

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

**Public Works and Government Services / Travaux  
publics et services gouvernementaux**  
**Kingston Procurement**  
**Des Acquisitions Kingston**  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

**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 / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Miscellaneous Groceries	
<b>Solicitation No. - N° de l'invitation</b> 21401-120028/A	<b>Date</b> 2012-10-31
<b>Client Reference No. - N° de référence du client</b> 21401-12-0028	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-535-5970
<b>File No. - N° de dossier</b> KIN-2-38205 (535)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-11</b>	
<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carriere, Nancy	<b>Buyer Id - Id de l'acheteur</b> kin535
<b>Telephone No. - N° de téléphone</b> (613)545-8764 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA 443 UNION STREET KINGSTON Ontario K7L4Y8 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**

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:  
6A, Standing Offer, and  
6B, Resulting Contract Clauses; and,  
  
the Annexes.

Part 1: provides a general description of the requirement;

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

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

Part 4: 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: includes the certifications to be provided;

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

Part 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 the Requirement and the Basis of Payment.

### **2. Summary**

**2.1** To establish one (1) Regional Individual Standing Offer (RISO) for Correctional Services of Canada, Federal Institutions located in Kingston and Campbellford, Ontario and one (1) RISO for Beaver Creek and Fenbrook, Institutions located in Gravenhurst, Ontario.

#### Kingston Area Institutions:

- Collins Bay Institution
- Frontenac Institution
- Kingston Penitentiary
- Millhaven Institution
- Bath Institution
- Joyceville Institution
- Pittsburgh Institution

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- Warkworth Institution, Campbellford, Ontario

Institutions Outside of Kingston Area:

- Beaver Creek
- Fenbrook

**2.2** The first period of the Standing Offers will be from Issuance of Standing Offer to 30 June 2013 and the second period of the Standing Offers will be from the 01 July 2013 to 31 December 2013.

**3. Security Requirement**

There is a security requirement associated with the requirement of the Standing Offer. For additional information, Part 6 - Standing Offer and Resulting Contract Clauses.

**4. 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 Acquisitions Clauses and Conditions*

(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 - Offer 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 Offeror. If such a list has 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 provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before issuance of a standing offer.

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/formulaire-forms-eng.html>) 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 - Offer of 2006 referenced above is replaced by:

The Offeror 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 Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### 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.

The electronic copy (Excel file) of the financial proposal must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated on page 1 of the Request for Standing Offers by hand or to mailbox: [kingston.procurement@pwgsc.gc.ca](mailto:kingston.procurement@pwgsc.gc.ca).

### **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) 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 Ontario.

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.

### **5. Canadian General Standards Board - Standards**

A copy of the Specifications is available and may be purchased from:

Canadian General Standards Board Sales Centre

Place du Portage, Phase III, 6B1

11 Laurier Street

Gatineau, Quebec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

E-mail: [ncr.cgsb-ongc@pwgsc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>

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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 (1 hard copy) **and** 1 soft copy on Excel as an e-mail attachment.

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 are encouraged to:

- 1) use 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**

The Offeror must submit its financial offer in accordance with Annex "2" Basis of Payment. The total amount of harmonized Sales Tax (HST) is to be shown separately, if applicable. Offerors may submit bids to provide goods to one or both locations:

**.1 Hard (Paper) Copy:** One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.

**.2 Soft (Electronic) Copy:** In addition to the hard copy, PWGSC is requesting suppliers send in an electronic copy of Excel file, by e-mail to the following address: **Kingston,procurement@pwgsc.gc.ca**

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

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**Payment by Credit Card - Canada requests that offerors complete on of the following:**

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.

**Section II: Certifications**

Offerors must submit the certifications required under Part 5.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the financial evaluation criteria .

