

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Réception des soumissions - TPSGC / Bid  
Receiving - PWGSC  
601-1550, Avenue d'Estimauville  
Québec City  
Québec  
G1J 0C7**

## 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

This page CAN NOT be used to present your offer.

You must use the Closing Pages (one for each period) provided with the Working Document.

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

TPSGC/PWGSC  
601-1550, Avenue d'Estimauville  
Québec City  
Québec  
G1J 0C7

<b>Title - Sujet</b> CSC-PC Grocery products	
<b>Solicitation No. - N° de l'invitation</b> 21368-137217/A	<b>Date</b> 2012-11-07
<b>Client Reference No. - N° de référence du client</b> 21368-131847217	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCR-108-14980
<b>File No. - N° de dossier</b> QCR-2-35362 (108)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-06-18</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> À DEMANDE	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fournier, Caroline	<b>Buyer Id - Id de l'acheteur</b> qcr108
<b>Telephone No. - N° de téléphone</b> (418)649-2826 ( )	<b>FAX No. - N° de FAX</b> (418)648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> SERVICE CORRECTIONNEL DU CANADA ÉTABLISSEMENT PORT-CARTIER 1, RUE DE L'AÉROPORT C.P. 7070 PORT-CARTIER (QUÉBEC) G5B 2W2 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

This Request for Standing Offer is a Standing Proposal. It is a description of goods, along with specific terms, clauses and conditions, valid for a fixed period of time. The duration is fragmented into several periods, according to a predetermined Closing Calendar. Following receipt of the offers, for each period, a Standing Offer and Call-up Authority may be issued to the supplier having submitted the best offer.

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

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

The Annexes include:

Annex A: Requirement

Annex B: Working Document

## 2. Summary

### **DESCRIPTION:**

This Regional Individual Standing Offer (RISO) request involves the provision, on an as and when ordered basis, of **Grocery products**.

### **IDENTIFIED USER:**

Correctional Service Canada, Port-Cartier Institution, Port-Cartier, province of Quebec.

### **PERIOD OF STANDING PROPOSAL:**

From January 1, 2013 to December 31, 2013, divided into two (2) six- (6-) month periods.

**Note:** Offers will have to be submitted for each period, as per the schedule in Annex "B".

One or more Standing Offers could be issued for each period.

### **DELIVERY:**

<b>DELIVERY CSC - (Port-Cartier)</b>	
<b>Delivery address</b>	<b>Delivery hours and details</b>
<b>Port-Cartier Institution</b> 1, chemin de l'Aéroport Port-Cartier (Quebec) G5B 2W2	Monday to Friday, between 8:00 and 11:30 AM. and between 1:00 and 3:30 PM.

### **Delay:**

Delivery time will not exceed 72 hours after reception of an order.

### **Special instructions:**

Please note that this Institution is a high security facility and only one truck at a time can access the unloading dock. Therefore, the driver may have to wait before entering the Institution's perimeter.

The supplier shall ensure that his staff members carry a proof of identity at all times, or they will be denied access to the site.

**QUANTITIES:**

The estimated quantities for each of the required items can be found in Annex B - Working Document - List of products.

**APPROXIMATE SCOPE OF THE STANDING PROPOSAL:**

The approximate scope of the Standing Proposal is \$170,000.00 for the period from January 1, 2013 to December 31, 2013 inclusive.

**INTRODUCTION OF A NEW CODE OF CONDUCT CERTIFICATION:**

Pursuant to section 01 of Standard Instructions 2006, offerers should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offerer.

Canada may, at any time, request that an Offerer provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay.

**TRADE AGREEMENTS:**

“The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), 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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 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>) 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 (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.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2006 referenced above is replaced by:

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offerer. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offerer of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before standing offer award.

Canada may, at any time, request that an Offerer provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2006 referenced above is replaced by:

The Offerer must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offerer will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this Request for Standing Offer.

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## 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 the Schedule of Tender Closing Dates included in the Working Document (Annex B).

