

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Meat Products	
Solicitation No. - N° de l'invitation EW479-132276/A	Date 2012-12-13
Client Reference No. - N° de référence du client PWGSC	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-005-9647
File No. - N° de dossier EDM-2-35309 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-23	
Time Zone Fuseau horaire Mountain Standard Time MST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Evans, Nicki	Buyer Id - Id de l'acheteur edm005
Telephone No. - N° de téléphone (780)863-6306 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TELUS PLAZA N.5TH FL. 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Identified Users
6. Call-up Instrument
7. Limitation of Call-ups
8. Priority of Documents
9. Certifications
10. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance
7. SACC Manual Clauses

List of Annexes:

- | | |
|-----------|---|
| Annex "A" | Requirement |
| Annex "B" | Working Documents - Basis of Payment |
| Annex "C" | Periodic Usage Reports - Standing Offer |
| Annex "D" | Low Line Item Award Approach Example |

PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; and

6B, includes the clauses and conditions which will apply to any contract resulting from call-up made pursuant to the Standing Offer.

1.2 The Annexes include the Requirement, Working Documents - Basis of Payment, Periodic Usage Reports - Standing Offer and the Low Line Item Award Approach Example. .

2. Summary

2.1 Regional Individual Standing Offer for the supply, delivery, and off-loading of Meat, Frozen Meat, Frozen Fish and Poultry to Correctional Service of Canada, for Bowden Institution, Pê Sâkâstêw Centre, Edmonton Institution, Drumheller Institution, and Grande Cache Institution on an "as required" basis during the period from February 1, 2013 to January 31, 2014, divided into four three-month re-bid periods.

2.2 The RFSO will allow for the possibility of issuing one (1) Standing Offer per product list, and Offerors may bid on any product list of their choice, relative to the schedule detailed in Annex "B" Working Documents - Basis of Payment.

Solicitation No. - N° de l'invitation

EW479-132276/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm005

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

PWGSC

File No. - N° du dossier

EDM-2-35309

CCC No./N° CCC - FMS No/ N° VME

2.3 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), the Canada Chile Free Trade Agreement, the Canada Peru Free Trade Agreement and the Agreement on Internal Trade (AIT)."

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

- 1.1 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* <https://buyandsell.gc.ca/policy-and-guidelines/> 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).

- 1.2 The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.3 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products
M0019T (2007-05-25) Firm Price and/or Rates

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.

Once the Offer has been completed and submitted by facsimile or mail to the Bid Receiving Unit, a **COPY** of the Working document (**Excel File only**) should be sent, by e-mail, to the following address:

WST.EDMFood@pwgsc.gc.ca

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

Solicitation No. - N° de l'invitation

EW479-132276/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-2-35309

Buyer ID - Id de l'acheteur

edm005

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

PWGSC

CCC No./N° CCC - FMS No/ N° VME

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 Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I	Financial Offer (1 hard copy) and (1 soft copy, excel file, by e-mail)
Section II	Certifications (1 hard copy)

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

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

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

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

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

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

To assist Canada in reaching its objectives, offerors should:

- 1) use 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.

1.1 Section I Financial Offer

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

1.1.2 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

1.2 Section II Certifications

- 1.2.1** Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Mandatory Criteria

- 1.1.1** Offerors must have the ability to perform the full scope of work as described in Annex "A" Requirement;
- 1.1.2** Offerors may submit an offer in response to the product list(s) of their choice, however Offerors must provide pricing for a minimum of ninety percent (90%) of the line items contained in the product list(s) chosen, equating to ten percent (10%) allowable omissions.

1.2 Financial Evaluation

- 1.2.1** The price of the offer will be evaluated in Canadian dollars, F.O.B., destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax included and the Goods and Services Tax or the Harmonized Sales Tax are excluded. Additional surcharges will not be acceptable.
- 1.2.2** For each locations/product lists and periods, the total overall Offer price be calculated as follows:
 - (a) Each firm unit price will be multiplied by the applicable estimated quantity for the individual line item to obtain an extended total line item price;
 - (b) If both the hard copy and the electronic version of the financial offer are received by PWGSC prior to the close date and time, the electronic version of the financial offer only, will be used to conduct the evaluation and will take precedence;
 - (c) In the event that an offeror does not provide a price for all line items, or provides a price for a substituted line item not duly incorporated in an amendment, or the value is not legible, or the value submitted does not permit conversion to the requested format, PWGSC will for assessment purposes only, eliminate impacted line items from the evaluation process. Impacted line items must not exceed the percentage of allowable omissions as per Part 4, 1.1.2. Should the number of impacted line items exceed the percentage of allowable omissions, the offer will be considered non-compliant and no further consideration will be given; and
 - (d) The extended total line item prices will be added together to reach an evaluated total Offer price.