#### 1.1 Financial Evaluation

**1.1.1 If a pack and/or unit size is no longer available in the industry, the Bidder should notify the Contracting Authority no later than 7 calendar days prior to the closing date. Any changes to the product pack and/or size will be made by the Contracting Authority through an amendment to the Request for Solicitation document.**

**(a)** For each Annex – where an item is described as "No Substitute" under the Alternate Brand column, only that brand name with associated pack and unit size will be acceptable.

**(b)** Bidders Allowable changes to Unit Size

Where a change to a unit size is proposed, changes must be for an item that **is not** described under section (a) above, "No Name" products will not be accepted, **and**:

**(c)** There is less than a 10% difference between the unit size of the proposed alternate brand name and the unit size specified in the RFSO.

**Where Bidders do not PROVIDE PRICING IN ACCORDANCE with (a) and/or (b) PWGSC will, for assessment purposes only, substitute the highest price quoted (by another bidder) for that item.**

**1.1.2** Bids will be assessed to arrive at an aggregate value based on the estimated usage provided herein at both Annexes, Incoterms 2000 "DDP Delivered Duty Paid"as indicated.

The estimated usage provided herein is for the sole purpose of establishing an evaluation tool and are based on best estimates. They may not reflect the actual usage and do not represent any commitment on the part of Canada.

**1.1.3 Under the Pricing Basis**, the Offeror's Unit Prices will be multiplied by the corresponding estimated usage to arrive at an extended price. In the event that a bidder does not provide a price for any item PWGSC will, for assessment purposes only, substitute the highest price quoted (by another bidder) for the item for which they did not provide a quote. If all bidders fail to provide a price for a particular item, that item will be eliminated from the assessment. This will be for the purposes of obtaining the lowest aggregate total for each bidder.

**1.1.4** The lowest aggregate total is the sum of all extended prices.

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## 2. Basis of Selection

Only one (1) Regional Individual Standing Offer (RISO) will be issued for Correctional Services of Canada, Federal Institutions located in Kingston and Campbellford, Ontario and one (1) RISO for Beaver Creek and Fenbrook, Institutions located in Gravenhurst, Ontario.

The responsive bid with the lowest aggregate total for each location will be recommended for issuance of a Standing Offer, upon compliance with the conditions precedent to contract award in Part 5 entitled "Certifications"

## 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. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

**1.1** 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 Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Offerors must submit the list of directors before issuance of a standing offer, failure to provide such a list within the required time frame will render the offer non-responsive.

The Standing Offer Authority may, at any time, request that an Offeror provide properly completed and Signed Consent Forms ([Consent to a Criminal Record Verification form](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html) - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) 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.

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

#### 2.1 Federal Contractors Program - Certification

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. 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.

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

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- (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;
- (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.

**2.2 Supplier or Service Representative Contact**

Name and telephone number of the person responsible for:

<p><b>Orders, General Enquiries &amp; Delivery Follow-up</b></p> <p>Name: _____</p> <p>Telephone No. _____</p> <p>Facsimile No. _____</p> <p>E-mail address: _____</p>	<p><b>Emergency Service Contact Numbers:</b></p> <p>Telephone No. _____</p> <p>Facsimile No. _____</p>
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**2.3 Bidder's Procurement Business Number (PBN) \_\_\_\_\_**

Canadian suppliers are required to have a Procurement Business Number (PBN) before award of a contract. Suppliers may register for a PBN in the Supplier Registration Information service on line at the Business Access Canada Website. For non-Internet registration, suppliers may contact the Business Access Canada InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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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 1 .

#### **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.

#### **3. Term of Standing Offer**

##### **3.1 Period of Standing Offer**

The period for making call-ups against the Standing Offer is from from Issuance of Standing Offer to 30 June 2013 and from 01 July 2013 to 31 December 2013.

##### **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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with Annex 2, Pricing Basis. 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, no later than 10 calendar days after the end of the reporting period.

#### **4. Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority for the Standing Offer is:

Nancy Carrière  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence St., 2nd Floor  
Kingston, Ontario

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K7L 1X3

Telephone: 613-545-8764

Facsimile: 613-545-8067

E-mail address: nancy.carriere@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.

