

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

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

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

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

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

Comments - Commentaires

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

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

Title - Sujet Grocery Products	
Solicitation No. - N° de l'invitation 21538-125286/A	Date 2012-08-02
Client Reference No. - N° de référence du client 21538-125286	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-005-9495
File No. - N° de dossier EDM-2-35006 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-14	
Time Zone Fuseau horaire Mountain Daylight Saving Time MDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Evans, Nicki	Buyer Id - Id de l'acheteur edm005
Telephone No. - N° de téléphone (780)863-6306 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 11151 - 178 STREET EDMONTON ALBERTA T5S2H9 CANADA	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation

21538-125286/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm005

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

21538-125286

File No. - N° du dossier

EDM-2-35006

CCC No./N° CCC - FMS No/ N° VME

List of Annexes:

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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:

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

The Annexes include the Requirement, Basis of Payment, Working Documents - Financial Evaluation, Standing Offer Usage Report and the Consent to a Criminal Records Verification.

2. Summary

Regional Individual Standing Offer for the supply, delivery and off-loading of retail sizes and small or individual pack sizes of grocery items such as eggs, cheese, milk, juice, dry groceries, bakery, canned food, fresh meat, fresh produce and frozen products for use by Correctional Services of Canada, Edmonton Institution for Women, Edmonton, Alberta and Pe Sakastew Centre, Hobbema, Alberta on an "as required" basis, for the period of one year from date on issue, estimated from October 1, 2012 to September 30, 2013, plus two (2) additional one (1) year option periods.

- 2.1 Pursuant to section 01 of Standard Instructions 2006 and 2007, a Consent to a Criminal Record Verification form, must be submitted with the offer, by Request for Standing Offers closing date, for each individual who is currently on the Offeror' Board of Directors.**

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edm005

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-
- 2.2** The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), Canada-Peru, Canada-Chile and the Agreement on Internal Trade (AIT).

3. Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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** <http://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).

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

1.2 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by mail or facsimile by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

WST.EDMFood@pwgsc.gc.ca

3. Enquiries - Request for Standing Offers

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

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

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edm005

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

21538-125286

CCC No./N° CCC - FMS No/ N° VME

4. Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

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

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

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

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

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

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

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

To assist Canada in reaching its objectives, offerors 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, 1duotangs or binders.

1.1 Section I Financial Offer

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

1.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

1.2 Section II Certifications

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; and
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1 Mandatory Criteria

- (a) **Offerors must have the ability to perform the full scope of work as described in Annex "A" Requirement;**
- (b) **Offerors must complete Annex "B" Basis of Payment in its entirety;**
- (c) **Offeror's may submit an offer on any or all of the product lists contained in Annex "C" Working Documents - Financial Evaluation, however they must have the ability to provide unit pricing for a minimum of ninety percent (90%) of line items contained in the product list(s) offered; and**
- (d) **Prior to issuance of a Standing Offer, a copy of the lowest Offeror's published price list in effect on Tuesday, September 4, 2012, will be requested by the Contracting Authority, for price verification purposes. The published price list must be submitted to the Contracting Authority within five (5) working days of the request. If the published price list is not received within the allowable time frame, the Offer will be considered non-compliant and no further consideration will be given.**

1.2 Financial Evaluation

1.2.1 The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax is excluded, F.O.B., destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax included. **Additional surcharges will not be acceptable.**

1.2.2 The total overall Offer price will be calculated as follows:

- (a) Each unit price will be multiplied by the applicable quantity for the individual line item to obtain an extended total line item price;
- (b) **Unit prices must be in accordance with the Offeror's published price list in effect on Tuesday, September 4, 2012, plus the mark-up or less the discount if applicable.** Verification of the Offeror's prices will be made by the Contracting Authority prior to issuance of a Standing Offer. In the event there is a discrepancy between the list price before discount or mark-up and the published price list, the published price list will prevail and the Offeror's discount or mark-up will be applied to the price indicated in the published price list;
- (c) In the event that an offeror does not provide a price for all line items, or provides a price for a substituted line item not duly incorporated in an amendment, or should a change

made to a line item render the evaluation of like items impossible, PWGSC will for assessment purposes only, eliminate impacted line items from the evaluation process. Impacted line items must not exceed the percentage of allowable omissions as per Part 4, 1.1 Mandatory Criteria, (c). Should the number of impacted line items exceed the percentage of allowable omissions, the offer will be considered non-compliant and no further consideration will be given; and

- (d) The extended total line item prices will be added together to reach an evaluated total Offer price.