1.3 SACC Manual Clauses

C9000T (2010-08-16) Pricing

2. Basis of Selection

2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

2.2 Standing Offers

The RFSO will allow for the possibility of issuing one (1) Standing Offer, per product list.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1 By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. Additional Certifications Precedent to Issuance of Standing Offer

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

2.1 Federal Contractors Program - Certification Federal Contractors Program - \$200,000 or more

- 2.1.1 The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- 2.1.2 If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- 2.1.3 The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

Solicitation No. - N° de l'invitation

EW479-132276/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-2-35309

Buyer ID - Id de l'acheteur

edm005

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

CCC No./N° CCC - FMS No/ N° VME

PWGSC

(d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report. The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is estimated from February 1, 2013 to January 31, 2014.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:
Nicki Evans
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Western Region
5th Floor Telus Plaza North
10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

Telephone : (780) 863-6306
Facsimile: (780) 497-3510
E-mail Address: nicki.evans@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.

4.2 Project Authority

The Project Authority for the Standing Offer is: *(to be determined upon issuance of a Standing Offer)*.

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail:

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.

4.3 Offeror's Representative *(to be completed by contractor)*

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail: _____

5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are: Designated Food Services Representatives at the following locations and addresses:

- 5.1** Bowden Institution
QEII Highway South
P.O. Box 6000
Innisfail, Alberta
T4G 1V1
- 5.2** Pê Sâkâstêw Centre
Highway #2A
P.O. Box 1500
Hobbema, Alberta
T0C 1N0
- 5.3** Edmonton Institution
21611 Meridian Street
P.O. Box 2290 P. O. Box 2290
Edmonton, Alberta
T5J 3H7
- 5.4** Drumheller Institution
Highway 9 South
P. O. Box 3000
T0J 0Y0
- 5.5** Grande Cache Institution
1 Mile South Hoppe Avenue
Bag 4000
Grande Cache, Alberta
T0E 0Y0

6. Call-up Instrument

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

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax is included if and where applicable).

7.1 Minimum Individual Call-Up Limit

The majority of individual call-ups against this Standing Offer will total a minimum of \$200.00 (Goods and Services Tax included).

7.2 Delivery Call-Up Information

(a) When a Call-Up of \$200.00 or more is issued:

All orders are F.O.B., destination, including all ecology fees, deposits, delivery, offloading and fuel charges, unless otherwise specified at time of the call-up.

(b) When a Call-Up of less than \$200.00 is issued:

Transportation charges shall be prepaid and charged as a separate item on the invoice at the Offeror's cost and discretion if the delivery location (F.O.B. Point) is outside of the Offeror's normal delivery area. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee

8. 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, (2012-07-16), General Conditions - Standing Offers - Good or Services;
- d. the general conditions 2010A (2012-07-16), General Conditions Goods (Medium Complexity);
- e. Annex "A" - Requirement;
- f. Annex "B" - Working Document - Basis of Payment (period identified at issuance of Standing Offer);
- g. Annex "C" - Periodic Usage Reports - Standing Offer;
- h. Annex "D" - Low Line Item Award Approach Example; and
- i. The Offeror's offer dated _____.

9. Certifications

9.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

9.2 SACC Manual Clauses

M3000C (2006-08-15) Price Lists

10. Applicable Laws

Solicitation No. - N° de l'invitation

EW479-132276/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-2-35309

Buyer ID - Id de l'acheteur

edm005

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

PWGSC

CCC No./N° CCC - FMS No/ N° VME

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

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

2. Standard Clauses and Conditions**2.1 General Conditions**

2010A (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2012-07-16) General Conditions, Goods (Medium Complexity), will not apply to payments made by credit cards.

