

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

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

Title - Sujet RISO NB Dairy/Frozen Foods-Canteens	
Solicitation No. - N° de l'invitation 21201-177648/A	Date 2016-04-27
Client Reference No. - N° de référence du client 21201-177648	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-015-5160
File No. - N° de dossier MCT-5-38118 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-05-18	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Drisdelle, Charlotte J.	Buyer Id - Id de l'acheteur mct015
Telephone No. - N° de téléphone (506)851-6948 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA Inmates' Canteens at CSC Institutions in Renous and Dorchester New Brunswick 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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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

Annex D – Electronic payment Instruments

RETURN BIDS TO:

**Public Services and Procurement Canada
Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB
E1C 1H1**

or by

Bid Fax: (506)-851-6759

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

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 and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | 6A, Standing Offer, and 7B, 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; |
| Annex D - | Electronic payment Instruments |

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) Institutions located in Renous and Dorchester New Brunswick for the period from **01 July, 2016 to 30 June, 2017** inclusive.

"The requirement is NOT 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)."

"The requirement is limited to 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](#) (2016/04/04) 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

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
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, 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 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete **Annex "D"** Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013/11/06), Exchange Rate Fluctuation

Section II: Certifications Offerors must submit the certifications and additional information 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.

4.1.1 Financial Evaluation**SACC Reference**

Reference	Section	Date
M0220T	Evaluation of Price - Offer	2016/01/28

4.2 Basis of Selection**4.2.1 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.

(Derived from - Provenant de: M0069T, 2007/05/25)

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer (Annex C), but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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.

5.2. Additional Certifications Precedent to Issuance of a Standing Offer

5.2.1 Canadian Content Certification

5.2.1.1 SACC Manual clause A3050T (2014/11/27) 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)

5.2.1.3 Workers Compensation Certification - Letter of Good Standing

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

The Bidder must provide, **within two (2) days** following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

(Derived from - Provenant de: A0285T, 2012/07/16)

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 (2016/04/04) 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 2016 to 30 June 2017** inclusive.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: **Charlotte Drisdelle**
Title: **Supply Officer**
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 851- 6948
Facsimile: (506) 851-6759
E-mail address: 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.

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Client Ref. No. - N° de réf. du client
21201-177648

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

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

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.

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:](#)

Atlantic Institution
13175 Route 8
P.O. Box 102
Renous, NB E9E 2E1

Dorchester Penitentiary – Medium Sector
4902 Main Street
Dorchester, NB E4K 2Y9

Dorchester Penitentiary – Minimum Sector
4902 Main Street
Dorchester, NB E4K 2Y9

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.*

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40,000.00** (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 **\$173,000.00** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 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.

(Derived from - Provenant de: M4506C, 2013/04/25)

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 (2016/04/04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016/04/04), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Complete List of Each Individual Who Are Currently Directors and/or Owners of the Offeror;
- h) Offeror's offer dated _____

6.12 Certifications and Additional Information

6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

6.12.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25
M3060C	Canadian Content Certification	2008/05/12

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 (2016/04/04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2016/04/04), General Conditions - Goods (Medium Complexity) 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.

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.

Derived from - Provenant de: D3007C, 2007-11-30)

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 4° C and 1° 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.

(Derived from - Provenant de: D0014C, 30/11/07)

6.2.2.3 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).

(Derived from - Provenant de: D3004C, 30/11/07)

6.2.2.4 Delivery and Unloading

1. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel
2. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

(Derived from - Provenant de: D0018C, 30/11/07)

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 **firm unit prices as specified in Annex B**. 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.

(Derived from - Provenant de: C0207C, 2013/04/25)

6.4.2 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

6.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5 Invoicing Instructions

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

2. Invoices must be distributed as follows:

one (1) copy must be forwarded to the consignee.

(Derived from - Provenant de: H5001C, 2008/12/12)

6.6 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28

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) **Renous & Dorchester New Brunswick** Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 2008/12/12)

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21201-177648

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

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

ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

“REQUIREMENT”

Canteen Items - Dairy Products & Frozen Foods

***For the Inmates' Canteens at Correctional Service
Canada's New Brunswick Institutions***

Delivery MUST be provided to the following Institutions:

Atlantic Institution - Renous, New Brunswick

Dorchester Penitentiary – Medium Sector - Dorchester, New Brunswick

Dorchester Penitentiary – Minimum Sector - Dorchester, New Brunswick

CANTEEN ITEMS - SUPPLY AND DELIVERY TO ALL INSTITUTIONS LISTED HEREIN

REQUIREMENT

To supply and deliver **Dairy Products & Frozen Foods - Canteen Items** to the Inmates' Canteens at Correctional Service Canada's **New Brunswick Institutions located in Renous and Dorchester**, as specified, for the period from **01 July, 2016 to 30 June, 2017**.

