1000C	Single Payment	2008/05/12

Solicitation No. - N° de l'invitation  
21201-165840  
Client Ref. No. - N° de réf. du client  
21201-165840

Amd. No. - N° de la modif.  
File No. - N° du dossier  
21201-165840

Buyer ID - Id de l'acheteur  
MCT015  
CCC No./N° CCC - FMS No./N° VME

---

### 6.4.3 Payment by Credit Card

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

**OR**

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

### 6.5 Invoicing Instructions

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

### 6.6 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2014/06/26
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

### 6.7 Shipping Instructions - Delivery at Destination

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

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

**“REQUIREMENT”**

**Canteen Items - Dairy Products & Frozen Foods**

***For the Inmates' Canteen at Correctional Service  
Canada's Springhill Institution***

**Delivery MUST be provided to the following Institution:**

**Springhill Institution – Springhill, Nova Scotia**

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

**REQUIREMENT**

To supply and deliver **Dairy Products & Frozen Foods - Canteen Items** to the Inmates' Canteen at Correctional Service Canada's **Springhill Institution located in Springhill Nova Scotia**, as specified, for the period from **01 July, 2014 to 30 June, 2015**.

**Please bid on all items you are able to supply regardless of whether you can only bid on one or more items.** Standing Offer(s) will be awarded to the lowest price "per item" or "group of items" **ONLY if substantial savings** can be accomplished.

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

You must bid on the brand requested for items where a specific brand is indicated. Where a specific brand name is not requested, you are to bid on generic brands to have the lowest price possible as these items are purchased solely by inmates.

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

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

**PRICING**

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

**CALL-UP PROCEDURES**

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

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

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

### **ORDER CONFIRMATION OF AVAILABILITY**

At time of a call-up, if a product is not available, you are to advise the requesting Food Services Officer from the Institution, or his delegated representative of the **unavailability of the product within (4) hours**.

Items that are not available are NOT to be back ordered.

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

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

### **DISCREPANCIES AND SUBSTITUTIONS**

No items shall be substituted unless the substitution is authorized on the call-up document by the Project Authority/Canteen Officer.

#### ***Sizes, Product Types and Brand Names:***

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

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

If a product becomes temporarily unavailable for a short period of time DUE to Manufacturing Problems, you may supply a product of equal value (if available) if acceptable by the Canteen Officer (CO) or his representative. The supplier will be responsible to notify the CO or his representative as soon as the original product brand is made available again.

### **DELIVERY INSTRUCTIONS:**

Only one delivery is to be made per order.

Deliveries MUST be provided as requested.

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

All products must be delivered in its original box or case.

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

If products must be returned due to non-compliance, COST to return these products will be the responsibility of the supplier.

## Annex « A »

The contractor shall bear all risks of loss or damage to the goods until such time as they have been delivered to the requesting unit.

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

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

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

### **EMERGENCY DELIVERIES:**

#### **LOCK DOWN Emergency Deliveries:**

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

#### **Other Emergency Deliveries:**

Orders **MUST be delivered within 24 hours notice**, excluding Sundays & Statutory Holidays only, for Emergency Deliveries due to a **LOCK DOWN**.

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

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

### **DELIVERY REQUIREMENTS for Each Individual Institution**

#### **Springhill Institution (SI) - Springhill, N.S.**

Deliveries are accepted from **Monday to Friday**. Goods must be delivered between **8h00 until 11h00** and between **13h00 and 15h00** (deliveries must be completed by 11h00 and 15h00).

Emergency Deliveries will be accepted during the same hours as regular deliveries.

#### **Location of Delivery - Mandatory Requirement:**

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

## Annex « A »

### **NOTE:**

The day of delivery, for the duration of the standing offer, will be determined between the Canteen Officer from each Institution and the Successful Bidder at award of the standing offer prior to the date of commencement.

There MUST be NO liquor and NO cigarettes in the delivery trucks at any time for each of the Institutions.

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

### **REQUIREMENTS PERTAINING TO INVOICING**

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

No Hand Written Invoices will be accepted.

If and when corrections to an invoice are made, you MUST reprint a corrected copy to be supplied at time of delivery.

No hand written corrections on invoices will be accepted.

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

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

### **Invoices MUST contain the following information:**

1. Purchase Order Number
2. Attention: Name of Requesting Site
3. Complete Mailing Address
4. Invoice Control Number
5. Delivery Date

## **TYPE OF TRANSPORT**

Delivery of chilled, frozen food commodities will be made in climate controlled transport unless the consignee instructs otherwise.

The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, it is important that the environment it presents does not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.

The construction, maintenance, sanitation and refrigeration standards in addition to the handling practices must equate as closely, as is reasonably possible, to the standards required of a well-operated Canadian commercial grocer.

## **PALLETISING**

All food items **MUST** be shipped to the specified delivery point on shrunk or stretch wrapped pallets not higher than 180 CM in height.

Orders **MUST** be separated by individual units/kitchens/canteens and clearly identified with the name of the requesting unit/kitchen/canteen on at least (2) sides.

***Food items MUST be palletized in segregated commodities of:***

***Dry goods;  
Chilled products; and  
Frozen Foods***

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

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

## **PRODUCTS**

All packaging and labeling must be in accordance with CGSB Standards and CFIA regulations. Individual packaging and labeling of product must indicate "Best Before" date on packaging.

