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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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

Public Works and Government Services Canada on behalf of our client the Department of Fisheries and Oceans – Canadian Coast Guard – Newfoundland has the requirement to establish a Regional Individual Standing Offer (RISO) for the supply and delivery of Meat & Poultry on an “as and when requested” basis. Food is to be delivered to various locations in Newfoundland, including but not limited to: Dockside, Port of St. John’s, the Naval Dock in Argentia, Newfoundland and Western Terminals in Corner Brook, Newfoundland.

The total estimated annual expenditure of \$500,000. Is anticipated.

The Standing Offer is anticipated to be in effect from date of issuance for a 12 month period and will be processed in four (4) three month periods.

The requirement is subject to the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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

1.3 Security Requirements

There are security no requirements associated with the requirement of the Standing Offer.

1.4 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.

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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: 90 days

2.1.1 SACC Manual Clauses

M0066T (2007-05-25) Prices – Items – Standing Offers

Offerors must submit firm prices for all items listed in Annex B .

M0019T (2007-05-25) Firm Pricing and/or Rates – Standing Offers

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

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 in the RFSO.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

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Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S. 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **5 (five) 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.

2.5 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 **NEWFOUNDLAND AND LABRADOR**

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.

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PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that the Offeror provides its offer in separately bound sections as follows:

- Section I: Technical Offer – 1 Hard Copy
- Section II: Financial Offer– 1 Hard Copy
- Section III: Certifications – 1 Hard Copy
- Section IV: Additional Information – 1 Hard Copy

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Basis of Payment Annex B.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "C" 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.

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3.1.2 Exchange Rate Fluctuation

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

Section III: 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 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

All bids **must** be completed in full and provide all of the information requested in the bid Solicitation to enable full evaluation.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

Proposals will be evaluated on the basis of lowest unit price times the estimate usages. More than one standing offer may be awarded. Each standing offer will be for differing amounts. The amount of each standing offer will be determined by a combination of the number of items for which that bidder is low plus the value of those items.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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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 Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 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, 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.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

5.2.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 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.

7.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

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

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

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

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7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for one year from date of award.

7.4.2 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: JACQUELYN STEVENSON
Title: CONTRACTS OFFICER
Public Works and Government Services Canada
Acquisitions Branch
Address: 10 BARTER'S HILL, ST. JOHN'S, NL A1C 5T2
Telephone: 902.403.3520
E-mail address: Jacquelyn.stevenson@pwgsc.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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

7.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____

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Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Department of Fisheries and Oceans – Canadian Coast Guard, Newfoundland and Labrador.

7.8 Call-up Procedures

The call-up authority for the Department will issue the Call-up to the firm holding the Standing offer for the service.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$75,000**. (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*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.

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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 (three)** 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.

7.12 Priority of Documents

If there is a discrepancy between the wordings 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 (2017-06-21)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A (2016-04-04)** – Goods – Medium Complexity.
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment
- g) Annex C, Usage Reports
- h) Annex D, Electronic Payments
- i) Annex E, Insurance
- j) Annex F, Schedule of Tender Closing Dates
- k) Annex G, Closing Page (2)
- l) the Offeror's offer dated _____

7.13 Certifications and Additional Information

7.13.1 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.

7.13.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

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7.14 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 **NEWFOUNDLAND AND LABRADOR**

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.

7.1 Statement of Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010A \(2016-04-04\)](#), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the contract. Customs duties are included and Applicable Taxes are extra.

