

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338**

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

National Master Standing Offer (NMSO)  
Offre à commandes principale et nationale (OCPN)

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 - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Title - Sujet</b> Fresh Fruits & Vegetables	
<b>Solicitation No. - N° de l'invitation</b> 21532-130002/A	<b>Date</b> 2013-03-07
<b>Client Reference No. - N° de référence du client</b> 21532-130002	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-013-8472
<b>File No. - N° de dossier</b> WPG-2-35214 (013)	<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 2014-04-16</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lamoureux-Bellec, Monique	<b>Buyer Id - Id de l'acheteur</b> wpg013
<b>Telephone No. - N° de téléphone</b> (204)983-6107 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA 1 Mile South Hoppe Ave GRANDE CACHE Alberta T0E0Y0 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</b> <b>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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**REQUEST FOR STANDING OFFER  
FOR  
FRESH FRUITS AND VEGETABLES**

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21532-130002/A

Amd. No. - N° de la modif.

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | 6A, Standing Offer, and 7B, Resulting Contract Clauses:   |
|        | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|        | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.  |

The Annexes include the Requirement, the Working Documents and Low Line Item Award Approach Example .

### 2. Summary

A Regional Individual Standing Offer for the supply and delivery of Fresh Fruits and Vegetables, as required by Correctional Services of Canada, Grande Cache, Alberta. The Standing Offer will be in effect from approximately April 20, 2013 to April 30, 2014, divided into twelve (12), one (1) month periods.

**Note: all offers must be submitted for each period, as per the schedule in Annex "B". All prices submitted are to remain firm for the bid periods in Annex B.**

Up to three standing offers could be issued for each period of the product list in Annex "B" - Working Documents

### 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

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 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.1 SACC Manual Clauses

B3000T	No Substitute Products	2006-06-16
M0019T	Firm Price and/or Rates	2007-05-25

### 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 Documents (Annex "B").

Once the offer has been completed and submitted by facsimile or mail, a copy of the Working Document (Excel file) should be sent, by e-mail, to the following address: WST.MBFood@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 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: Technical Offer (one hard copy)

Section II: Financial Offer (one hard copy) and one (1) soft copy, Excel file, by e-mail.

Section III: Certifications (one 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 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

#### **Payment by Credit Card**

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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 III: 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 technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

- a) Ability to perform the full scope of the work as described in Annex "A".
- b) Provision of firm pricing for a minimum of 90% of the items as per the instructions in Annex "B", Working Documents.
- c) All submitted items to be considered for this evaluation, MUST meet the mandatory delivery time of two (2) days delivery upon receipt of a call-up.

#### **1.2 Financial Evaluation**

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

### **2. Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

The responsive offer with the lowest line item price will be recommended for issuance of a standing offer.

The evaluation total will be calculated by multiplying the unit price for each item by the associated estimated quantity listed and summing the values.

Up to three standing offers could be issued for the product list in Annex "B" - Workind Documents.

The total aggregate evaluated amount for each offer is calculated by multiplying the unit price for each item by the associated estimated quantity listed and summing the values. It is mandatory for bidders to provide pricing for **a minimum of 90% of the items to be considered compliant**. The evaluation will be based on like items.

NOTE: an example is provided in Annex "" - Low Line Item Award Approach example

**Bidders are requested to provide pricing as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so may render the bid non-responsive without further consideration.**

## 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 and related documentation 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' 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 a 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 requirement within that time period will render the offer non-responsive.

### **2.1 Federal Contractors Program - Certification**

#### **2.1.1 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.

## **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".

#### **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 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **2.2 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 data must be submitted on a quarterly basis to the Standing Offer Authority. Reports shall be submitted on the appropriate document, which will be provided by the Standing Offer Authority, and forwarded no later than five (5) calendar days after the end of the reporting period.

