

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

**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/Travaux  
publics et Services gouvernementaux Canada  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

<b>Title - Sujet</b> Skim Milk Powder	
<b>Solicitation No. - N° de l'invitation</b> 21501-130663/A	<b>Date</b> 2013-08-12
<b>Client Reference No. - N° de référence du client</b> 21501-130663	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$CAL-127-6106
<b>File No. - N° de dossier</b> CAL-2-35132 (127)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-23</b>	
<b>Time Zone Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ray, Jane	<b>Buyer Id - Id de l'acheteur</b> cal127
<b>Telephone No. - N° de téléphone</b> (403)292-5318 ( )	<b>FAX No. - N° de FAX</b> (403)292-5786
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA Various Locations: Alberta, Saskatchewan and Manitoba 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>

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

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

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

1. Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

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

### **PART 6 - INSURANCE REQUIREMENTS**

1. Insurance Requirements

### **Part 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

#### **A. STANDING OFFER**

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

Solicitation No. - N° de l'invitation

21501-130663/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal127

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

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CAL-2-35132

CCC No./N° CCC - FMS No/ N° VME

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## **B. RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance Requirements
7. SACC Manual Clauses
8. Price Adjustment - Milk

### **List of Annexes:**

- Annex A - Requirement
- Annex B - Basis of Payment
- Annex C - Standing Offer Usage Report
- Annex D - Insurance Requirements

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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, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
- 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 7B, 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 Basis of Payment and any other annexes.

### 2. Summary

A Regional Individual Standing Offer for the supply, delivery and off-loading of powdered Skim Milk blended product, as required, for Correctional Services Canada (CSC), in the provinces of Alberta, Saskatchewan and Manitoba.

The period of the Standing Offer is from the date of issuance to 30 September 2014, with an option to extend for one (1) additional one (1) year period from 1 October 2014 to 31 September 2015.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of the Standard Instructions 2006 Request for Standing Offers - Goods or Services - Competitive Requirements.

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), and the Agreement on Internal Trade (AIT).

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### 3. Debriefings

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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services-Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

#### 1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

### 2. Submission of Offers

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

Due to the nature of the Request for Standing Offers, transmission of offers by E-mail to PWGSC will not be accepted.

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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

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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 (1 hard copy)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard 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 Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**1.2 Payment by Credit Card**

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

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

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

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

**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** Provision of pricing as requested in Annex "B", Basis of Payment.

**1.1.2** Provision of documentation showing adherence to the specification or certifying the product provided meets the specifications listed in Annex "A", Requirement.

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## 1.2 Financial Evaluation

**1.2.1** The quoted unit prices in Annex B will be multiplied by the estimated quantities for each region.

This evaluation method also be applied to the one (1) option year for each of the three regions. The sum of both years for all regions will be totalled for an overall aggregate offer price.

### 1.2.1 SACC Manual Clause

M0222T (2013-04-25), Evaluation of Price

## 2. Basis of Selection

### 2.1 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 evaluated price will be recommended for issuance of a standing offer.

It is Canada's intent to issue up to one (1) Standing Offer based on the lowest aggregate offer price for all three regions: Alberta, Saskatchewan and Manitoba. The responsive offer with the lowest evaluated price for all three regions will be recommended for issuance of a Standing Offer.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

## 1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## PART 6 - INSURANCE REQUIREMENTS

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex "D".

If the information is not provided in the offer, 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.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. Security Requirement

There is no security requirement applicable to this Standing Offer.

#### 3. 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.

#### 3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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### **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 the reporting requirements detailed in Annex "C". If some data are 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 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.

### **4. Term of Standing Offer**

#### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is for one year from Date of Issuance to September 30, 2014.

#### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1) year period, from October 1, 2014 to September 30, 2015, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

Solicitation No. - N° de l'invitation

21501-130663/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal127

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

21501-130663

File No. - N° du dossier

CAL-2-35132

CCC No./N° CCC - FMS No/ N° VME

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## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Jane Ray, Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Western Region  
1650-635 8th Ave SW  
Calgary, AB T2P 3M3

Telephone: 403-292-5318

Facsimile: 403-292-5786

E-mail address: jane.ray@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.

