

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067**

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 / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Fruit and Vegetables	
Solicitation No. - N° de l'invitation 21401-155133/A	Date 2015-09-02
Client Reference No. - N° de référence du client 21401-15-5133	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-535-6662
File No. - N° de dossier KIN-5-44019 (535)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-19	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Carriere, Nancy	Buyer Id - Id de l'acheteur kin535
Telephone No. - N° de téléphone (613)286-5423 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 443 UNION STREET P.O. BOX 1174 KINGSTON Ontario K7L4Y8 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 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 | Security, Financial and 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, Destination Addresses and Closing Date Schedule

1.2 Summary

- 1.2.1** Correctional Services of Canada has a requirement for the provisions of Fresh Fruits and Vegetables on an "as and when" required basis. This requirement has several delivery locations as detailed in Annex A, Requirement, herein. It is the intention of Canada to issue one (1) Regional Individual Standing Offer for the Kingston area Institutions, which also includes Beaver Creek and Fenbrook and one (1) Regional Individual Standing Offer for the Grand Valley Institution located in Kitchener, Ontario. All of the destinations can be viewed in Annex C, Destination Addresses, attached herein.

An Offeror can submit an offer for one location or both locations. In the case of an Offeror that is the successful Offeror of both locations, only one (1) Regional Individual Standing Offer will be issued for that period.

Period of Standing Offer process is from Issuance to 31 October 2016, divided into twelve (12) one (1) month periods as follows:

PERIOD 01: Issuance to 30 November 2015

PERIOD 02: 01 December 2015 to 31 December 2015
PERIOD 03: 01 January 2016 to 31 January 2016
PERIOD 04: 01 February 2016 to 29 February 2016
PERIOD 05: 01 March 2016 to 31 March 2016
PERIOD 06: 01 April 2016 to 30 April 2016
PERIOD 07: 01 May 2016 to 31 May 2016
PERIOD 08: 01 June 2016 to 30 June 2016
PERIOD 09: 01 July 2016 to 31 July 2016
PERIOD 10: 01 August 2016 to 31 August 2016
PERIOD 11: 01 September 2016 to 30 September 2016
PERIOD 12: 01 October 2016 to 31 October 2016

Note: Offers must be submitted for each period as per the schedule in Annex D, Closing date schedule. Offerors may present offers on any period of their choice.

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

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4 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.

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) (<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 (2015-07-03) 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: 120 days

2.1.1 SACC Manual Clauses

C9000T	Pricing	2010-08-16
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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.

Note: Page 1 of each Request for Standing Offers, as per the Closing Date Schedule, are included in Annex D with each individual closing dates.

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 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.

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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.

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 (one (1) hard copy) and one (1) soft copy on Excel as an e-mail attachment

Section II: Certifications (one (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) (<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.

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**

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

Annex B - WORKING DOCUMENTS (EXCEL FILE)

The working documents include the Schedule of Closing Dates as well as Closing Pages and List

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of Products for each period.

The Schedule of Closing Dates (Annex D) specifies the Closing Dates for each period. It is important to use the appropriate Closing page, matching the period for which the offer applies.

The Offerors will complete the List of Products for the Kingston Area or Grand Valley Institution or both using the Excel file and ensure that it has been properly filled out and contains all required information.

That list, once printed, will be sent to the bid receiving unit with the other required documents, before being transmitted to the above mentioned e-mail address.

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 Mandatory Financial Criteria

Annex B and B1 will be evaluated separately using the following criteria:

The Offeror must complete and submit with its offer, Annex B - Basis of Payment, Kingston Area locations and/or Annex B1 - Basis of Payment, Grand Valley Institutions in Canadian Funds. Pricing must be provided for all line items as listed and a % amount for B. Special Orders.

Offers meeting the requirements of the Mandatory Financial Evaluation will be assessed to arrive at an Aggregate Value based on the estimated usage provided herein at Annex "B" and "FOB Destination", as indicated.

The estimated usage provided herein is for the sole purpose of establishing an evaluation tool, based only on best estimate and in no way reflect the actual usage's expected or any commitment on the part of the Crown.

