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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 – Information to Suppliers

Annex E – Schedule of Tender Closing Dates and Pages 1 of each Tender Closing Date

Annex F– 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 - Information to Suppliers
- Annex E - Schedule of Tender Closing Dates and Pages 1 of each Tender closing date
- Annex F - Electronic payment Instruments

1.2 Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Dairy Products and Frozen Foods** to the kitchens of Correctional Services Canada's (CSC) Institutions located in Renous and Dorchester New Brunswick and in Springhill Nova Scotia for the period from **01 August, 2016 to 31 July, 2017, divided into two (2) rebid periods.**

NOTE: Offers must be submitted for each period as per the schedule in Annex "E". Offerors may bid on any period of their choice.

The Standing Offer Periods will be as follows:

01 August 2016 – 31 January 2017 and 01 February 2017 – 31 July 2017

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

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
M9000T	Pricing	2010/08/16
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 seven (7) 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 "F"** 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.

Prices – Items

Offeror **must submit firm prices for all items listed at Annex B.**

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 aggregate 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 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.

6.3.2 Standing Offers Reporting

Periodic Usage Reports - Standing Offer

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

The data must be submitted for the period of the standing offer (if possible) to the Standing Offer Authority.

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

(Derived from - Provenant de: M7010C, 2012/07/16)

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 August 2016 to 31 July 2017** inclusive, **divided into two (2) rebid periods.**

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.

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
21201-170145
Client Ref. No. - N° de réf. du client
21201-170144

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

6.5.3 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:

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

Regional Food Production Center
4902 Main Street
Dorchester, NB E4K 2Y9

Springhill Institution
330 McGee Street
P.O. 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.*

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 **\$423,000.00** (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 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) Annex D, Information to Suppliers
- i) Annex E, Schedule of Tender Closing Dates and pages 1 of each Tender Closing Date
- j) 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

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: C3007C, 30/11/07)

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.

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

6.2.2.6 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)

6.2.2.3 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)

Solicitation No. - N° de l'invitation
21201-170145
Client Ref. No. - N° de réf. du client
21201-170144

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

6.6 **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 and Springhill Nova Scotia**
Incoterms 2000 for shipments from a commercial contractor.

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

Solicitation No. - N° de l'invitation
21201-170145
Client Ref. No. - N° de réf. du client
21201-170144

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 "F" 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)

Dairy Products & Frozen Foods

“REQUIREMENT”

Correctional Service Canada (CSC)

Delivery MUST be provided for the following Institutions:

Atlantic Institution - Renous, New Brunswick

Dorchester Penitentiary – Medium Sector - Dorchester, New Brunswick

Dorchester Penitentiary – Minimum Sector - Dorchester, New Brunswick

Regional Food Production Centre – Dorchester New Brunswick

Springhill Institution – Springhill, Nova Scotia

Annexe «A» - 21201-17 0145

FOOD SUPPLY AND DELIVERY TO ALL INSTITUTIONS LISTED HEREIN

REQUIREMENT

To supply and deliver **Miscellaneous Dairy Products & Frozen Foods** on an "as and when requested" basis to **the Kitchens** at Correctional Service Canada's (CSC) Institutions located in Dorchester and Renous New Brunswick and Springhill Nova Scotia as specified.

The offeror **MUST** provide a price for **EACH item** and must be **able to supply 100% of the items** on the attached «List of Products» in Annex "B".

The offeror **MUST ensure 100 % compliance** to this Annex "A" and the attached «List of Products» in Annex "B". Any deviations **MUST be approved** by the Standing Offer Authority at Public Services and Procurement Canada (PSPC), **in writing, PRIOR to bid closing**. Failure to do so will render your bid non compliant and it will be rejected.

The offeror is to bid on the «individual package sizes» as close as possible to the sizes requested. If you offer a unit size "much larger or smaller" than the "size requested", it **MUST** be approved by the Standing Offer Authority, **in writing, PRIOR to bid closing**.

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 **MUST** be placed in writing. Suppliers must be able to receive orders by facsimile and/or email.