7.4.2 Limitation of Price

SACC Manual clause [C6000C \(2017-08-17\)](#) Limitation of Price

7.4.3 Multiple Payments

SACC Manual clause **H1001C (2008-05-12) Multiple Payments – Terms of Payment**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

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7.4.4 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);

7.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice has been completed. The Contractor must distribute the invoices and reports as follows:

- The original and one (1) copy of the invoice must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- Invoice pricing shall be provided in 2 decimal place format. (Example: \$2.99 per kilogram)

7.6 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

7.7 SACC Manual Clauses

A9062C	Canadian Forces Site Regulation	2011-05-16
A9068C	Government Site Regulations	2010-01-11
B2005C	Fish – Quality Stamping	2007-05-25
B3003C	Grades of Meat	2007-05-25
D0014C	Delivery of Fresh Chilled or Frozen Products	2007-11-30
D0018C	Delivery and Unloading	2007-11-30
D3007C	Inspection and Stamping	2007-11-30
D3004C	Type of Transport	2007-11-30
D5311C	Right of Access and Inspection of Meat	2007-11-30
B7500C	Excess Goods	2006-06-16
B4024T	No Substitute Products	2017-07-01

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ANNEX "A"

STATEMENT OF REQUIREMENT

To establish a Regional Individual Standing Offer (RISO) for the for the supply, delivery and offloading of various quantities of food rations and various vessels of the Department of Fisheries and Oceans – Canadian Coast Guard located in Newfoundland and Labrador on an “as and when requested” basis over the period of the Standing Offer.

Food is to be delivered to ships at various locations within Newfoundland and Labrador including, but not limited to:

- Various Canadian Coast Guard vessels, main delivery point: Dockside, Port of St. John’s, NL
- U.S. Naval Dock in Argentia, NL (*just before the Marine Atlantic Terminal*).
- Western Terminals, Corner Brook, NL
- **St. John’s International Airport (Torbay Road side) for Arctic Crew Changes**

Consignee

All shipments must be consigned and delivered FOB Destination to the destination specified in the Call-Up against the Standing Offer inclusive of delivery charges, custom duties and taxes, if applicable.

Offerors must be capable and willing to deliver within a notice of 24 hours after the receipt of a Call-Up - 7 days per week and on statutory holidays. Occasionally there may be a requirement to deliver on an emergency basis within 1-2 hours of the Call-Up. Suppliers are not to deliver to locations between 11:30 AM and 12:30 PM.

The Offeror shall give notice of substitutions to the ordering office in advance of delivery and seek approval for those substitutions. Substitutions made without prior approval may be deemed unacceptable by the delivery point inspection authority and rejected without subsequent costs to the Crown.

Offeror is to provide all available items in one delivery only.

Products supplied by the supplier are to be labelled in accordance with the Department of Justice Canada, Consumer Packaging and Labelling Regulations, most current at time of ordering, and the following minimum information is to be shown/provided on all products supplied by the supplier as recommended by the Canada Food Inspection Agency;

- a) ESTABLISHMENT # OF THE MAUNFACTURING PLANT
- b) BEST BEFORE DATE
- c) UPC CODE
- d) COMMON NAME OF PRODUCT
- e) MANUFACTURES NAME OR LEGAL AGENT FOR THE PRODUCT
- f) INGREDIENTS
- g) NUTRITION FACTS TABLE
- h) BRAND NAME

Thawed, partially frozen and/or refrozen product is unacceptable and will be rejected and returned to the supplier.

Due to the Department of Fisheries and Oceans – Canadian Coast Guard having limited storage capacity on-board their vessels, large institutional size product, cartons, and containers cannot be accepted. Unless specifically requested by the vessel at the time of order.

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All products supplied against this Standing Offer must adhere to the Food and Drugs Act (R.S.C. 1985,C.F.-27)

Final inspection and acceptance will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, and damage by rodents, insects or any other damage in accordance with Canadian or USA food inspection and delivery standards. The consignee will have the right to reject the product at the time of delivery and the Offeror shall remove any unacceptable products immediately. Public Services and Procurement Canada (PSPC) Contracting Officers and their authorized representative shall have the right to perform quality assurance inspections at the Offeror's facilities.