1.3 SACC Manual Clauses

C9000T (2010-08-16) Pricing

2. Basis of Selection

- 2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory evaluation criteria to be declared responsive. The responsive offer(s) with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer(s), in accordance with 2.2 Standing Offers (Multiple).

2.2 Standing Offers (Multiples)

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

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 required with the Offer

1.1 Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1.1 Offerors must submit as part of their offer, by Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

2. Certifications Precedent to Issuance of Standing Offer

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

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

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

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

2.1.2 If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

2.1.3 The Offeror or the member of the joint venture

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

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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*

(<http://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.

2.2 Periodic Usage Reports - Standing Offers

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

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

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

The quarterly reporting periods are defined as follows:

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

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

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from estimated from October 1, 2012 to September 30, 2013.

3.2 Option to Extend the Standing Offer

The Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year period(s) under the same conditions. The Offeror agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Offeror at least thirty (30) calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Standing Offer amendment.

4. Authorities

4.1 Standing Offer Authority

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

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

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

4.2 Project Authority

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

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail:

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

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

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail:

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: *(to be determined upon issuance of a Standing Offer)*.

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 electronic document.

7. Limitation of Call-ups

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

7.1 Minimum Individual Call-Up Limit

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

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

All orders are F.O.B. Destination including all delivery and off-loading charges unless otherwise specified at time of the call-up.

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

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

8. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the call up against the Standing Offer, including any annexes;
- b. the articles of the Standing Offer;
- c. 2005, (2012-07-16), General Conditions - Standing Offers - Good or Services;
- d. 2010A (2012-07-16), General Conditions Goods (Medium Complexity);
- e. Annex "A" - Requirement;
- f. Annex "B" - Basis of Payment;
- g. Annex "C" - Working Document - Financial Evaluation (for evaluation purposes only);
- h. Annex "D" - Standing Offer Usage Report;
- i. Annex "E" - Consent to a Criminal Records Verification;and
- j. The Offeror's offer dated _____.

9. Certifications

9.1 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.

10. 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**

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.

2.2 SACC Manual Clauses

M3000C (2006-08-15) Price Lists

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

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

4. Payment**4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the call-up. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

4.2 Limitation of Price

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

4.3 Method of Payment

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

4.4 Payment by Credit Card

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

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

6. Insurance

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

7. SACC Manual Clauses

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

ANNEX "A" REQUIREMENT

Regional Individual Standing Offer for the supply, delivery and off-loading of grocery items such as eggs, cheese, milk, juice, dry groceries, bakery, canned food, fresh and frozen meat, fish and poultry, fresh produce and frozen products for use by Correctional Services of Canada, Edmonton Institution for Women, Edmonton, Alberta and Pe Sakastew Centre, Hobbema, Alberta on an "as requested" basis to be provided in accordance with the terms and conditions set out herein.

The Offeror must supply retail sizes and small or individual pack sizes. "Generic", "No Name" or "House Brand" products are preferred. The Offeror must carry a supply of basic dietary products. Beverage crystals must be supplied with no metal tear away lids. No items are to contain alcohol. Any items supplied in glass containers are to be disclosed to the consignee at time of order.

Orders placed with the Offeror for all food commodities requested must be delivered as a complete shipment. Minimum order requirements will not be acceptable.

Quality Standard Requirements:

(a) All products must adhere to the following Acts and their regulations:

- Agriculture & Agri-Foods Administrative Monetary Penalty Act
- Canada Agriculture Products Act
- Canadian Food Agency Inspection Act
- Consumer Packaging and Handling Act (as it relates to food)
- Food and Drug Act (as it relates to food)
- Fish Inspection Act
- Meat Inspection Act

(b) All products offered must be in accordance with the Canadian General Standards Board (CGSB) Standards, current editions.

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

CGSB
Canadian General Standards Board
Gatineau, Canada
K1A 1G6

Telephone: 819-956-0425 or 1-800-665-2472

Facsimile: 819-956-5740

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

(c) "Canada Choice" is the minimum acceptable grade for those products falling under the grading guideline.

(d) Only Federally inspected meat will be accepted. No second handling of meat will be allowed. Handling, packaging and labelling of meat, poultry, and fish must be in accordance with CGSB

Specification 32.72M, current edition. Grade "A" is the minimum acceptable grade for meat products. Utility grade will be an acceptable grade for poultry products unless a higher grade has been requested. Meat will be supplied fresh and not frozen unless otherwise specified.