All call-ups MUST be placed no later than by 11h00 two (2) business days prior to the expected day of delivery.

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 Food Services 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 Food Services Officer.

It is a condition that no pack size or case size, product type or price be changed after award of the standing offer *UNLESS* they are changed by the manufacturer or if a product is discontinued by its manufacturer. You will therefore have to notify the Standing Offer Authority 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 only, you are to supply a product of equal value (if available) ONLY if acceptable by the Food Services Officer (FSO) or his representative. You will be required to provide the reason(s) for the temporary unavailability of the product and you will be responsible to notify the FSO or his representative as soon as the original product brand is made available again.

FOOD DELIVERIES

Only one (1) 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.

Delivery personnel must 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:

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.

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DELIVERY REQUIREMENTS for Each Individual Institution

Atlantic Institution (AI) - Renous, N.B.

Atlantic Institution will require **one (1) delivery per week**

Deliveries are accepted each day from **Monday to Friday** from **8h00 and 11h00** and from **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, if required, with prior arrangements.

Location of Delivery - Mandatory Requirement:

All deliveries to Atlantic Institution must be made to the loading docks and are to be received by Central Receiving.

Dorchester Penitentiary (DP) – Medium Sector and Minimum Sector and the Regional Food Production Centre - Dorchester NB

Dorchester Penitentiary – Medium Sector will require **one (1) delivery per week**

Dorchester Penitentiary – Minimum Sector will require **one (1) to two (2) delivery per week**

Regional Food Production Centre - will require **one (1) to two (2) delivery per week**

Deliveries are accepted each day from **Monday to Friday** from **8h00 to 11h00** and from **13h00 to 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:

Deliveries to DP Medium Sector must be made to the building/warehouse indicated as «Procurement & Stores».

All deliveries to the Regional Food Production Centre **and** DP “Minimum” Sector **MUST** be made to the Regional Food Production Center Building. **All deliveries to the Regional Food Production Center Building must be made in a truck no longer than 36 feet maximum in length at most.**

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

Atlantic Institution will require **one (1) delivery per week**

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

Emergency deliveries will be accepted as per their regular delivery hours.

Location of Delivery - Mandatory Requirement:

All deliveries to Springhill Institution **MUST** be made directly to the Back Door of the Kitchen. The truck **MUST ALWAYS** be capable to go directly to the Kitchen's Back Door.

NOTE:

The day of delivery is to be determined between a representative from each Institution and the Successful Bidder **PRIOR** to the date of commencement of the standing offer.

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.

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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 and clearly identified with the name of the requesting unit/kitchen on at least (2) sides.

Food items MUST be palletized in segregated commodities of:

Chilled

Frozen

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 of the Canadian General Standards Board - Standards 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.

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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;

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

High quality product and service as defined in «*Canadian General Standards Board Specifications*» (CGSB) will be required during the period of this standing offer. Failure to provide the level of quality of goods and services as defined herein OR non compliance with Annex "B" - the «List of Products» more than eight (8) 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, quality products or correct product size etc....
2. Additional incidents will result in a written notification requesting corrective action; and
3. For a ninth incident, the vendor **will be advised** that 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

File No / No de dossier: 21201-17 0145 Annex "B" - Basis of Payment / Annexe B - Base de paiement
 Title / Titre: Dairy Products & Frozen Foods to the Kitchens at CSC Institutions in Renous & Dorchester New Brunswick & Springhill Nova Scotia

