

Solicitation No. - N° de l'invitation

21401-155028/B

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-4-42140

Buyer ID - Id de l'acheteur

kin900

CCC No./N° CCC - FMS No/ N° VME

21401-15-5028

See herein

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PART 1 - GENERAL INFORMATION

1.1 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 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 Statement Requirement and the Basis of Payment.

1.2 Summary

- (i) To establish a Regional Individual Standing Offer for the provision miscellaneous groceries on an 'as and when requested' basis for Correctional Service of Canada, Kingston area Institutions including Warkworth Institution in Warkworth, Ontario and Beaver Creek Minimum and Medium Institutions in Gravenhurst, Ontario
- (ii) Client department: Correctional Services Canada
- (iii) The period of the Standing Offer will be from issuance of the Standing Offer to 30 January 2016
- (iv) as per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- (vi) 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) Chile Free Trade Agreement, Canada – Columbia Free Trade Agreement and the Canada – Peru Free Trade Agreement.

1.3 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

2.1 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 (2014-09-25) 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: 60 days
Insert: 90 days

2.2 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

2.3 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is

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eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4. Applicable Laws

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

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

2.5. 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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copy) and 1 soft copy on Excel as an e-mail attachment

Section II: Certifications (1 hard copy)

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

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

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

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

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

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[Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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 Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately. Offerors may submit bids to provide goods to one or both locations:

1. **Hard (Paper) Copy:** One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.
2. **Soft (Electronic) Copy:** In addition to the hard copy, PWGSC is requesting that offerors send in an electronic copy of Excel file, by e-mail to the following address: **Kingston.procurement@pwgsc.gc.ca**

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. 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.

4.1.1 Financial Evaluation

4.1.1.1 Financial Technical 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 and a % amount for B. Special Orders.

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 Aggregate Value which is calculated as follows:

The Evaluated Price is the sum of the Extended price.

The Extended price is the Estimated Quantity multiplied by the Firm Unit Price.

4.1.2 Financial Evaluation

4.1.2.1 Financial Evaluation Criteria

Offerors may submit offers for all or any of the geographic areas listed in Annex "B" Basis of Payment. The geographical areas in Pricing Basis "B.1" or "B.2" will be evaluated individually. The extended price for the geographic area will be calculated by multiplying the estimated usage values by the Offerors corresponding unit price. The evaluated price for a geographic area is the aggregate of all the extended prices for all pricing periods for the geographic area.

4.1.2.2 SACC Manual Clause

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

4.1.2.3 Pack of Unit Size

If a requested size is no longer available, it is up to the offeror to contact the Standing Offer Authority no later than seven (7) calendar days prior to the closing date with a proposed alternative size.

Where changes to pack or unit size are proposed the following must be met:

- a. The proposed change is necessary because the original pack size specified is unavailable in the industry; and
- b. The new proposed size reflects the next size up or down (from the original size specified) that is available in the industry; and /or
- c. There is a less than 15% difference between the original size specified and the proposed alternative size.

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Any changes to the product pack and or size will be made by the Standing Offer Authority through an amendment to the Request for Standing Offer document. The offeror cannot substitute sizes in their offer that have not been approved.

4.2 Basis of Selection

- 4.2.1** The compliant offer with the lowest evaluated price for the geographic area(s) will be recommended for issuance of a Standing Offer for the applicable geographic area(s) upon compliance with the conditions stated in Part 5.
- 4.2.2** Canada intends to issue up to a maximum of two (2) Standing Offer(s) to the compliant Offeror(s) with the Lowest Aggregate Total for each Pricing Basis.

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

PART 5 - CERTIFICATIONS

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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Precedent to Issuance of a Standing Offer

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

5.1.1 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 (*OR insert 2007, as applicable*). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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

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"FCP Limited Eligibility to Bid" list
(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirement

There is no security requirement applicable to this Standing Offer.

6.3. 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.

6.3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 Standing Offer 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". 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 data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

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6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from issuance of Standing Offer to 30 January 2016

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Chris Emmons
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence St., 2nd Floor
Kingston, Ontario
K7L 1X3

Telephone: 613-545-8083
Facsimile: 613-545-8067
E-mail address: chris.emmons@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.

6.5.2 Project Authority (To be identified at time of issuance of Standing Offer)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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

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6.5.3 Offeror's Representative (Offeror to complete with offer.)

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service Canada, Ontario Region Institutions.

6.7 Call-up Procedures

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

6.8 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.

6.9 Limitation of Call-ups

The call-up limitation for this requirement is \$25,000.00 (applicable taxes included).

6.10 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029 (2014-09-25), Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____. (insert date of offer)

6.11 Certifications

6.11.1 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.

6.12 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 _____.

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.

6.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2029 (2014-09-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

6.2.3 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

6.3 Term of Contract

6.3.1 Delivery Date

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

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6.4 Payment

6.4.1 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".

6.4.2 Limitation of Price

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

6.4.3 Method of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6.5 Invoicing Instructions

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.

Each invoice must be supported by:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment:
Regional Headquarters | Administration régionale
Correctional Service Canada | Service correctionnel Canada
443 Union Street, PO Box 1174 | 440 Union, Kingston ON Canada K7L 4Y8
Tel 613-545-8266 Fax 613-536-4571
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. one (1) copy must be forwarded to the consignee.

6.6. Insurance

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

ANNEX "A" REQUIREMENT

DELIVERY

A.1 DELIVERY TIME

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

A.2. PREPARATION FOR DELIVERY

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

A.3. DELIVERY SLIPS

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

B. ITEM SIZES

The Contractor must supply items in the size identified in Annex "B" Basis of Payment.

C. SPECIAL INSTRUCTIONS

When an order is placed, the Call-up Authority will reference the Standing Offer number as well as the item number and a brief description of each item.

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

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

D. SPECIFICATIONS

Contractors are to ensure that they comply with the standard stated on the item description details in Annex "B" Basis of Payment

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E. FINAL INSPECTION & PRODUCT ACCEPTANCE/REJECTION

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

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

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

F. GLASS CONTAINERS ARE NOT ALLOWED

G. BACK ORDERS

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

H. SECURITY CHECK

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

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

Tom Tinney
Telephone: (613) 536-4129
Facsimilie: (613) 536-4571
Email Address: tom.tinney@csc-scc.gc.ca

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ANNEX "B" BASIS OF PAYMENT

Firm unit prices in Canadian funds including Canadian customs duties, excise taxes, F.O.B. Destination and any delivery and unloading costs. The applicable taxes are to be shown separately, if applicable.

A. Standard Inventory Products

Prices stated in Annex B are firm for the period of the Standing Offer.

B. Special Orders

Product(s) ordered by Correctional Services Canada which are not included in Annex "B" Basis of Payment will be charged in accordance with the Offeror's master price list, less a discount of _____%. The Offeror must provide the master price list at the time of Standing Offer issuance.

Annex B-1 - electronic spreadsheet
Annex B-2 - electronic spreadsheet