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

Definition of Extended Price: The line item prices are multiplied by the estimate usage to arrive at an extended price.

Definition of Aggregate Value: The Aggregate Value is the sum of all the extended prices.

4.1.1.2 Mandatory Financial Criteria

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

4.1.1.3 Pack or 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 sizes 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.

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

a) It is the intention of Canada to issue up to a maximum of two (2) Standing Offers for this requirement. One Standing Offer will be for the Kingston Area Institutions, Annex B – Basis of Payment and one Standing Offer for the Grand Valley Institution, located in Kitchener, Ontario. If the same Offeror is deemed successful on both Annex B and Annex B1, then only one (1) Standing Offer will be issued for that period.

For each Standing Offer period, offers will be assessed to arrive at an aggregate value based on the estimated usage provided herein at Annex B, FOB Destination as indicated. The estimated usage provided herein is for the sole purpose of establishing an evaluation tool and are based only on best estimates. They may not reflect the actual usage and do not represent any commitment on the part of Canada.

The Offeror's Unit Prices will be multiplied by the corresponding estimated usage to arrive at an extended price. In the event that an offeror does not provide a price for any item PWGSC will, for assessment purposes only, substitute the highest price quoted (by another offeror) for the item for which they did not provide a quote. If all offerors fail to provide a price for a particular item, that item will be eliminated from the assessment. This will be for the purposes of obtaining an aggregate total for each offer.

b) The compliant Offeror(s) selected for issuance will be given written notification to provide the information required in 5-2 entitled "Certifications Precedent to Issuance of the Standing Offer" by a specified date and time, unless the information has already been provided in the RFSO submission. Should the Offeror(s) fail to provide all the information required by the date and time specified, the offer will be considered non-compliant and given no further consideration. The compliant Offeror with the next lowest Aggregate Value will be notified. This process will be repeated until the Certifications Precedent to Issuance of Standing Offer have been met.

c) Upon Compliance with 5 entitled "Certifications Precedent to Issuance of the Standing Offer", the Standing Offer(s) will be issued to the compliant Offeror(s) selected for issuance of a Standing Offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information 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 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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

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(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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

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 of meeting the security requirements. For CSC CPIC checks, the contact is:

Institution: Collins Bay Medium Institution
Contact Name: Andre Desjardins
Telephone Number: (613) 536-6257
E-mail Address: Andre.Desjardins@CSC-SCC.GC.CA

Institution: Collins Bay Minimum Institution
Contact Name: Philomena McClelland
Telephone Number: (613) 536-4230
E-mail Address: Philomena.Mcclelland@CSC-SCC.GC.CA

Institution: Millhaven Institution
Contact Name: Mic Compeau
Telephone Number: (613) 351-8178
E-mail Address: Mic.Compeau@CSC-SCC.GC.CA

Institution: Bath Institution
Contact Name: Tom Gencarelli
Telephone Number: (613) 351-8008
E-mail Address: Thomas.Gencarelli@CSC-SCC.GC.CA

Institution: Joyceville Medium Institution
Contact Name: Corey Beckstead
Telephone Number: (613) 536-6604
E-mail Address: Corey.Beckstead@CSC-SCC.GC.CA

Institution: Joyceville Minimum Institution
Contact Name: Corey Beckstead
Telephone Number: (613) 536-6604
E-mail Address: Corey.Beckstead@CSC-SCC.GC.CA

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Institution: Warkworth Institution
Contact Name: Dave Stephens
Telephone Number: (705) 924-8067
E-mail Address: Dave.Stephens@CSC-SCC.GC.CA

Institution: Beaver Creek Medium Institution
Contact Name: Peter Colles
Telephone Number: (705) 687-1711
E-mail Address: Peter.Colles@CSC-SCC.GC.CA

Institution: Beaver Creek Minimum Institution
Contact Name: Peter Colles
Telephone Number: (705) 687-1711
E-mail Address: Peter.Colles@CSC-SCC.GC.CA