#### **4.2 Project Authority**

The Project Authority for the Standing Offer is: **(To be identified at time of issuance of standing offer)**

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.

#### **4.3 Offeror's Representative**

The Offeror's Representative for the Standing Offer is: **(To be identified at time of issuance of standing offer)**

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail Address:

### **5. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Services Canada (CSC) Ontario Region.

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## 6. Call-up Procedures

The Supplier must acknowledge each order no later than the next working day from receipt of the call-up.

## 7. Call-up Instrument

The Work will be authorized or confirmed by the Project Authority or authorized designate, using form PWGSC-TPSGC 942, "Call-up Against a Standing Offer", or electronic document.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 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 2029 (2012-07-16) Goods or Services (Low Dollar Value)
- e) Annex 1 - Statement of Requirement
- f) Annex 2 - Basis of Payment;
- g) the Offeror's offer \_\_\_\_\_ (*To be completed by PWGSC at time of issue*)

## 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 entire period 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 that it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, the Standing Offer Authority 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 by the laws in force in Ontario.

## 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.

#### 1.1 Security Requirement

On receipt of a standing Offer, the Supplier must provide a list of its drivers to Correctional Service of Canada in order for the drivers to be cleared by a CPIC Security check before deliveries can be made to the various Institutions.

The Supplier must replace drivers that cannot be admitted to a CSC Institution for failure to meet these security requirements. For CSC CPIC checks, the contact is:

Tom Tinney

Telephone: (613) 545-8266

Facsimilie: (613) 536-4571

Email Address: tom.tinney@csc-scc.gc.ca

Or the authorized representative(s) at each Institution's location.

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2029 (2012-07-16) Goods or Services (Low Dollar Value) apply to and form part of the Contract.

#### 2.2 SACC Manual Clauses

D0014C Delivery of Fresh Chilled or Frozen Products 2007-11-30

B7500C Excess Goods 2006-06-16

D3007C Inspection and Stamping 2007-11-30

### 3. Term of Contract

#### 3.1 Delivery Date

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

### 4. Payment

#### 4.1 Basis of Payment

1. The basis of payment attached hereto as Annex 2 shall be used to price any call-up made pursuant to this Standing Offer.

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2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex 2, Harmonized Sales Tax (HST) extra, if applicable.

#### **4.2 SACC Manual Clauses**

H1001C Multiple Payments (2008-05-12)

#### **4.3 Payment by Credit Card - *To be completed by PWGSC at time of issue***

The following credit card is accepted: \_\_\_\_\_.

OR

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

#### **5. Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Each call-up must be separately invoiced and, at a minimum, must identify:

- the call-up number;
- the delivery destination;
- item # ; and
- a credit note to cover discrepancies, if applicable.

Invoices cannot be submitted until all items identified in the invoice are received.

The Project Authority may request 2 copies of an invoice.

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**ANNEX "1"****REQUIREMENT****A. DELIVERY REQUIREMENTS****A.1 TURN AROUND TIMES**

Delivery turnaround is imperative. The Supplier shall provide a maximum delivery turn-around time of five business days. The Supplier must notify each Site/Call-up Authority within forty-eight hours of a call-up if shipment of any product(s) will not be made, in order to allow the Site/Call-up Authority sufficient time to make alternative arrangements for the unavailable product(s). Suppliers are expected to deliver to all the destinations as stated herein.

**A.2. PREPARATION FOR DELIVERY**

Each container shall be packed in such a manner that the faced shown surface represents the contents, quantity, storage instructions and/or special instructions of the product contained in the package etc. All boxes/cartons must be clearly "labelled" to show Supplier's name and address. The product shall be provided in containers in the sizes specified by the Site/Call-up Authority and shall be delivered in good condition and show no evidence of deterioration. Suppliers must be prepared to split cases for the smaller institutions if required by Correctional Service of Canada.