### 5.2 Project Authority

The Project Authority for the Standing Offer is: To be announced

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.

### 5.3 Offeror's Representative (to be completed by Offeror)

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Services Canada (CSC). A list of the known users are as follows but not limited to:

<u>Institution Site</u>	<u>Delivery Address</u>	<u>Invoicing Address</u>	<u>Contact</u>
<b>PROVINCE: ALBERTA</b>			
<u>Pê Sâkâsêw Centre</u>	Hobema, AB	Hobema, AB	TBA
<u>Bowden Institution</u>	Hwy # 2 South Innisfail, AB T4G 1V1	PO Box 6000 Innisfail, AB T4G 1V1	TBA
<u>Drumheller Institution</u>	Hwy # 9 South Drumheller, AB T0J 0Y0	PO BOX 3000 Drumheller, AB T0J 0Y0	TBA
<u>Edmonton Institution</u>	21611 Meridian St. Edmonton, AB	PO Box 2290 Edmonton, AB T5J 3H7	TBA
<u>Edmonton Institution for Women (EIFW)</u>	11151-178th Street Edmonton, AB	11151-178th Street Edmonton, AB T5S 2H9	TBA
<u>Grande Cache Institution</u>	Hoppe Avenue Grande Cache - Hwy 40 turn on Hoppe Ave and Continue to end 3-4 kms, Grande Cache, AB	Bag 4000 Grande Cache, AB T0E 0Y0	TBA
<b>PROVINCE: SASKATCHEWAN</b>			
<u>Riverbend Institution</u>	15th Street West, Prince Albert SK	PO Box 850 Prince Albert, SK S6V 5S4	TBA
<u>Okimaw Ohci Healing Lodge</u>	Nakaneet First Nations, Maple Creek, SK	Box 1929, Maple Creek, SK S0N 1N0	TBA
<u>Regional Psychiatric Centre</u>	2520 Central Avenue North Saskatoon, SK	PO BOX 9243 Saskatoon, SK S7K 3X5	TBA
<u>Saskatchewan Penitentiary</u>	15th Street West Prince Albert, SK	PO Box 160 Prince Albert, SK S6V 5R6	TBA
<u>Willow Cree Healing Lodge</u>	Beardy's and Okemasis Reserve 6 km West of Duck Lake on Highway 212	P.O. Box 520 Duck Lake, SK S0K 1J0	TBA
<b>PROVINCE: MANITOBA</b>			
<u>Rockwood Institution</u>	Highway 7 Stony Mountain, MB	PO Box 72 Stony Mountain, MB R0C 3A0	TBA
<u>Stony Mountain Institution</u>	Highway 7 Winnipeg, MB	PO Box 4500 Winnipeg, MB R3C 3W8	TBA

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## 7. 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.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000 (Applicable Taxes 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 (2012-11-19), General Conditions - Standing Offers -  
Goods or Services;
- d) the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's offer dated \_\_\_\_\_.

## 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

2010A (2012-11-19), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Delivery Date

Delivery must be made within 21 calendar days from receipt of call-up against the Standing Offer.

### 4. Payment

#### 4.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Standing Offer, the Contractor will be paid a firm price, as per the call up, as specified in Annex "B", Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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 Single Payment

H1000C (2008-05-12), Single Payment

#### 4.3 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor  
C5201C (2008-05-12), Prepaid Transportation Costs

#### 4.4 Price Adjustment - Milk

(C3601C, 2010-01-11)

The prices detailed in the Contract are subject to adjustment to reflect the actual minimum wholesale prices for milk established by the provincial milk marketing board. A copy of the Contractor's notification of price adjustment from the provincial milk marketing board must be provided to the Contracting Authority.

The Contract will be amended to reflect the actual price of the adjustment **at time of call-up**. The Contractor must not invoice at prices other than those specified in the Contract.