If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

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

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wpg013

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

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The period for making 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:

Monique Lamoureux-Bellec  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
100 - 167 Lombard Avenue  
Winnipeg, Manitoba R3C 2Z1

Telephone: 204-983-6107  
Facsimile: 204-983-7796  
E-mail address: monique.bellec@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: TBD

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

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, Grande Cache, AB.

## 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 **\$10,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

### 7.1 Minimum Individual Call up

The majority of call ups against this Standing Offer will total a minimum of \$200.00 (goods and Services Tax or Harmonized Sales Tax included)

### 7.2 Delivery Call ups

Delivery FOB Correctional Services of Canada, 1 Mile South Hoppe Avenue, Grande Cache, AB must be made within two (2) calendar days from receipt of call up. The contractor shall advise the Project Authority within one (1) day of any delays and/or item shortage.

When a Call-up of \$200.00 or more is issued;

All orders are to be FOB destination, including all delivery and transportation charges unless otherwise specified at the time of call-up.

Delivery point to be specified at time of order. Delivery times are to be Monday - Friday, 0830 to 1530 hours unless prior arrangements are made.

CALL-UP FORM: Authorized call-up against this Standing Offer shall be made using one of the following:

DSS 942 for payment by invoice or acquisition card, Local Form 001 - for payment by invoice or acquisition card, or phone call - for payment by acquisition card only.

### When a call-up with a total dollar value of less than \$200.00 is issued;

Transportation charges shall be prepaid and charged as a separate item on the invoice at the suppliers cost. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee. As this will be a rare occurrence all evaluations will be based on the assumption that individual call-ups will be greater than \$200.00.

## 8. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ ***TBD Goods and Services Tax or Harmonized Sales Tax excluded*** unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any

articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A; (2012-11-19);
- e) Annex A, Requirement;
- f) Annex B, Working Document;
- g) Annex C, Low Line Item Award Approach;
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## 10. Certifications

### 10.1 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.

## 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 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

2029 (2012-11-19), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 11 Interest on Overdue Accounts, of 2029 (2012-11-19) General Conditions (Low Dollar Value) will not apply to payments made by credit cards.

### 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

Refer to Annex B - Working Document

##### 4.1.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot

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

C6000C      2011-05-16      Limitation of Price

#### 4.3 Multiple Payments

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

#### 4.4 SACC Manual Clauses

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A9068C	(2010-01-11)	Government Site Regulations
B7500C	(2006-06-16)	Excess Goods
C2000C	(2007-11-30)	Taxes - Foreign-based Contractor
C2605C	(2008-05-12)	Canadian Customs Duties and Sales Tax - Foreign-based Contractor
D5328C	(2007-11-30)	Inspection and Acceptance

#### 4.5 Payment by Credit Card

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

#### 5. Invoicing Instructions

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. SACC Manual Clauses

D0018C	(2007-11-30)	Delivery and Unloading
D3007C	(2007-11-30)	Inspection and Stamping
D3004C	(2007-11-30)	Type of Transport
D0014C	(2007-11-30)	Delivery of Fresh Chilled or Frozen Products
G1005C	(2008-05-12)	Insurance

#### 7. Commercial General Liability Insurance

- 7.1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 7.2. The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy



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must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

## ANNEX "A" REQUIREMENT

A Regional Individual Standing Offer for the supply and delivery of Fresh Fruits and Vegetables, as required by Correctional Services of Canada, Grande Cache, Alberta, The Standing Offer will be in effect from approximately April 20, 2013 to April 30, 2014, divided into twelve (12), one (1) month periods.

**Note: all offers must be submitted for each period, as per the schedule in Annex "" All prices submitted are to remain firm for the bid periods in Annex "B"**

Up to three standing offers could be issued for each period of the product list in Annex "B" - Working Documents.

**Mandatory Delivery** - Delivery is to be made Monday to Friday, 08:30 to 15:30 hours; unless prior arrangements have been made.