SHELF LIFE

Products to be supplied must be of recent production and have the latest production date available. The remaining shelf life at time of delivery must have a minimum of seventy-five percent (75%) remaining. The shelf life or best before date must be clearly marked in accordance with Canadian Standards and the grade supplied must be clearly marked in a conspicuous location. Further to this, any condition affecting the product's shelf life must be clearly stated at the time of order

LIABILITY FOR DEFECTIVE PRODUCTS

If broken or damaged goods are received from an Offeror, their subsequent reshipment to the purchasing office will be at the Offeror's own expense. If it is determined following acceptance and during use that the product does not meet the purchase description, standard or specification referred to, the Offeror will be required to accept return of the balance of the defective products at his own expense and will be required to rebate a percentage of the price of the products used, based on the extent of the defect. Recourse as provided in the PSPC General Terms and Condition may be initiated by Canada.

HYGIENE – DELIVERY VEHICLES

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

ACKNOWLEDGEMENT OF CALL-UPS AND CONFIRMATION OF AVAILABILITY

Requirements may take place by phone, e-mail or facsimile, and WILL be followed by a PSPC -TPSGC942, Call-up against a Standing Offer. Offeror must not proceed without receipt of a duly completed and authorized call-up.

The Offeror is to confirm receipt of the order document and the availability of requested quantities **within four (4) hours of receipt of the call up document**. Confirmations should be provided via email or fax to the name on the call up document.

If the Offeror does not acknowledge receipt of the call-up within the requested time frame, the Identified User may terminate the call-up without incurring any cost or penalty whatsoever.

Items not available at the time of delivery are not to be automatically back ordered. Back orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer.

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INVOICING

One copy of the invoice shall be mailed to the address on the call up. The invoice(s) must include the order number, date and applicable standing off call-up number.

The invoice must reflect the correct standing offer prices in effect at the time of the order.

In the event of a credit, the Offeror's accounting office shall issue the credit to the account address listed on the call-up. If the purchase was made via credit card than the credit note shall be faxed directly to the buyer named in the call-up.

QUARTERLY USAGE REPORTS

For the period of the standing offer, quarterly usage reports are to be provided as outlined in Annex C below. Usage reports are to be forwarded via email within fifteen (15) days following the end of the quarter to the Standing Offer Authority and the following email: **Lucille.pumphrey@dfo-mpo.gc.ca**

Format as per attached Annex C.

- Should no goods be supplied during a given month a nil report must be submitted.
- New transactions shall be added to the report previously submitted and report totals updated.
- Currency figures provided shall be in Canadian dollars only
- Prices are to be quoted exclusive of taxes.
- The Offeror understands that failure to comply may result in the setting aside of the Standing Offer.

REJECTIONS

Rejected items discovered after delivery must be picked up within one (1) working day of notification of the rejection. Rejected products must be replaced within (1) working day of notification. Where operational requirement do not support the product replacement, the Consignee has the right to request a credit to be applied for future food purchases.

Rejections also cover deliveries that are not completed in compliance with the delivery requirements under Section 2 of this Annex. All correspondence regarding rejections must be confirmed in writing within 24 hours from the time of discovery.

Failure to provide the level of quality of goods and services as defined herein at any time during the entire period of the Standing Offer, may result in the application of corrective measures against vendors that do not fulfill their contractual obligations. Such measures will have an impact on a vendor's ability to bid on future opportunities within the Government of Canada. See: <https://buyandsell.gc.ca/policy-and-guidelines/policy-notifications/PN-11R4>

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ANNEX "B"

BASIS OF PAYMENT

Interested bidders should offer product size/ quantity to the nearest unit / package size shown in the item description.