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#### 4.5 Payment by Credit Card

The following credit cards are accepted: TBD and TBD.

#### 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.

**5.2** Invoices must be distributed to the appropriate CSC institution and must contain the following:

- (a) date product(s) delivered.
- (b) description of product(s) supplied
- (c) price list/catalogue for additional items as required

#### 6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D . The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### 7. SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations

B7500C (2006-06-16), Excess Goods

D0018C (2007-11-30), Delivery and Unloading

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**ANNEX "A"****REQUIREMENT****Regional Individual Standing Offer**

For the supply, delivery and off-loading of powdered Skim Milk blended product, as required, for Correctional Services Canada (CSC), in the provinces of Alberta, Saskatchewan, and Manitoba.

**Specifications:**

Skim milk powder and modified milk product blend.

Mix Ratio: maximum 50% modified milk product to skim milk powder.

Vitamin A palmitate – 140.8 – 293 IU/100ml

Vitamin D3 – 35.2 – 46.9 IU/100 ml

Requested reconstitution rate of 1kg powder to 9L water.

All skim milk, partly skim milk and whole milk powder must meet the Dairy Product Regulations (SOR/79-840) as set out in **Section 14** and applicable tables, meeting the Canada Table 1 specifications. Please refer to the following web site for more information:

<http://laws-lois.justice.gc.ca/eng/regulations/SOR-79-840/index.html>

The blended skim milk product must be easy to dissolve in cold tap water and provide a clean and neutral tasting milk product. Sample packages may be requested for taste testing to ensure acceptance by the client base.

**Packaging:**

1. 20L aseptic milk bag with cap and dispensing tube (suitable for Silver King bulk dispensing refrigerator), with 2 kg in each aseptic milk bag. Complete with mixing instructions.
2. Bulk bag- (12.5 kg). Packaged in food grade plastic bag inserted into multi-walled paper bag, sealed closed.

All packages are to be available for skid packing and shipping via truck unless otherwise specified.

**Additional Items**

CSC may require other powdered Dairy and Dairy Blended products from those listed herein in Annex B.

Following issuance of a Standing Offer, it is the Offeror's responsibility to supply and update price lists and/or catalogues as Canada may require. The Offeror must provide one (1) copy of its catalogue and price list and updates to each Identified User requesting a copy. The Offeror must further send one (1) copy to the Standing Offer Authority at the address stated in the Standing Offer.

**Delivery**

Product is to be delivered Monday to Friday (excluding statutory holidays) between 08:00 - 11:00 and 13:00 - 15:00 hours, unless the consignee advises otherwise.

Institutions listed herein in Annex "B" have varied delivery schedules. Call-ups are based on the requirement of individual sites.

Solicitation No. - N° de l'invitation

21501-130663/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ca1127

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

21501-130663

File No. - N° du dossier

CAL-2-35132

CCC No./N° CCC - FMS No/ N° VME

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### **Freight Costs**

Transportation costs to be pre-approved by Site Authority prior to shipping. Freight to be charged based on actual costs or fair negotiations with the Site Authority. Should delivery or pick up charges be deemed unreasonable at the time, the Crown reserves the right to arrange freight independently based on the best value for the Crown.

### **Pick-Up Orders**

Suppliers must be able to facilitate the pickup of orders by Government of Canada vehicles at their premises, as required.

### **Confirmation of Availability**

Supplier must notify the ordering office of items not available for delivery. Back orders will not be accepted without prior approval from the CSC - ordering office. Substitution of any item(s) must be authorized by the ordering office prior to delivery.

### **Quality Assurance**

Products to be supplied must have the latest production date available. The shelf life or best before date must be clearly marked in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

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

### **Service Level**

Offeror must respond to call-ups within 24 hours and complete delivery within three (3) weeks from date of call-up.

## ANNEX B Basis of Payment

Applicable taxes are to be excluded from prices quoted herein.  
Applicable taxes to be shown as a separate item on the invoice.

### FOB Destination.

The estimated quantities listed herein in Annex "B" are for evaluation purposes only and will not form part of any resulting Standing Offer.

