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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 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment and any other annexes.

### **2. Summary**

Request for Regional Individual Standing Offer(s) (RISOs) for the provisions of Miscellaneous Groceries on an "as and when" required basis for Correctional Services of Canada, various locations in Canada.

The period of the Standing Offers will be from issuance to 31 October 2014.

This requirement is subject to the provisions of the Agreement on Internal Trade (AIT), the North American Free Trade Act (NAFTA), Canada-Peru/Canada-Colombia/Canada-Panama Free Trade Agreements and the World Trade Organization Agreement on Government Procurement (WTO-AGP).

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.

It is the intention of PWGSC to issued up to five (5) Standing Offers. One Standing Offer for each Region.

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### **3. Security Requirement**

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

### **4. Debriefings**

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

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-03-01) 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

### 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.

Once the offer has been completed and submitted to the Bid Receiving Unit, a copy of the Basis of Payment (Excel file) may be forwarded by e-mail to: [kingston.procurement@pwgsc.gc.ca](mailto:kingston.procurement@pwgsc.gc.ca)

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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.

### 4. Applicable Laws

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

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

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

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

Canadian General Standards Board Sales Centre

Place du Portage, Phase III, 6B1

11 Laurier Street

Gatineau, Quebec

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

Fax: (819) 956-5644

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

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

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copy and 1 soft copy)

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 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: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

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

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

#### Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

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

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

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

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

## **Section II: Certifications**

Offerors must submit the certifications required under Part 5.

## 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 Financial Evaluation

##### 1.1.1 Mandatory Financial Criteria

The Offeror must complete and submit with its offer, Annex B - Basis of Payment, in Canadian funds. Pricing must be provided for **all line items** as listed in Annex B- Basis of Payment.

Each Region will be evaluated separately.

Offers will be evaluated based on the prices detailed in Annex B - Basis of Payment.

The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

- (a) The Evaluated Price is the sum of Extended price.
- (b) The Extended price is the Estimated Quantity multiplied by the Firm Unit Price.

The price of the offer will be evaluated in Canadian dollars, DDP Delivery Duty Paid, applicable taxes excluded.

##### 1.1.2 SACC Manual Clause

SACC Manual Clause M0220T (2013-04-25), Evaluation of Price

##### 1.1.3 Mandatory Items

If the Offeror is not able to provide a requested item, it is up to the offeror to contact the Contracting Authority no later than ten (10) calendar days prior to the closing date and inform the Contracting Authority of the item(s) that can not be offered.

The item(s) will be reviewed and determined if it/they can be purchased by other means and removed from the list.

Any changes to the list will be made by the Contracting Authority through an amendment to the Request for Standing Offer document.

### 2. Basis of Selection

- 2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory financial evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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- 2.2** Should the same Offeror be selected to receive a Standing Offer for more than one region, only one Standing Offer will be issued to that Offeror for the combined regions.

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## 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 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions 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" 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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. Security Requirement

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

The Supplier must replace drivers that cannot be admitted to a CSC Institution for failure to meet these security requirements. For CSC CPIC checks, the contact is: **(information to be provided upon issuance of Standing Offer)**

Name:

Telephone:

Facsimilie:

Email Address:

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

#### 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 (2014-03-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with Annex B, Pricing Basis. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The quarterly reporting periods are defined as follows:

1st quarter: May 1 to July 31;

2nd quarter: August 1 to October 31;

3rd quarter: 1 November to January 31;

4th quarter: February 1 to April 30.

The data must be submitted to the Standing Offer Authority no later than 10 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 from issuance of the Standing Offer to 31 October 2014.

##### **4.2 Shipping Instructions - Delivery Duty Paid (DDP)**

Incoterms 2000 "DDP Delivered Duty Paid", (location inserted upon award)

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Nancy Carrière  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence St., 2nd Floor  
Kingston, Ontario  
K7L 1X3  
Telephone: 613-545-8764  
Facsimile: 613-545-8067  
E-mail address: nancy.carriere@pwgsc.gc.ca

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

##### **5.2 Project Authority**

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

### 5.3 Offeror's Representative

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

Name:  
Title:  
Organization:  
Address:

Telephone:  
Facsimile:  
E-mail Address:

### 6. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

### 7. Call-up Procedures

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

### 8. Call-up Instrument

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

### 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

### 10. 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 (2014-03-01), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (2014-03-01), Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Requirement ;
- f) Annex B, Basis of Payment ;
- g) Annex C, Delivery Destinations;
- h) Annex D, Food Quality and Specifications
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

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## 11. Certifications

### 11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

## 12. 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 **(will be inserted into Standing Offer Document by PWGSC)**.