Delivery is to be made within forty-eight (48) hours from receipt of call-up. Urgent requirements may require delivery within twenty-four (24) hours from receipt of call-up. The delivery location shall be specified on each individual call-up document. Deliveries shall be made a minimum of three times per week, including at least once on Saturday or Sunday, as required to meet the mandatory delivery time period of forty-eight (48) hours. Same day delivery may be required and requested at time of order on in-stock items. ***Delivery to be made by Industry Standard Truck.*** Drivers of delivery vehicles shall be provided with a pick-up receipt book.

Twenty-four (24) hour replacement of rejected products is mandatory.

Invoice MUST accompany shipment and show which Standing Offer it applies to. Payment will be made within thirty (30) days of receipt of invoice or items -- whichever is received later.

All deliveries are to be FOB Correction Services of Canada, Grande Cache, Alberta, including all delivery and off-loading charges.

Products offered must be in accordance with Canadian General Standards Board Specifications (CGSB). All packaging and labeling must be in accordance with CGSB Standards. Individual packaging and labeling of product must indicate "Before" date on packaging.

### Substitution

No items shall be substituted unless the substitution is authorized on the call-up document by the Technical Authority.

### Expiry Dates

Products which normally have expiry dates, must have an expiration date of at least (1) one week or 3 months past the delivery date as applicable to the commodity type.

### Quantities

The estimated quantities can be found in Annex "" - Working Documents. The quantities provided are

Solicitation No. - N° de l'invitation

21532-130002/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg013

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

21532-130002

File No. - N° du dossier

WPG-2-35214

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provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the crown.

### **Rejection of Shipment**

A Notice of Rejection will be completed when any aspect of the delivery does not comply with the specified quality standards, even if the shipment has been accepted. The rejection notice must be completed and submitted within 24 hours of acceptance. An unsatisfactory condition report will be initiated and sent to the contractor and PWGSC.

The Contractor agrees, upon notification of rejection, to replace any rejected item on the next scheduled food order delivery when still required by the Corrections Canada Food representative. If the rejected item

is replaced it shall be in the same quantity and at the same cost as the original order. Discounting for damage goods will not be accepted. The Consignee will have the right to reject products at the same time

of delivery and the Contractor will remove unacceptable products immediately.

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

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**ANNEX "B"**  
**WORKING DOCUMENT**

**See attached.**

**ANNEX "C"****LOW LINE ITEM AWARD APPROACH EXAMPLE**

		Firm A		Firm B		Firm C		Low	
Line Item									
Item	Qty	Unit Price		Unit Price		Unit Price		Extended Price	
		Extended Price		Extended Price		Extended Price		Firm	
1.	1000	\$6.00	\$6,000.00	\$5.00	\$5,000.00	\$5.50	\$5,500.00	\$5,000.00	B
2.	500	\$3.00	\$1,500.00	\$4.00	\$2,000.00	\$5.00	\$2,500.00	\$1,500.00	A
3.	600	\$8.00	\$4,800.00	\$7.00	\$4,200.00	\$6.85	\$4,110.00	\$4,110.00	C
4.	900	\$10.00	\$9,000.00	\$11.00	\$9,900.00	\$9.00	\$8,100.00	\$8,100.00	C
5.	250	\$4.65	\$1,162.50	\$6.20	\$1,550.00	\$5.70	\$1,425.00	\$1,162.50	A
Total			\$22,462.50		\$22,650.00		\$21,635.00	\$19,872.50	

In order to determine whether to award by line item or basket, the total of each lowest priced line item (across suppliers) is compared to the lowest basket price (single supplier). The difference between these two amounts is considered an administrative savings. In this case, the lowest total cost to award by line item would be **\$19,872.50** and the total cost to award by basket would be **\$21,635.00**.

The administrative savings should not exceed 5% which in this case is:

Lowest line item total (\$19,872.50) x 0.05 = administrative savings of \$993.63

To award by low aggregate, the lowest basket price must be \$19,872.50 + \$993.63 = **\$20,866.13 or less**. Since this isn't the case in the example, the evaluation would result in awarding up to 3 standing offers.