Vendor Name:										
Period: 2016-08-01 - 2017-07-31										
Item	Estimated Quantity based on 6 months	Unit of Issue	DESCRIPTION	Brand Offered	Approximate <u>PACK</u> size required	Pack & Case size offered	Product Code	Price		
1	420	kg	Parmesan Cheese, Grated no substitute		1 x 2 - 2.5 kg				PER	kg / each or case advise which
2	1670	kg	Processed Cheese, Ribbon Slices no substitute		2 x 2 kg				PER	kg / each or case advise which
3	445	kg	Mozarella Cheese, fresh in blocks, Private Label, Arezzio from Sysco, GFS, Kraft or Farmers no substitute		4-8 x 2.3 kg - 1 x 5 kg				PER	kg / each or case advise which
4	445	kg	Mozarella Cheese, must be Part- Skim 20% MF maximum, fresh in Blocks, Private Label, Arezzio by Sysco, GFS, Kraft or Farmers no substitute		4-8 x 2.3 kg - 1 x 5 kg				PER	kg / each or case advise which
5	975	kg	Cheddar Cheese, Mild, fresh in blocks, No Substitute		1 x 2 kg approximatel y					kg / each or case advise which
6	130	case	Cheddar Cheese, Mild or Medium, must be LIGHT and must be Individual Portions No Substitute		100 x 21g minimum portion size				PER	case

Item	Estimated Quantity based on 6 months	Unit of Issue	DESCRIPTION	Brand Offered	Approximate <u>PACK</u> size required	Pack & Case size offered	Product Code	Price	
7	105	pail	Margarine MUST be Non-Hydrogenated, BULK no substitute		10 - 13 kg				PER pail
8	280	case	Margarine, must be Non-Hydrogenated and must be in Paper or Parchment Paper only, No Substitute. Tubs and wrapped in Foil Paper is not acceptable due to security reasons. Canola Harvest by Richardson Seed Oil Code #56312538 or equivalent		36 x 1 lb / 454g				PER case
9	1000	case	Margarine MUST be Non-Hydrogenated, Individual Portions no substitutes		480 - 600 x 6g - 8g				PER case
10	260	case	Yogurt, regular, Strawberry , minimum 650g - 750g maximum No Substitute		6 x 650 to 750g				PER case
11	260	case	French Fries, frozen 3/8" Cut no substitute		6 x 5 Lbs				PER case
12	300	case	Onions, Diced, frozen, must be Canada Grade A , no substitute		6 x 2 kg				PER case
13	150	case	Broccoli, IQF, must be Canada Grade A no substitute		6 - 12 x 1 kg - 2 kg				PER case
14	63	case	Califlower Florets, IQF, must be Canada Grade A , no substitute		6 x 2 kg				PER case
15	215	case	Carrots, Sliced, IQF, must be Canada Grade A , no substitute		6 x 2 kg				PER case

Item	Estimated Quantity based on 6 months	Unit of Issue	DESCRIPTION	Brand Offered	Approximate <u>PACK</u> size required	Pack & Case size offered	Product Code	Price	
16	250	case	Carrots, Diced, IQF, must be Canada Grade A no substitute		6 x 2 kg				PER case
17	180	case	Peas and Carrot Mix, IQF, must be Canada Grade A no substitute		6 x 2 kg				PER case
18	200	case	Green Peas, Assorted, IQF, must be Canada Grade A no substitute		6 x 2 kg				PER case
19	125	case	Mixed Garden Vegetables, IQF, consisting mostly of Peas, Carrots, Corn and Green Beans, must be Canada Grade A no substitute		6 x 2 kg				PER case
20	155	case	California Garden Blend, IQF, must be Canada Grade A no substitute		6 x 2 kg				PER case
21	180	case	Oriental Vegetable Blend, IQF, must be Canada Grade A no substitute		6 x 2 kg				PER case
22	230	case	Whole Kernel Corn, IQF, must be Canada Grade A No Substitute		6 x 2 kg				PER case
23	210	case	Green Beans, IQF, must be Canada Grade A no substitute		6 x 2 kg				PER case
24	200	case	Cut Wax Beans, IQF, must be Canada Grade A no substitute		6 x 2 kg				PER case
25	65	case	Turnips, Diced, IQF, must be Canada Grade A no substitute		6 x 2 kg				PER case