Item	Description	Quantity	U of I	Unit Price Destination
1	Meat Bacon, Smoked, Side, Rindless Type 2, Sliced, Class A - First Quality, Chilled or Frozen (500 G Pkg) Maple Leaf. CGSB 21.6M	500	PKG	
2	Meat Bacon, Slab CGSB 21.61M	100	KG	
3	Meat Beef, Rib, Bone-in, Roast, Oven Ready CGSB 32.44 - But 109	1000	KG	
4	Meat Beef, Boneless, Striploin, Short Cut (Cut 180) CGSB 32.44 - But 109	1000	KG	
5	Meat Beef, Cross Cur Chuck, Diced CGSB 32.44 - But 109	1000	KG	
6	Meat Beef, Ground, Medium, 2 KG Bag CGSB 32.44 - But 109	225	KG	
7	Meat Beef, Ground, Lean, 2 KG Bag	100	KG	
8	Meat Beef, Short Hip, Shank Off, Partially Boneless CGSB 32.44	200	KG	
9	Meat Beef, Short Loin, Regular CGSB 32.44 - But 109	225	KG	

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10	Meat Beef, Top Sirloin Butt, Boneless CGSB 32.44 - But 109	750	KG	
11	Meat Beef, T-Bone Steak, Ind. Cut CGSB 32.44 - But 109	350	KG	
12	Meat Cottage Roll, Type 1 - Sweet Pickled or Type 2 - Smoked, Chilled or Frozen CGSB 32.60M	300	KG	
13	Meat Ham, Whole, Type 1 - Smoked or Type 2 - Smoked & Fully Cooked, Style A - Skin on or Style B - Skinless Chilled or Frozen. CGSB 32.63M	300	KG	
14	Meat Beef, Salt, Trimmed Naval, 20 LB Pails	25	PAIL	
15	Meat Beef, Salt, Trimmed Naval, 7 LB Pails	25	PAIL	
16	Meat Liver, Calf, Skinned, Deveined Class A-D & G Style 2 (1 LB Vacuum Pack)	350	LB	
17	Meat Lamb Loin (Cut 232) CGSB 32.48	250	LB	
18	Meat Lamb, Leg, Partially Boneless 32.48 - Cut 234	125	KG	
19	Meat Pork Ham, Fresh, Regular, Chilled or Frozen - Cut 402 CGSB 32.50	800	KG	
20	Meat Ham Loin Chops - Cut 1204 CGSB 32.48	250	KG	

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21	Meat Pork Loin, Trimmed, Chilled to Frozen. Cut 410 CGSB 32.50	350	KG	
22	Meat Pork Side Spare Ribs, Whole or Cut, Frozen CGSB 32.50	300	KG	
23	Meat Oxtails	250	KG	
24	Meat Pork Chops, Regular, Frozen Cut 1410 CGSB 32.50	175	KG	
25	Meat Pork, Salt, Dried, 1.4 LB Pails	350	KG	
26	Meat Sausages, Pork, Class A, Frozen Cut 1410 CGSB 32.69	375	KG	
27	Meat Sausages, Beef and Pork, (Sunshine or Schneider Brand) 5 KG. CGSB 32.69M	175	KG	
28	Meat Wieners (Frankfurters), Skinless, Chilled or Frozen (Maple Leaf) or equivalent Brand	175	KG	
29	Meat Pork Spare Ribs, Sow Side Pickled (Pails) 5 KG Pail	225	KG	
30	Meat Bologna, Chilled (Maple Leaf) or equivalent brand	350	KG	
31	Meat Veal, Leg Oven Prepared, Boneless (Single) Fresh or Frozen CGSB 32.46 - Cut 335	180	KG	
32	Meat Cornish Game Hen CGSB 32.181M	400	KG	