3. Term of Contract**3.1 Period of the Contract**

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

4. Payment**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 unit price, as specified in Annex "B", for a cost of \$_____ (*insert the amount at contract award*). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

4.3 Method of Payment

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

4.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

6. Insurance

G1005C (2008-05-12) Insurance

7. SACC Manual Clauses

B2005C (2007-05-25) Fish - Quality Stamping
B3003C (2007-05-25) Grades of Meat
B7500C (2006-06-16) Excess Goods
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products
D0018C (2007-11-30) Delivery and Unloading
D3004C (2007-11-30) Type of Transport
D3007C (2007-11-30) Inspection and Stamping
D5311C (2007-11-30) Right of Access and Inspection of Meat

ANNEX "A" REQUIREMENT

Regional Individual Standing Offer for the supply, delivery, and off-loading of Meat, Frozen Meat, Frozen Fish and Poultry to Correctional Service of Canada, for Bowden Institution, Pê Sâkâstêw Centre, Edmonton Institution, Drumheller Institution, and Grande Cache Institution on an "as required" basis during the period from February 1, 2013 to January 31, 2014, divided into four three-month re-bid periods.

The Offeror must supply retail sizes and small or individual pack sizes. "Generic", "No Name" or "House Brand" products are preferred. The Offeror must carry a supply of basic dietary products. No items are to contain alcohol. Orders placed with the Offeror for all food commodities requested, must be delivered as a complete shipment. Minimum order requirements will not be acceptable.

All deliveries must be individually palletized and ready for drop off at destination or face rejection. Sorting of product at destination is prohibited.

Quality and Standard Requirements:

- (a) All products supplied and delivered are subject to the following Acts and their relevant regulations:
- Agriculture & Agri-Foods Administrative Monetary Penalty Act
 - Canada Agriculture Products Act
 - Canadian Food Agency Inspection Act
 - Consumer Packaging and Labelling Act (as it relates to food)
 - Food and Drug Act (as it relates to food)
 - Fish Inspection Act
 - Meat Inspection Act
- (b) Products offered must be in accordance with the Canadian General Standards Board Standards, current edition, as follows:
- i) Meat Products: 32.44, 32.50, 32.56M, 32.60M, 32.61M, 32.63M and 32.65M
 - ii) Poultry Products: 32.181M and 32.183M
 - iii) Fish Products: 32.141M
- (c) Only Federally inspected meat, frozen fish and poultry products will be accepted. No second handling of the products will be allowed. Handling, packaging and labelling of meat, poultry, and fish must be in accordance with CGSB Specification 32.72M, current edition. Meat will be supplied in a fresh state unless otherwise specified.
- (d) No substitute on the packaging, containers or sizes, including case quantities, will be accepted unless approved prior to shipping by the client or designated representative. The offeror must provide full cases where specified. No repacks, opened or split cases or mixed brand names for individual items ordered will be accepted.

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

CGSB
Canadian General Standards Board
Gatineau, Canada
K1A 1G6
Telephone: 819-956-0425 or 1-800-665-2472
Fax: 819-956-5740

Solicitation No. - N° de l'invitation

EW479-132276/A

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

PWGSC

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-2-35309

Buyer ID - Id de l'acheteur

edm005

CCC No./N° CCC - FMS No/ N° VME

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

Food Deliveries:

Orders will be placed by telephone, facsimile, in person, e-mail or any other electronic means.

Delivery must be made within five (5) working days of receipt of a call-up. Depending on the location, the Offeror must be prepared to pass through the security gates and undergo security checks upon entry and departure.

Delivery times will vary for each location and will be arranged by the Offeror and the designated Food Services representatives.

Order Confirmation of Availability:

No substitute on products ordered will be accepted unless authorized by the designated Food Services representatives.

The availability of all items and confirmed receipt of the order must be made by 14:00 hrs. (2:00 p.m.) of the following day of the order being placed with the Offeror.

Potential shortfalls in providing the product shall be immediately brought to the attention of the designated Food Services representatives who are the only authorities that can approve any substitutions.

Delivery of Products Not Meeting Quality Standards:

Any products not meeting the Quality Standard Requirement delivered to the various Correctional Services of Canada locations will be returned (opened or unopened) at the supplier's expense.

The Offeror shall bear all risks of loss or damage to the goods until such time as the goods have been inspected and accepted by the designated Food Service Representative.

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

Discrepancies and Substitutions:

Substitutions will be rejected unless prior authorization of the requesting Food Service Representative and the Contracting Authority has been received by the Offeror.