## 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 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

#### 2.3 SACC Manual Clauses

D0014C	Delivery of Fresh Chilled or Frozen Products	2007-11-30
B7500C	Excess Goods	2006-06-16
D3007C	Inspection and Stamping	2007-11-30

### 3. Term of Contract

#### 3.1 Delivery Date

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

### 4. Payment

#### 4.1 Basis of Payment

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

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex B, and Applicable Taxes are extra.

#### 4.2 SACC Manual Clauses

H1008C	Monthly Payments	(2008-05-12)
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#### 4.3 Payment by Credit Card - *To be completed by PWGSC at time of issue*

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

OR

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

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## 5. Invoicing Instructions

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

Each call-up must be separately invoiced and, at a minimum, must include a signed delivery slip which includes the following:

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

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

A master invoice will be submitted with signed delivery slips for payment the following address on a monthly basis:

Correctional Services of Canada  
Food Services Division  
340 Laurier Ave. W  
Ottawa, ON  
K1A 0P9

The Project Authority may request 2 copies of an invoice.

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## **ANNEX "A"**

### **REQUIREMENT**

#### **1.1 General Requirements**

Correctional Service Canada Food Service Division requires the provisions of specific Grocery items.

#### **Products**

Products offered must be in accordance with Food Quality and Specifications referred to in **Annex "D"**. All packaging and labeling must be in accordance with CGSB Standards and CFIA regulations. Individual packaging and labeling of product must indicate "Best Before" date on packaging.

A-85-269-002/FP-Z01 CF Food Quality Specifications (enclosed)  
FQS 13-Frozen Vegetables  
FQS 9 Fish and Seafood  
FQS-15 Canned Vegetables  
FQS-14 Canned Fruits  
FQS- 36 Cereal

No Name Products will not be accepted.

#### **Turn Around Times**

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

#### **Preparation for Delivery**

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

#### **Delivery of Frozen Products**

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

### **Delivery**

The Delivery Destinations are attached in **Annex "C"**.

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

Requirement of products and pricing basis – refer to **Annex "B"**

### **Expiry Dates**

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

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

### **Delivery Slips**

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

### **Substitution**

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

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

**Attached Excel Spreadsheet**

**ANNEX "C"****DELIVERY DESTINATIONS**

<b>REGION #1</b>	<b>REGION #2</b>	<b>REGION #3</b>	<b>REGION #4</b>	<b>REGION #5</b>
<b>Atlantic Canada Nova Scotia &amp; New-Brunswick</b>	<b>Quebec</b>	<b>Ontario</b>	<b>Prairies Alberta, Saskatchewan &amp; Manitoba</b>	<b>British Columbia</b>
Atlantic Institution, Renous, NB	Donnacona Institution, Quebec, QC	Millhaven Institution, Kingston, ON	Edmonton Maximum Institution, Edmonton, AB	Pacific Institution Abbotsford, BC
Springhill Institution, Springhill, NS	Port-Cartier Institution, Port-Cartier, QC	Collins Bay Institution, Kingston, ON	Drumheller Institution, Drumheller, AB	Matsqui Institution Abbotsford, BC
Dorchester Institution, Moncton, NB	Regional Reception Center, Mirabel, QC	Joyceville Institution, Kingston, Ontario	Bowden Institution, Innisfail, AB	Kent Institution Agassiz, BC
Westmorland Institution Dorchester, NB	Archambault Institution, Mirabel, QC	Bath Institution, Bath, ON	Grande Cache Institution, Grande Cache, AB	Mountain Institution Agassiz, BC
	Federal Training Centre, Laval, QC	Frontenac Institution, Kingston, ON	Saskatchewan Federal Penitentiary Saskatchewan,	Mission Institution Mission, BC
	Montée Saint-Francois Institution, Laval, QC	Warkworth Institution, Campbellford, ON	Regional Psychiatric Centre Saskatoon, Saskatchewan	
	La Macaza Institution, Laurentians, QC		Stony Mountain Institution Stony Mountain, Manitoba	
	Cowansville Institution, Eastern Township, QC			
	Drummond Institution, Eastern Township, QC			
	Ste Anne des Plaines, Mirabel, QC			

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## **ANNEX "D"**

### **FOOD QUALITY SPECIFICATIONS**

**See attached**