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33	Meat Chicken, Canada A, Class 1 Eviscerated, Whole, Fresh or Frozen CGSB 32.18M	1110	KG	
34	Meat Chicken Parts, Canada A, Class 5 (Half Breast) & 9 (Legs, including Thigh) Fresh or Frozen, 5 KG Box CGSB 32.18M	400	KG	
35	Meat Turkey, Canada A, Eviscerated Class 1, Young, Fresh or Frozen 12 -18 LBS only. CGSB 32.18M	650	KG	
36	Meat Chicken Parts Wings, 5 KG Box CGSB 32.181M	250	KG	
37	Meat Goose, Canada 1, Eviscerated, Fresh or Frozen	170	KG	
38	Meat Turkey Roll	200	KG	
39	Meat Salami	50	KG	
40	Meat Blood Pudding, Ind. Vacuum Pack	50	KG	
41	Meat Pepperoni	50	KG	
42	Meat Chicken Roll	200	KG	
43	Meat Lunenburn Pudding, White, Vacuum Packed	200	KG	
44	Meat Minced Ham Loaf	50	KG	

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45	Meat Smoked Meat, Pastrami	50	KG	
46	Meat Egg Rolls, Frozen, 20 per Box, 1.13 KG	100	PKG	
47	Meat Veal Cutlets - Cut 1336 CGSB 32.46	200	KG	
48	Meat Chicken, Kiev, Pre-Cooked, 4 KG Box, Country Ribbon	250	BX	
49	Meat Chicken, Cordon Blue, Cooked, 4 KG Box	250	BX	
50	Meat Ham, Sliced, Pullman, Vacuum Pack.	150	KG	
51	Meat Butterfly Chicken Breasts 6 oz. 4 KG per case	160	C/S	
52	Meat Chicken Strips, Frozen, Grade A, 4 KG Box, Valley House Type or equivalent brand style	200	C/S	
53	Meat Chicken Burgers, Grade A, 4 oz., 4 KG Box, Country Ribbon or equivalent brand. White Meat	200	C/S	
54	Meat Chicken Nuggets, Grade A, 4 KG Box, Country Ribbon or equivalent brand. White Meat	17	C/S	

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ANNEX "C"

QUARTERLY REGIONAL INDIVIDUAL STANDING OFFER BUSINESS VOLUME REPORT

The Offeror must compile and maintain records on its provision of goods, services or both to the Federal Government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card. The data must be submitted on a "quarterly basis" to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly periods are defined as follows:
 1st quarter: Award for a three month period (TBD)
 2nd quarter: Month 4 for a three month period (TBD)
 3rd quarter: Month 7 for a three month period (TBD)
 4th quarter: Month10 for a three month period (TBD).

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report. Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

GSIN	STANDING OFFER #	STANDING OFFER TITLE	DOCUMENT TYPE	SUPPLIERS NAME	SUPPLIERS CONTACT #	STANDING OFFER VALUE	
						original value	amended value
						\$	\$
						\$	\$
						\$	\$
						\$	\$
Name of PWGSC Authority	Reporting Period	Call Up Detail by Ordering Department					
		Department	Delivery Location	Total # of Orders for Reporting Period	Total \$ of Orders for Reporting Period	Total # of Orders for fiscal year	Total \$ of Orders for Fiscal year (HSTI)
					\$		\$
					\$		\$
					\$		\$
					\$		\$

*NOTE All required information must be emailed to Jacquelyn.stevenson@pwgsc.gc.ca

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ANNEX "D"

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);

ANNEX "E"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$2,000,000** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: **Canada, as represented by Public Works and Government Services Canada.**
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insured's: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract

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ANNEX "F"

SCHEDULE OF TENDER CLOSING DATES

There will be a *three (3) month rebid period* associated with this solicitation to ensure that market price fluctuations are adjusted accordingly.

To ensure that market price fluctuations are adjusted accordingly, this Standing Offer will be Processed in two periods as follows:

01- F6854-180006/A September 15, 2018 to December 15, 2018 (dates to be confirmed)

02- F6854-180006/B December 16, 2018 to March 14, 2019 (dates to be confirmed)

03- F6854-180006/c March 15, 2019 to June 14, 2019 (dates to be confirmed)

04- F6854-180006/d June 15, 2019 to September 14, 2019 (dates to be confirmed)

Instructions to Offerors:

Only one (1) notice will be posted on the Buy and Sell for this requirement. This posting will include all the documents which are to be submitted by the offeror for the periodic rebidding. *No further notice will be given to the offerors of the periodic tender closing dates.* It is the offerors responsibility to create a bring-forward system that best suits their needs.