Institution: Grand Valley Institution
Contact Name: Mike Trombly
Telephone Number: (519) 894-8138
E-mail Address: Michael.Trombly@CSC-SCC.GC.CA

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

See Part 6 Above

7.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2015-07-03) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

7.3.2 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, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "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 quarterly reporting period is defined as follows:

1st quarter: Issuance of Standing Offer to 31 December;
2nd quarter: 1 January to 31 March;
3rd quarter: 1 April to 30 June;
4th quarter: 1 July to 30 September

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is as follows:

PERIOD 01: Issuance to 30 November 2015
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PERIOD 03: 01 January 2016 to 31 January 2016
PERIOD 04: 01 February 2016 to 29 February 2016
PERIOD 05: 01 March 2016 to 31 March 2016
PERIOD 06: 01 April 2016 to 30 April 2016
PERIOD 07: 01 May 2016 to 31 May 2016
PERIOD 08: 01 June 2016 to 30 June 2016
PERIOD 09: 01 July 2016 to 31 July 2016
PERIOD 10: 01 August 2016 to 31 August 2016
PERIOD 11: 01 September 2016 to 30 September 2016
PERIOD 12: 01 October 2016 to 31 2016

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nancy Carrière
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence Street
Kingston ON, 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.

7.5.2 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.

7.5.3 Offeror's Representative

Name and telephone number of the person responsible for: ***To be completed by the supplier***

General Enquiries:

Name: _____

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Telephone No: _____
Facsimile No: _____
E-mail address: _____

Delivery follow-up:

Name: _____
Telephone No: _____
Facsimile No: _____
E-mail Address: _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer are detailed in Annex D.

7.7 Call-up Procedures and Instrument

This work will be authorized or confirmed by the identified User(s) using for PWGSC-TPSGC 942, Call-up Against a Standing Offer or electronic document.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

7.9 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 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015-07-03); General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Destination Addresses;
- h) Annex D, Closing Date Schedule;
- i) the Offeror's offer dated _____ (*insert date of offer*).

7.10 Certifications

7.10.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

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7.11 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 Ontario.

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.

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010A (2015-07-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2015-07-03) General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ (insert at time of call-up). 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.

7.4.2 Limitation of Price

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

7.4.3 Single Payment

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

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7.4.4 Payment by Credit Card (If applicable)

The following credit card is accepted: _____.

OR

The following credit cards are accepted: _____ and _____.

7.5 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.

7.6 Insurance

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

7.7 SACC Manual Clauses

B7500C (2006-06-16) Excess Goods
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products
D3007C (2007-11-30) Inspection and Stamping
D6010C (2007-11-30) Palletization

ANNEX "A"

REQUIREMENT

To supply and deliver Fresh Fruit and Vegetables as specified in Annex B and Annex B1 to Correctional Services of Canada (CSC), on an "as and when" requested basis, during the period of the Standing Offer. All delivery locations are listed in Annex C, Delivery Destination Addresses, attached herein.

DELIVERY

Delivery is a mandatory maximum delivery time of five business days with no minimum call-ups to apply. Delivery is to be 5 days, but Suppliers must be capable of delivering within two days if requested by Correctional Service of Canada. Delivery turnaround is imperative.

DELIVERY TIME FRAME

All deliveries for Kingston Area Institutions and must be made between the hours of 7 am to 11 am. Morning deliveries are preferable by all Institutions, particularly Millhaven Institution. For Beaver Creek and Fenbrook Institutions, deliveries are preferable on Mondays and must be between the hours of 6:30 am to 10 am.

REJECTED ITEMS

Rejected items for all Institutions must be picked-up and replaced within 48 hours.

STOCK OUTS

Suppliers must notify the Identified User at each Institution forty-eight hours prior to the scheduled delivery if shipment of any product(s) cannot be made.

DELIVERY SLIPS

The Supplier shall supply delivery slips for each delivery. The Supplier shall issue a credit note to the Institutions to cover discrepancies on delivery.