- (e) No substitute on the packaging, containers or sizes including case quantities will be accepted unless approved prior to shipping. The supplier must provide full cases where specified. No repacks, opened or split cases or mixed brand names for individual items ordered will be accepted.
- (f) All packaging must include a "date of pack" or "best before date" clearly visible on each outer box or individual item.

Food Deliveries (Pe Sakastew Centre, Hobbema, Alberta):

Regular orders will be placed with the Offeror at least seventy-two hours in advance of the expected delivery day. Orders will be placed by the designated Foods Services representative by phone, fax, e-mail or hard copy. Emergency orders will be delivered as mutually arranged between the designated Food Services representative and the Offeror. The Offeror must provide regularly scheduled deliveries on Tuesdays and Wednesdays between 8:00 a.m. and 12:00 p.m. each delivery day.

Unless otherwise specified at time of call-up, deliveries are to be made to the following location:

Pê Sâkâstêw Centre
P.O. Box 1500
Hobbema, Alberta
T0C 1N0

Food Deliveries (Edmonton Institution for Women):

The Offeror must provide delivery on Monday between 08:00 hours and 10:30 hours and have the ability to provide deliveries on Wednesdays and Fridays (excluding statutory holidays) between 08:00 and 10:30 hours and 13:00 hours and 15:30 hours as required. Delivery vehicles must be no longer than 24' to facilitate off-loading at the loading dock. All orders placed with the Offeror must be delivered within two working days of an order being placed with the Supplier. Orders will be placed by telephone, facsimile, in person, e-mail or any other electronic means.

Delivery to Edmonton Institution for Women is to a secure site where there is a need to keep delivery vehicles to a minimum. Delivery vehicles must be turned off when unloading and the keys locked up in a secure area on site. Drivers and delivery personnel are to undergo security screening when making deliveries to this site. The Offerors personnel must leave their driver's license at the front desk and lock up all keys, cigarettes, lighters, matches, portable radios, cell phones, USB sticks, sharps, knives, box cutters, cameras and any other electronic devices, etc. in a locker upon entry prior to proceeding to the security screening area of the main complex.

Unless otherwise specified at time of call-up, deliveries are to be made to the following location:

Edmonton Institution for Women
11151 178 Street
Edmonton, Alberta
T5S 2H9

Order Confirmation of Availability:

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

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

Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative who is the only authority that can approve any substitutions.

Discrepancies and Substitutions:

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

Rejects and Shortfalls:

Any products not meeting quality standards will be returned (opened or unopened). The designated Food Services representative will advise the Offeror within one working day when damaged and shorted items are discovered and will provide the necessary documentation to the Offeror to support the claim.

The Offeror agrees, upon notification of rejects and shortages of food products, to replace all shorted or rejected items within one working day of being notified. Delivery costs to replace all rejected and shorted items will be at the Offeror's expense. Replacement items shall be in the same quantity or greater and priced the same as the original order. Discounting for substandard goods will not be accepted.

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

Delivery of Products Not Meeting Quality Standards:

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

Quality Assurance:

All products must be of recent production and have the latest production date available, the shelf life or best before date must be clearly indicated in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

The Canadian General Standards Board Specifications, most current edition, will be used as a reference for quality control.

Final inspection and acceptance of delivery will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, dirt, or damage by rodents or insects. The Consignee shall have the right to reject products at the time of delivery and the Offeror will remove unacceptable products immediately.

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edm005

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21538-125286

File No. - N° du dossier
EDM-2-35006

CCC No./N° CCC - FMS No/ N° VME

ANNEX "B"
BASIS OF PAYMENT

Period of Standing Offer: Estimated from October 1, 2012 to September 30, 2013, plus two (2) additional one (1) year option periods

The unit prices must be in accordance with the Offeror's published price list in effect at time of call-up, (plus or minus the mark-up or discount), be in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, and are F.O.B. destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax are also included. Additional surcharges will not be acceptable.

If and where applicable, G.S.T. / H.S.T. will be added as a separate line item on any resulting invoices.

Offerors are to provide an auditable fixed pricing formula for the period of the Standing Offer. Such a formula will be based on price lists currently maintained and regularly updated by the Supplier and must, for auditing purposes, be accurately named and described.