All discrepancies in the delivery of products that are different from those ordered shall be clearly recorded on the bill of lading and invoice. All food item substitutions shall be clearly identified on the invoice. Items that are not readily available for delivery from the Offeror at the time of original delivery will not be back ordered by the Offeror unless prior verbal or written approval from the designated Food Services representatives has been received.

Solicitation No. - N° de l'invitation

EW479-132276/A

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

edm005

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

PWGSC

EDM-2-35309

CCC No./N° CCC - FMS No/ N° VME

Rejects and Shortfalls:

Upon notification of rejected items and shortages in quantity, the Offeror will replace all shorted or rejected items within twenty-four (24) hours.

Delivery costs to replace all rejected and shorted items will be at the Offeror' expense. Replacement items shall be in the same quantity or greater and priced the same as the original order. Discounting substandard goods will not be accepted.

If the rejected or shorted items are not replaced, the Offeror will provide a credit note for these items. The Offeror will provide the designated Food Services representatives with the credit note within five (5) working days from the date of the original order and accompanying invoice so that the credit note can be matched with the order in question and the original invoice.

ANNEX "B"
WORKING DOCUMENTS - BASIS OF PAYMENT

Firm unit prices will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax is excluded, F.O.B. Bowden Institution, Pê Sâkâstêw Centre, Edmonton Institution, Drumheller Institution and Grande Cache Institution including all delivery, offloading, and fuel charges. Canadian customs duties and excise tax included. Additional surcharges will not be acceptable.

Offerors may bid on any product list of their choice, relative to the schedule detailed in the Excel file, entitled Annex "B" Working Documents - Basis of Payment (attached as a separate document), which includes the following:

- Working Document Information
- Schedule of Closing Dates - Working Document
- Basis of Payment, Periods A, B, C and D
 - Bowden Institution
 - Pê Sâkâstêw Centre
 - Edmonton Institution
 - Drumheller Institution
 - Grande Cache Institution

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

Solicitation No. - N° de l'invitation
EW479-132276/A

Amd. No. - N° de la modif.
EDM-2-35309

Buyer ID - Id de l'acheteur
edm005

Client Ref. No. - N° de réf. du client
PWGSC

File No. - N° du dossier
EDM-2-35309

CCC No./N° CCC - FMS No/ N° VME

ANNEX "C"
PERIODIC USAGE REPORTS - STANDING OFFER
INSTRUCTIONS FOR SUBMISSION OF STANDING OFFER USAGE DATA

Please e-mail the usage information, for Standing Offer EW479-132276, for Department of National Defence, to the following address: WST-PA-EDM@pwgsc-tpsgc.gc.ca.

Please use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.
(Add lines as necessary)

<u>STANDING OFFER EW479-132276</u>	Start Date of SO <u>(2013-02-01)</u>	End Date of SO <u>(2014-01-31)</u>
------------------------------------	---	---

Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period <u>DD/MM/YYYY</u>	End Reporting Period <u>(DD/MM/YYYY)</u>
--------------------------	---------------------------------------	---	---

Order Number	Item Description	Part Number (If Applicable)	Item Quantity	Unit of Measure (each, litre, etc..)	Date or Order	Date of Delivery	Value of Order (not including GST or Delivery)

ANNEX "D"
LOW LINE ITEM AWARD APPROACH EXAMPLE

Item #	Quantity	Firm A		Firm B		Firm C	
		Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	1,000	\$6.00	\$6,000.00	\$5.00 (lowest unit price)	\$5,000.00	\$5.50	\$5,500.00
2	500	\$3.00 (lowest unit price)	\$1,500.00	\$4.00	\$2,000.00	\$5.00	\$2,500.00
3	600	\$8.00	\$4,800.00	\$7.00	\$4,200.00	\$6.85 (lowest unit price)	\$4,110.00
4	900	\$10.00	\$9,000.00	\$11.00	\$9,900.00	\$9.00 (lowest unit price)	\$8,100.00
Total			\$21,300.00		\$21,100.00		\$20,210.00

In this example Firm C is the lowest total evaluated Offer price (low aggregate). Firm A is not considered for any awards since Firm A is not within 5% of the lowest total evaluated Offer Price (low aggregate), Firm C.

If only one award is made, then lowest total evaluated Offer price (low aggregate), Firm C is awarded because Total basket is less at \$20,210.00

If only 2 awards, then Firm B gets Items 1 & 2 and Firm C gets Items 3 & 4 since Firm B is within 5% of the lowest total evaluated Offer Price (low aggregate), Firm C.