STANDARDS

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

- a. The Food and Drug Act and Regulations; and
- b. Canada Agricultural Products Standards Acts.
- c. Canadian General Standards Board (CGSB)

PACKAGING

Produce must be supplied in sizes as indicated for each item, must show weight of the packages and shall be delivered to the Institutions in good condition and show no evidence of deterioration. Each package surface must clearly state the grade, size, maturity, variety, colour and weight of the product. Deviation from sizes as stated on the Standing Offer will be considered/accepted when previously discussed with the Identified User at each Institution for one-time shipments only.

SPECIFICATIONS

Unless otherwise stipulated in the purchase document, Suppliers are to ensure that they comply with the standard stated on the item description details. Seconds (grade) are not acceptable.

GRADES

If the grade name stipulated is not available, a higher grade name, in all cases, must be supplied.

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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 total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

A. Standard Inventory Products

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

Annex B and Annex B1 are attached Excel Spreadsheet

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ANNEX "C"

DELIVERY DESTINATION ADDRESSES

Annex B – Kingston Area Institutions

DELIVER TO:	CONSIGNEE CODE	MAIL INVOICE TO:
Collins Bay Medium Institution c/o Frontenac Inst. Stores 1455 Bath Road Kingston, Ontario	21440	Correctional Service Canada Collins Bay Institution P.O. Box 190 Kingston ON K7L 4V9
Collins Bay Minimum Institution 1455 Bath Road Kingston, Ontario	21441	Correctional Service Canada Frontenac Institution P.O. Box 7500 Kingston ON K7L 5E6
Millhaven Institution Highway 33 Millhaven, Ontario	21421	Correctional Service Canada Millhaven Institution P.O. Box 280 Bath ON K0H 1G0
Bath Institution Highway 33 Millhaven, Ontario	21423	Correctional Service of Canada Bath Institution P.O. Box 1500 Bath ON K0H 1G0
Joyceville Medium Institution Highway 15 Joyceville, Ontario	21450	Correctional Service of Canada Joyceville Institution P.O. Box 880 Kingston ON K7L 4X9
Joyceville Minimum Institution c/o Joyceville Inst. Stores Highway 15 Joyceville, Ontario	21451	Correctional Service of Canada Pittsburgh Inst., c/o Joyceville Inst P.O. Box 880 Kingston ON K7L 4X9
Warkworth Institution County Road 29, off Highway 30 Warkworth, Ontario	21460	Correctional Service Canada Warkworth Institution P.O. Box 769 Campbellford ON K0L 1L0
Beaver Creek Medium Institution c/o Beaver Creek Institution Stores Beaver Creek Drive Gravenhurst, Ontario	21422	Correctional Service of Canada P.O. Box 5000 Gravenhurst, ON P1P 1Y2
Beaver Creek Minimum Institution Beaver Creek Drive Gravenhurst, Ontario	21443	Correctional Service of Canada P.O. Box 1240 Gravenhurst, ON P1P 1Y2

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Annex B1 – Grand Valley Institution

DELIVER TO:

Grand Valley Institution
1575 Homer Watson Blvd.
Kitchener, Ontario N2P 2C5

CONSIGNEE CODE

21465

MAIL INVOICE TO:

Correctional Service of Canada
1575 Homer Watson Blvd.
Kitchener, Ontario N2P 2C5

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ANNEX "D"

CLOSING DATE SCHEDULE

This package contains offer packages with separate closing dates. Please ensure when submitting your offer package you have the correct front page.

The Closing Dates are as follows:

21401-155133/A	Closes October 21, 2015
21401-155133/B	Closes November 18, 2015
21401-155133/C	Closes December 15, 2015
21401-155133/D	Closes January 18, 2016
21401-155133/E	Closes February 16, 2016
21401-155133/F	Closes March 15, 2016
21401-155133/G	Closes April 20, 2016
21401-155133/H	Closes May 17, 2016
21401-155133/I	Closes June 15, 2016
21401-155133/J	Closes July 15, 2016
21401-155133/K	Closes August 18, 2016
21401-155133/L	Closes September 19, 2016