You must submit your offer (*by mail or facsimile*) prior to the closing time and date:

**By mail, at the following address:**

PUBLIC WORKS AND  
GOVERNMENT SERVICES CANADA  
Supply Directorate  
1550, D'Estimauville Avenue  
Québec (Québec)  
G1J 0C7

**By facsimile, at the following number: (418) 648-2209**

Once your offer has been completed and transmitted by mail or facsimile, a copy of the Working Document (Excel file) has to be sent, by e-mail, to the following address:

*[queas@pwgsc-tpsgc.gc.ca](mailto:queas@pwgsc-tpsgc.gc.ca)*

## 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.



#### **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 Québec.

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

### 1. Offer Preparation Instructions

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

**Section I: Financial Offer** (one (1) hard copy and one (1) soft copy by email)

**Section II: Certifications** (one (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 are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Working Document - List of products.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

It is requested that offerers send one (1) hard copy by mail or facsimile and one (1) soft copy, Excel file, by e-mail at the following address: **queas@pwgsc-tpsgc.gc.ca**

### **Annex B - Working Document (Excel File)**

This document includes the Schedule of Tender Closing Dates as well as Closing Pages and List of products for each period.

The Schedule of Tender Closing Dates specifies the Closing Dates for each period. It is important to use the appropriate Closing page, matching the period for which the offer applies.

The offerers will complete the List of products using the Excel file and make sure that it has been properly filled out and contains all required informations.

That list, once printed, will be sent, by facsimile or mail, with the other required documents, before being transmitted to the above mentioned e-mail address.

### **Clauses and Conditions Document (PDF Format)**

The offerors will make sure to return any pages that require informations and/or signatures, as well as any other requested documents. These pages shall accompany every offer.

### **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.

Solicitation No. - N° de l'invitation

21368-137217/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcr108

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

21368-131847217

File No. - N° du dossier

QCR-2-35362

CCC No./N° CCC - FMS No/ N° VME

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## **Section II: Certifications**

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.

#### **1.1. Financial Evaluation**

Offers will be evaluated on the **unit price** of all items, in accordance with estimated quantities.

##### **1.1.1 Evaluation of Price**

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

- 1. The price of the offer will be evaluated as follows:
  - (a) Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
  - (b) foreign-based offerors must submit firm prices, Canadian customs duties, and excise taxes, and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
- 2. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
- 3. For the purpose of the request for standing offers, offerors with an address in Canada are considered Canadian-based offerors and offerors with an address outside of Canada are considered foreign-based offerors.

## **2. Basis of Selection**

### **2.1 Basis of Selection**

#### **Basis of Selection - Multiple Items**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an item by item basis will be recommended for issuance of a standing offer.

Respect of the client's acceptable brands and formats will be taken into consideration in the evaluation.

Please note that PWGSC reserves the right to issue more than one (1) Standing Offer per period, if it better serves Canada's interest.

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## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications 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 or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Certifications Precedent to Issuance of a Standing Offer

Offerors must submit the certifications as provided below:

#### 1.1 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.

##### 1.1.1 Code of Conduct Certifications

Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, the Contracting Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before standing offer award, failure to provide such a list within the required time frame will render the offer non-responsive.

The Contracting Authority 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) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

## 1.1.2 Federal Contractors Program - Certification

### Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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 a 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.

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 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;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

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



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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

**1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A", Requirement and Annex "B", List of products.

#### 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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications of 2005 referenced above is replaced by:

During the entire period of the Standing Offer, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

##### 2.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods 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 for every six- (6-) month period, reports on use of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports must be submitted on the appropriate document, which will be provided to the Offeror by the Standing Offer Authority, and forwarded no later than fifteen (15) days after the designated reporting period.

Reports have to be sent to the following address: **quear@pwgsc-tpsgc.gc.ca**

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## Instructions for Submitting Data on Standing Offer usage:

Please make sure the report contains the following information:

- The Standing Offer number for which the data are submitted;
- The period for which the data have been accumulated (start date to end date);
- The total amount spent to date, by government department;
- The number of each item delivered for the period.