Item	Estimated Quantity based on 6 months	Unit of Issue	DESCRIPTION	Brand Offered	Approximate <u>PACK</u> size required	Pack & Case size offered	Product Code	Price	
26	360	case	Strawberries, frozen		6 x 2 kg				PER case
27	480	case	Frozen Waffles		48 x 35g = 1.68 kg				PER case
28	200	case	Frozen Pizza Shells, MUST be Multigrain or Whole Wheat and 12" Round and PAR-BAKED, no substitute. Bonte or equivalent brand		16 x 12" must be 12"				PER case
29	50	case	Proof & Bake Sheeted Pizza Dough, 12" x 16" (rectangle) Sheeted Pizza Dough Rich's Code 35300 no substitute		22 x 24 oz				PER case
30	260	case	Frozen Orange Juice		12 x 295 ml approx				PER case
31	100	case	Fortified Soy Beverage ORIGINAL UHT Prisma No Substitute. So Nice or So Good by SoyaWorld Inc or equivalent		24 x 250ml no substitute in container size				PER case
32	130	Litre	Sour Cream		1 x 2 L to 4 L				Litre / each or case advise which
33	250	each	Cottage Cheese		6 x 500g or 1 x 2 kg				kg / each or case advise which
34	1	each	Cost of Deposit if applicable					\$0.10	PER each

Item	Estimated Quantity based on 6 months	Unit of Issue	DESCRIPTION	Brand Offered	Approximate <u>PACK</u> size required	Pack & Case size offered	Product Code	Price
35			Miscellaneous Items not listed herein at wholesale price less a discount of _____% or at cost price plus a _____% markup to a maximum of 10% .					
			Estimated quantities are based on a six (6) month period.					
			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".					
			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.					
			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.					

Item	Estimated Quantity based on 6 months	Unit of Issue	DESCRIPTION	Brand Offered	Approximate <u>PACK</u> size required	Pack & Case size offered	Product Code	Price	
			<p>NOTE: You must always adjust, when necessary, the columns to assure that each column of the Pricing Sheets appear on one page, the same page. Each page must show from the first column with the numbering up to the last column indicating if the offered price is per case, pack, each, pail, kg etc...</p>						

ANNEX “D” INFORMATION

Tender closing at the office of:

Bid Receiving
Public Services and Procurement Canada (PSPC)
1045 Main Street, 3rd Floor
Moncton, New Brunswick
E1C 1H1

Or by facsimile at: (506) 851-6759

Here is some information that might be of use:

1) «Buy and Sell» at www.buyandsell.gc.ca Government Electronic Tendering Service (GETS):
<https://buyandsell.gc.ca/procurement-data/tenders>

You must use the LATEST **PUBLISHED VERSION OF THE DOCUMENT**.

Any changes to the Requirement, the List of Products at Annex “B” or to a Tender Closing Date at Annex “E” will be provided by publishing an Amendment to the Solicitation on **Buy and Sell**.

2) **Transmission of offers:**

For your Offer to be considered, it must be transmitted by **FACSIMILE** or by **MAIL**.

3) **Request for evaluation results:**

By email to the Supply Officer’s email address. They will be sent to you by PDF format.

Please note that you will have to identify the **File Title, Client’s Reference Number**, the **client department’s name** as well as the **period for which your request applies**.

General Address for the Supply Officer:

4) **For any questions concerning Food Procurement files, you may contact the following person:**

Charlotte Drisdelle
Supply Officer / Agente d’approvisionnement
Phone number / Téléphone: 506-851-6948
Facsimile number / No de télécopieur: 506-851-6759
Email / Courriel: charlotte.drisdelle@pwgsc-tpsgc.gc.ca

ANNEX "E" - Schedule of Tender Closing Dates

PWGSC Buyer and ID: Charlotte Drisdelle (MCT015)
Client Reference no. 21201-17 0145
Subject: Dairy Products and Frozen Foods
For the following consignee: Correctional Service Canada
Institutions located in Renous and Dorchester, New Brunswick and
Springhill, Nova Scotia

Schedule of Tender Closing Dates

Period Identification N°	Two (2) Periods of Six (6) Months Each	Closing Date
21201-170145/ 01/ A	01 August 2016 - 31 January 2017	18 July 2016
21201-170145/ 02/ A	01 February 2017 to 31 July 2017	19 December 2016