The Offeror must supply both products (see Annex "A", Packaging).

Prices must be submitted for all three regions for offer to be deemed responsive. The quoted unit prices in Annex B will be multiplied by the indicated estimated quantities and totalled. This evaluation method will also be applied to the one (1) option year for all three regions. The sum of both years will be totalled for an overall aggregate offer price for all regions.

For Additional Items not listed below in Tables A and B, Offeror to complete the following:

*Prices are as listed in the Contractor's regular, seasonal and sale catalogues or current published price lists, less a discount of \_\_\_\_\_ percent.*

(Any discount provided is not included in either the financial evaluation or in Offeror's total aggregate offer price.)

### **A. For the Standing Offer from date of Standing Offer issuance to 30 September 2014.**

#	Description/ Location	Estimated Quantity	Estimated Usage	Unit Price	Total Price (estimated quantity x unit price)
<b>REGION : ALBERTA</b>					
<b>1. Price Per Unit of Issue For Locations Not Listed Below (Freight not included)</b>					
1a	<b>8 x 2 kg pouch packs (used for 20 L aseptic milk bag)</b>	1 case of 8 packs	1 annual delivery	\$ _____ per case	=\$ _____ (1 case)
1b	<b>12.5 kg bulk pack</b>	1 bulk pack	1 annual delivery	\$ _____ per pack	=\$ _____ (1 pack)
<b>2. Price Per Unit of Issue For Set Locations (Freight not included)</b>					
i	<u>Bowden</u>	780 cases of item 1a	12 monthly deliveries	\$ _____ per case	= \$ _____ (780 cases)

#	Description/ Location	Estimated Quantity	Estimated Usage	Unit Price	Total Price (estimated quantity x unit price)
ii	<u>Drumheller</u>	720 cases of item <b>1a</b>	12 monthly deliveries	\$ _____ per case	= \$ _____ (720 cases)
iii	<u>Edmonton</u>	480 packs of item <b>1b</b>	6 bi-monthly deliveries	\$ _____ per pack	= \$ _____ (480 packs)
iv	<u>Grande Cache</u>	548 cases of item <b>1a</b>	6 bi-monthly deliveries	\$ _____ per case	= \$ _____ (548 cases)
<b>REGION : SASKATCHEWAN</b>					
<b>3. Price Per Unit of Issue For Locations Not Listed Below (Freight not included)</b>					
3a	<b>8 x 2 kg pouch packs (used for 20 L aseptic milk bag)</b>	37 cases of 8 packs	1 annual delivery	\$ _____ per case	= \$ _____ (37 cases)
3b	<b>12.5 kg bulk pack</b>	10 bulk pack	1 annual delivery	\$ _____ per pack	= \$ _____ (10 packs)
<b>4. Price Per Unit of Issue For Set Locations (Freight not included)</b>					
i	<u>Saskatchewan Penitentiary</u>	1,000 cases of item <b>3a</b>	4 quarterly deliveries every three (3) months apart	\$ _____ per case	= \$ _____ (1,000 cases)
<b>REGION : MANITOBA</b>					
<b>5. Price per Unit of Issue for Set Locations (Freight not included)</b>					
i	<u>Rockwood</u>	2 cases of item <b>3a</b>	2 bi-monthly deliveries	\$ _____ per case	= \$ _____ (2 Cases)
ii	<u>Stony Mountain</u>	1,460 cases of item <b>3a</b>	12 monthly deliveries	\$ _____ per case	= \$ _____ (1,460 Cases)

**Special Offerings**

Special Offerings due to sales, etc. may be made available directly to clients as they occur if at a lesser cost than under the pricing agreement in Annex B.