PRICING FORMULA:

A: Dairy Products (including milk and milk products):
Prices in accordance with the current PRICE LIST in effect at time of Call-Up:

Price List Name/Description: _____

Less a discount of _____% OR Plus a mark-up of _____%

B. Bakery Products (including bread and other bakery products)
Prices in accordance with the current PRICE LIST in effect at time of Call-Up:

Price List Name/Description: _____

Less a discount of _____% OR Plus a mark-up of _____%

C. Frozen Meats, Poultry and Seafood
Prices in accordance with the current PRICE LIST in effect at time of Call-Up:

Price List Name/Description: _____

Less a discount of _____% OR Plus a mark-up of _____%

Prices listed in the Offeror's published price list are to include ecology charges and deposits where applicable.

D. Fresh Meats, Poultry and Seafood
Prices in accordance with the current PRICE LIST in effect at time of Call-Up:

Price List Name/Description: _____

Less a discount of _____% OR Plus a mark-up of _____%

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E. Frozen Fruit and Vegetables

Prices in accordance with the current PRICE LIST in effect at time of Call-Up:

Price List Name/Description: _____

Less a discount of _____% OR Plus a mark-up of _____%

F. Fresh Fruit and Vegetables

Prices in accordance with the current PRICE LIST in effect at time of Call-Up:

Price List Name/Description: _____

Less a discount of _____% OR Plus a mark-up of _____%

G. Beverage

Prices in accordance with the current PRICE LIST in effect at time of Call-Up:

Price List Name/Description: _____

Less a discount of _____% OR Plus a mark-up of _____%

H. Miscellaneous Dry Groceries

Prices in accordance with the current PRICE LIST in effect at time of Call-Up:

Price List Name/Description: _____

Less a discount of _____% OR Plus a mark-up of _____%

The discount/mark-up will remain firm for the period of the Standing Offer, including all option periods if exercised.

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Special Offers:

In addition to the above pricing arrangement, special offering due to year end or surplus manufacturing runs, special job lots, sales, etc., are to be made available as they occur if of lessor cost than under the above pricing arrangement.

Charges for Lost or Damaged Goods:

The Procurement Authority will reimburse the Offeror for all lost or damaged milk crates, bread racks and serialized pallets at the end of the Standing Offer period. The Offeror will provide the Procurement Authority with a count of all crates, racks and pallets at the time of each delivery. The Procurement Authority will provide the Offeror with a count of all returns. **The rates for these items will remain firm for the period of the Standing Offer, including all option periods if exercised,** and will be invoiced separately over and above the cost of the food as follows:

1. Firm \$ _____ per serialized pallet (considered to be \$0.00 if not completed)
2. Firm \$ _____ per milk crate (considered to be \$0.00 if not completed)
3. Firm \$ _____ per bread rack (considered to be \$0.00 if not completed)

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ANNEX "C"
WORKING DOCUMENTS - FINANCIAL EVALUATION
(For evaluation purposes only)

Please see attached Excel file - entitled - Annex "C", Financial Evaluation (for evaluation purposes only).

Offeror's may submit an offer on any or all of the product lists contained in Annex "C" Financial Evaluation, however they must have the ability to provide unit pricing for a minimum of ninety percent (90%) of line items contained in the product list(s) offered, and ensure that the document has been properly completed and contains all required information.

Unit prices shall be in accordance with the Offeror's published price list in effect on Tuesday, September 4, 2012, be in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, and are F.O.B. destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax are also included. Additional surcharges will not be acceptable.

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

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ANNEX "D"
STANDING OFFER USAGE REPORT
INSTRUCTIONS FOR SUBMISSION OF STANDING OFFER USAGE DATA

Please e-mail the usage information, for Standing Offer 21538-125286 for the Correctional Service of Canada at Edmonton Institution for Women at Edmonton, Alberta and Pê Sâkâstêw Centre at Hobbema, Alberta, to the following address: WST-PA-EDM@pwgsc-tpsgc.gc.ca.

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

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

<u>STANDING OFFER 21538-125286</u>				Start Date of SO (2012-10-01)		End Date of SO (2013-09-30)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)		Start Reporting Period DD/MM/YYYY		End Reporting Period (DD/MM/YYYY)	
Order Number	Item Description	Part Number (If Applicable)	Item Quantity	Unit of Measure (each, litre, etc..)	Date or Order	Date of Delivery	Value of Order (not including GST or Delivery)

ANNEX "E"
CONSENT TO A CRIMINAL RECORD VERIFICATION

(As per instructions in Part 5, mandatory for all Bidders to complete and return with their bid in addition to providing a complete list of names of all individuals who are currently directors of the Bidder)

1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Offerors must submit as part of their offer, by Request for Standing Offers closing date:

- (a) a complete list of names of all individuals who are currently directors of the Offeror;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.