### 3. Term of Standing Offer

#### 3.1 Period of Standing Offer

The period for placing call-ups against the Standing Offer shall be *within the period identified in any resulting "Standing Offer and Call-up Authority" Document, as detailed in Annex B.*

### 4. Authorities

#### 4.1 Standing Offer Authority

The Standing Offer Authority is:

**Caroline Fournier**  
**Supply Officer**  
**Public Works and Government Services Canada**  
**Acquisitions Branch**  
**1550, D'Estimauville Avenue**  
**Québec (Québec)**  
**G1J 0C7**

**Telephone: (418) 649-2826**

**Facsimile: (418) 648-2209**

**E-mail address: caroline.fournier@pwgsc-tpsgc.gc.ca**

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

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## 4.2 Offeror Contacts

Name and telephone number of the person responsible for :

### General enquiries

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

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

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

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

### Delivery follow-up

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

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

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

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

## 5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Correctional Service Canada, Port-Cartier Institution.

## 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 any Standing Offer resulting from this Request shall not exceed **25%** of the estimated Standing Offer total amount or **\$40,000.00**, the lowest amount being retained.  
*(The amount will be determined at the awarding of each Standing Offer).*

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## 8. Financial Limitation

The total cost to Canada resulting from all Standing Offers resulting from this Request for Standing Offer, **shall not exceed the sum of \$170,000.00** (excluding GST), unless otherwise authorized in writing by the Contracting Authority.

The amount of each of the subsequent Standing Offers will be determined at the time of issue for each of the periods mentioned in the Schedule of Tender Closing Dates.

## 9. 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 - Goods or Services;
- (d) the general conditions 2010A (2012-07-16), General Conditions - Goods (Medium Complexity)
- (e) Annex "A" - Requirement;
- (f) Annex "B" - Working Document - List of products;
- (g) the Offeror's offer dated \_\_\_\_\_.

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications 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 or 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.

## 11. 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 Quebec.

## **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 at point of sale.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

### **3. Term of Contract**

#### **3.1 Delivery Date**

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

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

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

#### **3.3 Liability for defective products:**

If broken or damaged goods are received from a contractor, their subsequent reshipment to the Crown will be at the contractor'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 contractor 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. As well, recourse as provided in PWGSC General Terms and Conditions may be initiated by the Crown.

#### **4. Payment**

##### **4.1 Basis of Payment**

For the mentioned period of the Standing Offer, you will be paid on the basis of firm unit prices, as listed in Annex B - List of products.

##### **4.2 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work 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.

##### **4.3 SACC Manual Clauses**

C2000C (2007/11/30), Taxes - Foreign Suppliers

#### **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 is completed.

Solicitation No. - N° de l'invitation

21368-137217/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

qcr108

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

21368-131847217

QCR-2-35362

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## **6. Insurance**

SACC Manual clause G1005C (2008/05/12) Insurance

## **7. SACC Manual Clauses**

B7500C (2006/06/16), Excess Goods

**ANNEX A****REQUIREMENT****DESCRIPTION:**

This Regional Individual Standing Offer (RISO) involves the provision, on an as and when ordered basis, of **Grocery products**.

**IDENTIFIED USER:**

Correctional Service Canada, Port-Cartier Institution, Port-Cartier, province of Quebec.

**DELIVERY:**

<b>DELIVERY CSC - (Port-Cartier)</b>	
<b>Delivery address</b>	<b>Delivery hours and details</b>
<b>Port-Cartier Institution</b> 1, chemin de l'Aéroport Port-Cartier (Quebec) G5B 2W2	Monday to Friday, between 8:00 and 11:30 AM. and between 1:00 and 3:30 PM.

**Delay:**

Delivery time will not exceed 72 hours after reception of an order.

**Special instructions:**

Please note that this Institution is a high security facility and only one truck at a time can access the unloading dock. Therefore, the driver may have to wait before entering the Institution's perimeter.

The supplier shall ensure that his staff members carry a proof of identity at all times, or they will be denied access to the site.

**QUANTITIES:**

The estimated quantities for each of the required items can be found in Annex B - Working Document - List of products.

**ANNEX B****WORKING DOCUMENT (Enclosed)**