**A.3. DELIVERY SLIPS**

The Supplier shall supply delivery slips for each delivery. The Supplier shall issue a credit note to cover discrepancies on delivery. If requested by Institution any short shipped / rejected items must be replaced within 48 hours or written notification must be sent to each Institution explaining reason for the discrepancies.

**B. ITEM SIZES**

The Supplier must supply items in the size identified in Annex 2.. Any changes to sizes that are deemed "no substitute" will not be accepted.

**C. SPECIAL INSTRUCTIONS**

No minimum call-ups or cost restriction on orders will apply. When an order is placed, the Site/Call-up Authority will reference the Standing Offer number as well as the item number and a brief description of each item.

STANDARDS: All packaged foods shall comply with the relevant portions of the following Acts and Regulations:

- a) The Food and Drug Acts and Regulations;
- b) Canada Agriculture Products Standards Acts.
- c) Canadian General Standards Board

**D. SPECIFICATIONS**

Suppliers are to ensure that they comply with the standard stated on the item description details in Annex "2".

No Name brand products will not be accepted.

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## E. FINAL INSPECTION & PRODUCT ACCEPTANCE/REJECTION

Inspection and acceptance will rest with the Site/Call-up Authority at the delivery destination. All products supplied shall be free of signs of deterioration, spoilage, filth or damage by rodents or insects.

The Site/Call-up Authority will have the right to reject product at the time of delivery and any unacceptable product(s) will be removed immediately by the Supplier. Rejected items discovered after delivery must be picked-up within 1 working day of notification of the rejection.

Rejected product(s) must be replaced within 1 working day of notification.

## F. REJECTIONS

High quality products and service as defined in "Canadian General Standards Board Specification (CGSB) will be required during the period of this Standing Offer. Failure to provide the level of quality of goods and services as defined herein OR non-compliance with **Annex 2 Basis of payment**, which contains the descriptions of the Grocery products, on more than three (3) instances over the period of the Standing Offer may result in the following:

First Incident: An initial notice of failure to provide the level of service required, quality products or correct product size etc.

Second Incident: A second incident will result in a written notification from PWGSC requesting corrective action; and

Third Incident: The Supplier will be advised that their Standing Offer has been set-aside and no further call-ups will be processed.

**G. GLASS CONTAINERS ARE NOT ALLOWED** except for line items #51, #52, #53, #65 and #68 on Annex 2-1

## H. BACK ORDERS

No back orders will be accepted unless arranged in advance with the Project Authority or authorized designate.

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**ANNEX "2"**  
**BASIS OF PAYMENT**  
**GENERAL INFORMATION**

**If a pack and/or unit size is no longer available in the industry, the Bidder should notify the Contracting Authority no later than 7 calendar days prior to the closing date. Any changes to the product pack and/or size will be made by the Contracting Authority through an amendment to the Request for Solicitation document.**

For each Annex – where an item is described as "No Substitute" under the Alternate Brand column, only that brand name with associated pack and unit size will be acceptable.

Bidders Allowable changes to Unit Size

Where a change to a unit size is proposed, changes must be for an item that **is not** described under section (a) above, "No Name" products will not be accepted, **and**:

There is less than a 10% difference between the unit size of the proposed alternate brand name and the unit size specified in the RFSO.

The Standing Offer is limited to the actual supplies ordered and delivered.

**Special Pricing:** resulting from year-end or surplus manufacturing runs, special job, sales etc., can be purchased through a call-up against this Standing Offer.

**Rebates:** No manufacturers rebates are to be included in the pricing. Rebates from manufacturers will be sent to the Site/Call-up Authority in the form of a credit note to be used for future orders or a cheque made out to the Receiver General of Canada. The Site/Call-up Authority will determine which form these Rebates will take place.

**Annex 2-1 - electronic spreadsheet**

**Annex 2-2 - electronic spreadsheet**