## **EXPIRY DATES:**

**STANDARDS:** All packaged foods shall comply with the relevant portions of the following Acts and Regulations:

- a) The Food and Drug Acts and Regulations;
- b) Canada Agriculture Products Standards Acts
- c) Canadian General Standards Board
- d) CFIA Inspection Standards

## QUALITY ASSURANCE

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

All products must be of recent production and have the latest production date available, the shelf life or best before date must be clearly indicated on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

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

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

A copy is available and may be purchased from:

Canadian General Standards Board Sales Centre  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Quebec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

E-mail: [ncr.cgsb-ongc@pwgsc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)

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

Final inspection and acceptance of the food product will rest solely with the consignee (client) at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The client will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

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

**Vendor's Performance:**

The vendor's performance will be monitored by the Food Services Officer or his designated representative at each individual Institution.

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

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to COMMUNICATE unavailability of products ordered within required time frame (4 hours);
- c. Ability to provide products as per sizes requested at quoted prices;
- d. Ability to deliver within required time frame AND the necessary location required at the site;
- e. Ability to provide required quality service and products at all time;
- f. When units are broken open inside a case, the Canteens MUST receive a credit for the amount of damaged/broken/open units immediately upon advising the supplier of the problem. They cannot keep them in their warehouse until they have a case full of these individual units. The warehouse may lose the units, also the drivers sometimes won't pick up the damaged goods if they don't have a pick up slip from the supplier advising to pick up.

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

Public Works and Government Services Canada  
Travaux publics et Services gouvernementaux Canada

File No / No de dossier: **21201-16 5840 Annex B** Canteen - Springhill Institution / Cantine - Établissement Springhill  
Title / Titre: **Canteen Items - Dairy Products & Frozen Foods** / Articles de cantines - Produits laitiers et aliments congelés

<b>Vendor Name / Nom du fournisseur:</b>										
<b>Period / Période: 2015 - 2016</b>										
Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Brand offered	Sizes requested	Sizes offered	Product No.	Price		
1	208	case	Ellios Supreme Pizza microwaveable ELLIOS Supreme only by McCain No Substitute		24 x 170g				PER	case
2	52	case	Pizza Pockets, Deluxe, microwaveable, MUST be individually wrapped by McCain No Substitute		24 x 100 g				PER	case
3	78	case	McCain Five Minute SuperQuick 5 minute fries No Substitute		12 x 650g				PER	case
4	104	case	Chicken Burgers, Breaded, Par-Fried, White/Dark Meat, Frozen Country Morning only No Substitute		6 x 1 kg				PER	case
5	26	case	Flamingo Honey Garlic Chicken Wings, Fully Cooked, Frozen by Flamingo no substitute		12 box per case				PER	case
6	26	case	Flamingo Chicken Wings, Buffalo by Flamingo only no substitute		12 box per case				PER	case
7	26	case	Cream Cheese SPREAD, original		12 x 250g				PER	case

Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Brand offered	Sizes requested	Sizes offered	Product No.	Price
8	26	case	Cream Cheese SPREAD, strawberry		12 x 250g			PER case
9	26	case	Cream Cheese SPREAD, Herb & Garlic		12 x 250g			PER case
10	12	case	Whipped Butter Cups, Individual Portions no substitute		300's			PER case
11	156	case	Cheese, Cheddar, Medium No substitute		12 - 24 x 200g - 300g maximum package size			PER case
12	104	case	Mozzarella Cheese		12 - 24 x 200g - 300g maximum package size			PER case
13	26	case	Cheese Slices		12 - 16 x 250g - 500g			PER case
14	78	case	Pillsbury Toaster Strudels, Strawberry, Blueberry and Apple		12 x 326g			PER case
15	2808	case	Ice Cream, assorted flavours		1 Litre no substitute			PER each
16	52	box	Drumsticks, Vanilla		12's - 24's			PER box
17	52	box	Drumsticks, Caramel		12's - 24's			PER box
18	104	box	SNACK'n a HALF by Popsicle brand distributed by Scotsburn No substitute		24's			PER box
19	104	box	Fudgsickles		24's			per box

Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Brand offered	Sizes requested	Sizes offered	Product No.	Price
20	1092	each	Yogurt, regular, assorted flavors		650g - 750g no substitute			per each
21			Miscellaneous items not listed herein at wholesale price less a _____% discount or at cost price plus a _____% markup.					
22			Cost of Deposit if applicable					\$0.10 per each
		each	Supplier MUST quote on Brand requested at items where a specific Brand is indicated.					
			Where a specific brand is not requested suppliers may offer a generic brand to have the lowest price possible as these items are purchased solely by inmates.					
			All products must be delivered in its original case or box.					
			<b>No handwritten Pricing Sheets will be accepted.</b> Prices must be submitted with this Annex "B". A copy in Excel format can be obtained by contacting the Supply Officer at PWGSC.					
			If this Annex "B" is reproduced, it must reflect all columns and all the items must remain listed in the same numerical order as listed herein. If this Annex is reproduced, it must be done in compliance as indicated herein.					