Offerors are to use the 'Closing Pages' (one for each period) provided in **Annex 'G'**.

A fully completed and signed RFSO document is to accompany the Closing Page and Basis of Payment/Pricing sheet for each periodic tender closing.

Responsibility of Offerors

The offeror is responsible for, but not limited to, the following:

- Fully completed offers are to be submitted **for each of the FOUR (4) closing periods** to the PWGSC Bid Receiving Unit

PWGSC File No.: OLZ-8-41040

Client Reference No.: F6854-180006

Title: RISO Meat & Poultry Products CCG Vessels

RETURN BIDS TO :

RETOURNER LES SOUMISSIONS À :

T.P.S.G.C/P.W.G.S.C

Bid Receiving PWGSC

John Cabot Place, 13 Barters Hill

P.O. Box 4600 St. John's, NL A1C 5T2

Bid Fax: (709) 772-4603

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ANNEX "G"

CLOSING PAGE

September 15, 2018 to December 15, 2018 (dates to be confirmed)

Request For a Standing Offer Demande d'offre à commandes

RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :

T.P.S.G.C/P.W.G.S.C
Bid Receiving PWGSC Cabot Place, Phase II
P.O. Box 4600
St. John's, NL A1C 5T2
Bid Fax: (709) 772-4603

Issuing Office-Bureau
de distribution

P.W.G.S.C/T.P.S.G.C- NL REGION
Cabot Place, Phase II
P.O. Box 4600
St. John's, NL A1C 5T2

Title - Sujet RISO CCG/DFO- Meat & Poultry	
Solicitation No. - No. De l'invitation F6854-180006/A	Date : 2018
Client Reference No.- No. De rée du client F6854-180006	GETS Ref. No.- No de ref.de SEAG
File No. - No. De dossier OLZ-8-41040	
Solicitation Closes - L'invitation prend fin	
At - à 02:00 PM NDT	
On - le September 5, 2018	
Delivery Required - Livraison exigé See Herein	
Address Enquiries to - Adresser toutes questions à : Jacquelyn Stevenson	Buyer ID OLZ-001
Telephone No. - No. De téé 902.403.3520	Fax No. - No. De fax (709) 772-4603
Destination -of Goods, Services and Construction : Department of Fisheries and Oceans Canada, Various Vessels	

Vendor/ Firm Name and Address:

SIGNATURE _____

Solicitation No. - N° de l'invitation
F6854-180006/A
Client Ref. No. - N° de réf. du client
F6854-180006

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-8-41040

Buyer ID - Id de l'acheteur
OLZ001
CCC No./N° CCC - FMS No./N° VME

CLOSING PAGE

December 16, 2018 to March 14, 2019 (dates to be confirmed)

Request For a Standing Offer Demande d'offre à commandes

RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :

T.P.S.G.C/P.W.G.S.C
Bid Receiving PWGSC Cabot Place, Phase II
P.O. Box 4600
St. John's, NL A1C 5T2
Bid Fax: (709) 772-4603

Issuing Office-Bureau
de distribution

P.W.G.S.C/T.P.S.G.C- NL REGION
Cabot Place, Phase II
P.O. Box 4600
St. John's, NL A1C 5T2

Title - Sujet RISO CCG/DFO- Meat & Poultry	
Solicitation No. - No. De l'invitation F6854-180006/B	Date : 2019
Client Reference No.- No. De réeé du client F6854-180006	GETS Ref. No.- No de ref.de SEAG
File No. - No. De dossier OLZ-8-41040	
Solicitation Closes - L'invitation prend fin	
At - à 02:00 PM NDT	
On - le September 5, 2018	
Delivery Required - Livraison exigé See Herein	
Address Enquiries to - Adresser toutes questions à : Jacquelyn Stevenson	Buyer ID OLZ-001
Telephone No. - No. De téeé 902.403.3520	Fax No. - No. De fax (709) 772-4603
Destination -of Goods, Services and Construction : Department of Fisheries and Oceans Canada, Various Vessels	