**B. Option Period from 1 October 2014 to 30 September 2015.**

#	Description	Estimated Quantity	Estimated Usage	Unit Price	Total Price (estimated quantity x unit price)
<b>REGION : ALBERTA</b>					
<b>1. Price Per Unit of Issue For Locations Not Listed Below (Freight not included)</b>					
1a	<b>8 x 2 kg pouch packs (used for 20 L aseptic milk bag)</b>	1 case of 8 packs	1 annual delivery	\$ _____ per case	=\$ _____ (1 case)
1b	<b>12.5 kg bulk pack</b>	1 bulk pack	1 annual delivery	\$ _____ per pack	=\$ _____ (1 pack)
<b>2. Price Per Unit of Issue For Set Locations (Freight not included)</b>					
i	<u>Bowden</u>	780 cases of item 1a	12 monthly deliveries	\$ _____ per case	= \$ _____ (780 cases)
ii	<u>Drumheller</u>	720 cases of item 1a	12 monthly deliveries	\$ _____ per case	= \$ _____ (720 cases)
iii	<u>Edmonton</u>	480 packs of item 1b	6 bi-monthly deliveries	\$ _____ per pack	=\$ _____ (480 packs)
iv	<u>Grande Cache</u>	548 cases of item 1a	6 bi-monthly deliveries	\$ _____ per case	= \$ _____ (548 cases)
<b>REGION : SASKATCHEWAN</b>					
<b>3. Price Per Unit of Issue For Locations Not Listed Below (Freight not included)</b>					
3a	<b>8 x 2 kg pouch packs (used for 20 L aseptic milk bag)</b>	37 cases of 8 packs	1 annual delivery	\$ _____ per case	=\$ _____ (37 cases)
3b	<b>12.5 kg bulk pack</b>	10 bulk pack	1 annual delivery	\$ _____ per pack	=\$ _____ (10 packs)

#	Description	Estimated Quantity	Estimated Usage	Unit Price	Total Price (estimated quantity x unit price)
<b>4. Price Per Unit of Issue For Set Locations (Freight not included)</b>					
i	<u>Saskatchewan Penitentiary</u>	1,000 cases of item <b>3a</b>	4 quarterly deliveries every three (3) months apart	\$ _____ per case	=\$ _____ (1,000 cases)
<b>REGION : MANITOBA</b>					
<b>5. Price per Unit of Issue for Set Locations (Freight not included)</b>					
i	<u>Rockwood</u>	2 cases of item <b>3a</b>	2 bi-monthly deliveries	\$ _____ per case	=\$ _____ (2 Cases)
ii	<u>Stony Mountain</u>	1,460 cases of item <b>3a</b>	12 monthly deliveries	\$ _____ per case	=\$ _____ (1,460 Cases)

**Special Offerings**

Special Offerings due to sales, etc. may be made available directly to clients as they occur if at a lesser cost than under the pricing agreement in Annex B.

Solicitation No. - N° de l'invitation

21501-130663/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal127

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

21501-130663

File No. - N° du dossier

CAL-2-35132

CCC No./N° CCC - FMS No/ N° VME

**Annex "C"**

**STANDING OFFER USAGE REPORT**

**Return to:**

Facsimile: (403) 292-5786

E-mail: wst-pa-cal@pwgsc-tpsgc.gc.ca

**The usage reports must be submitted no later than fifteen (15) calendar days after the end of the reporting period.**

**SUPPLIER:**

**STANDING OFFER NO:** \_\_\_\_\_  
21501-130663

**DEPARTMENT OR AGENCY:** Correctional Services Canada, Various locations

**REPORTING**

**PERIOD:** [ ] 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.

Call-up No.	Description	Value of each call-up (GST included)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
<b>Total Dollar Value Call-ups for this reporting period:</b>		

**NIL REPORT:** We have not done any business with the Federal government for this period [ ]

**PREPARED BY:**

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**ANNEX "D"****INSURANCE****Commercial General Liability Insurance**

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.

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 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.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

Solicitation No. - N° de l'invitation

21501-130663/A

Amd. No. - N° de la modif.

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ca1127

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

21501-130663

File No. - N° du dossier

CAL-2-35132

CCC No./N° CCC - FMS No/ N° VME

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### **Automobile Liability Insurance**

The Contractor must obtain Automobile 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. The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.