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 Canteen 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 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 PSPC of the change.**

NOTE: Changes will only take effect when the Standing Offer Authority 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.

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

Other Emergency Deliveries:

Orders should 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 should 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

Atlantic Institution (AI) - Renous NB

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

Emergency Deliveries will be accepted as per their regular hours of delivery but up until 16h00 (delivery completed) with prior arrangements.

Location of Delivery - Mandatory Requirement:

All deliveries to AI MUST be made to the loading docks and are to be received by Central Receiving.

Dorchester Penitentiary (DP) – Medium and Minimum Sectors - Dorchester NB

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

Emergency Deliveries will be accepted as per their regular hours of delivery.

Location of Delivery - Mandatory Requirement:

All deliveries to DP MUST be made to the building indicated as «Procurement & Stores».

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 should 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 should but not mandatory 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

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.

High quality product and service as defined in «*Canadian General Standards Board Specifications*» (CGSB) will be required during the period of this standing offer.

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

Failure to provide the quantity of goods as ordered or the level service and quality of goods as defined herein OR non compliance with Annex "B" - the «List of Products» more than six (6) times over the period of the standing offer will result in the following:

1. Initial notice of failure to provide the level of service required, quantity & quality products or correct product size etc....
2. Additional incidents will result in a written notification requesting corrective action;
and
3. For a sixth incident, the vendor will be advised **the product in question will be awarded to the next lowest bidder** and/or their standing offer has been set-aside and no further call-ups will be processed.

PLEASE SIGN BELOW AS CONFIRMATION THAT YOU AGREE TO ADHERE TO ALL THE MENTIONED MANDATORY REQUIREMENTS STATED HEREIN.

Signature of Authorized Representative

Inmates' Canteens at CSC New Brunswick Institutions
Cantines des détenus aux Établissements du SCC au Nouveau-Brunswick

File No / No de dossier: 21201-17 7648/A Annex B - Basis of Payment

Title / Titre: Canteen Items - Dairy Products & Frozen Foods / Articles de cantines - Produits laitiers et aliments congelés

Vendor Name / Nom du fournisseur:									
Period / Période: 2016-07-01 - 2017-06-30									
Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Brand offered	Sizes requested	Sizes offered	Product No.	Price	
			NOTE: Deviations of 20% (+/-) for individual unit sizes will be accepted for items where no maximum acceptable size is indicated. Deviations greater than 20% MUST be approved in writing, by the Standing Offer Authority, PRIOR to bid closing.						
1	416	case	Ellios Supreme Pizza microwaveable ELLIOS Supreme only by McCain No Substitute		24 x 170g				PER case
2	104	case	Mccain Ellios Deep Dish Pizza No Substitute		24 x 160g				PER case
3	156	case	Rising Crust DELUXE Pizza 12" McCain or Dellissio No Substitute in type of product and brand		6 x 12"				PER case
4	156	case	Pizza Pockets, Deluxe, microwaveable, MUST be individually wrapped by McCain No Substitute		24 x 100 g				PER case

Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Brand offered	Sizes requested	Sizes offered	Product No.	Price		
5	13	case	Swanson TV Dinner, Fried Chicken No Substitute		12 x 280g				PER	case
6	13	case	Swanson TV Dinner, Turkey No Substitute		8 x 255g				PER	case
7	78	case	Egg Rolls, with Meat, Wong Wing No Substitute		12 x 6's per pack per case 12 x 680g pkg no substitute				PER	case
8	364	case	McCain Five Minute SuperQuick 5 minute fries No Substitute		12 x 650g				PER	case
9	130	case	Frozen French Fries 2 kg maximum bag size no substitute		12 x 1 - 2 kg maximum per bag				PER	case
10	26	case	Beef Burgers, Frozen by Sunrise or equivalent brand, approximately 8 per box		20 x 500g				PER	case
11	78	case	Chicken Nuggets		6 x 800g				PER	case
12	156	case	Chicken Strips, Watson Ridge or equivalent brand		6 x 800g				PER	case
13	78	case	Buffalo Popcorn Chicken, Watson Ridge or equivalent brand		6 x 1 kg				PER	case
14	156	case	Chicken Burgers, Breaded, Par-Fried, White/Dark Meat, Frozen No Substitute Watson Ridge or equivalent brand		6 x 800g or 12 x 680g				PER	case

Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Brand offered	Sizes requested	Sizes offered	Product No.	Price		
15	104	case	Honey Garlic Chicken Wings, Fully Cooked, Frozen, Flamingo by Olymel or equivalent product by any brand (maximum pkg size 1000g/1 kg)		6 x 908g - 1 kg maximum pack size				PER	case
16	78	case	Frozen Berries 2 kg maximum bag size		12 x 1 - 2 kg maximum				PER	case
17	26	case	Frozen Mixed Fruits, can consist but not limited to strawberries, kiwis, bananas etc. 2 kg maximum bag size		12 x 1 - 2 kg maximum				PER	case
18	200	case	Donair Kits by Bonte No Substitute		12 x 550g				PER	case
19	130	case	Cream Cheese SPREAD, original flavor no substitute		12 x 250g				PER	case
20	78	case	Chip Dip, must be made with cream cheese, assorted flavors no substitute		12 x 227g				PER	case
21	104	case	Cheese, Cheddar, Mild No substitute		12 - 24 x 200g - 300g maximum package size				PER	case
22	260	case	Cheese, Cheddar, Old No substitute		12 - 24 x 200g - 300g maximum package size				PER	case
23	286	case	Cheese Slices No Substitute		12 - 16 x 250g - 500g maximum pack size				PER	case

Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Brand offered	Sizes requested	Sizes offered	Product No.	Price		
24	182	case	Mozzarella Cheese No Substitute		12 - 24 x 200g - 300g maximum package size				PER	case
25	26	case	Soft Margarine, must be in tubs No Substitute		24 x 454g - 500g maximum tub size				PER	case
26	26	case	Butter		30 x 454g				PER	case
27	78	case	Eggs, Fresh		15 dozen per case				PER	case
28	104	case	International Delight Coffee Creamer or equivalent brand, assorted flavors		6 x 473 ml bottle				PER	case
29	26	case	Give'N Go Two Bite Cinnamon Rolls, Frozen no substitute		4 x (10 x 85g)				PER	case
30	26	case	Rich's Twin Pack Strawberry Swirl Cheese Cake, Frozen no substitute		12 x 227g				PER	case
31	26	case	Rich's Twin Pack Triple Chocolate Cheese Cake, Frozen no substitute		12 x 227g				PER	case
32	26	case	Carrot Muffins, Frozen by Sara Lee no substitute		24 x 3.5 oz				PER	case
33	26	case	Orange Streusel Muffins, Frozen by Sara Lee no substitute		24 x 3.5 oz				PER	case
34	26	case	Blueberry Muffins, Frozen by Sara Lee no substitute		24 x 3.5 oz				PER	case
35	5876	each	Ice Cream, assorted flavours		1 Litre no substitute				PER	each

Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Brand offered	Sizes requested	Sizes offered	Product No.	Price		
36	2080	each	Ice Cream, assorted flavours		1.5 Litre no substitute				PER	each
37	26	box	Ice Cream, Vanilla		12 x 100 ml				PER	box
38	26	box	Ice Cream, Chocolate		12 x 100 ml				PER	box
39	26	box	Ice Cream, Strawberry		12 x 100 ml				PER	box
40	26	box	Ice Cream, Butterscotch		12 x 100 ml				PER	box
41	26	box	Ice Cream, Chocolate Ripple		12 x 100 ml				PER	box
42	26	box	Ice Cream, Strawberry Ripple		12 x 100 ml				PER	box
43	26	box	Ice Cream Sandwiches		24's				PER	box
44	104	box	Drumsticks, Vanilla		12's - 24's				PER	box
45	78	box	Drumsticks, Caramel		12's - 24's				PER	box
46	26	box	Supersnack		12's				PER	box
47			Miscellaneous items not listed herein at wholesale price less a _____% discount or at cost price plus a _____ % markup to a maximum of 10%.							
48		each	Cost of Deposit if applicable					\$0.10	PER	each

Item	Estimated Yearly Quantity	Unit of Issue	DESCRIPTION	Brand offered	Sizes requested	Sizes offered	Product No.	Price		
			MANDATORY REQUIREMENT							
			All products must be delivered in its original case or box.							
			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.							
			No handwritten Pricing Sheets will be accepted. Prices must be submitted with this Annex "B". A copy in Excel format can be obtained by contacting the Supply Officer at PSPC.							
			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.							