Vendor/ Firm Name and Address:

SIGNATURE _____

Solicitation No. - N° de l'invitation
F6854-180006/A
Client Ref. No. - N° de réf. du client
F6854-180006

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-8-41040

Buyer ID - Id de l'acheteur
OLZ001
CCC No./N° CCC - FMS No./N° VME

CLOSING PAGE

March 15, 2019 to June 14, 2019 (dates to be confirmed)

Request For a Standing Offer Demande d'offre à commandes

RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :

T.P.S.G.C/P.W.G.S.C
Bid Receiving PWGSC Cabot Place, Phase II
P.O. Box 4600
St. John's, NL A1C 5T2
Bid Fax: (709) 772-4603

Issuing Office-Bureau
de distribution

P.W.G.S.C/T.P.S.G.C- NL REGION
Cabot Place, Phase II
P.O. Box 4600
St. John's, NL A1C 5T2

Title - Sujet RISO CCG/DFO- Meat & Poultry	
Solicitation No. - No. De l'invitation F6854-180006/c	Date : 2019
Client Reference No.- No. De rée du client F6854-180006	GETS Ref. No.- No de ref.de SEAG
File No. - No. De dossier OLZ-8-41040	
Solicitation Closes - L'invitation prend fin	
At - à 02:00 PM NDT	
On - le September 5, 2018	
Delivery Required - Livraison exigé See Herein	
Address Enquiries to - Adresser toutes questions à : Jacquelyn Stevenson	Buyer ID OLZ-001
Telephone No. - No. De téé 902.403.3520	Fax No. - No. De fax (709) 772-4603
Destination -of Goods, Services and Construction : Department of Fisheries and Oceans Canada, Various Vessels	

Vendor/ Firm Name and Address:

SIGNATURE _____

Solicitation No. - N° de l'invitation
F6854-180006/A
Client Ref. No. - N° de réf. du client
F6854-180006

Amd. No. - N° de la modif.
File No. - N° du dossier
OLZ-8-41040

Buyer ID - Id de l'acheteur
OLZ001
CCC No./N° CCC - FMS No./N° VME

CLOSING PAGE

June 16, 2019 to September 14, 2019 (dates to be confirmed)

Request For a Standing Offer Demande d'offre à commandes

RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :

T.P.S.G.C/P.W.G.S.C
Bid Receiving PWGSC Cabot Place, Phase II
P.O. Box 4600
St. John's, NL A1C 5T2
Bid Fax: (709) 772-4603

Issuing Office-Bureau
de distribution

P.W.G.S.C/T.P.S.G.C- NL REGION
Cabot Place, Phase II
P.O. Box 4600
St. John's, NL A1C 5T2

Title - Sujet RISO CCG/DFO- Meat & Poultry	
Solicitation No. - No. De l'invitation F6854-180006/d	Date : 2019
Client Reference No.- No. De rée du client F6854-180006	GETS Ref. No.- No de ref.de SEAG
File No. - No. De dossier OLZ-8-41040	
Solicitation Closes - L'invitation prend fin	
At - à 02:00 PM NDT	
On - le September 5, 2018	
Delivery Required - Livraison exigé See Herein	
Address Enquiries to - Adresser toutes questions à : Jacquelyn Stevenson	Buyer ID OLZ-001
Telephone No. - No. De téé 902.403.3520	Fax No. - No. De fax (709) 772-4603
Destination -of Goods, Services and Construction : Department of Fisheries and Oceans Canada, Various Vessels	

Vendor/ Firm Name and Address:

SIGNATURE _____