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**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

**Government of Canada Building**  
**101 - 22nd Street East, Suite 110**

## Saskatoon

**Sask.**

**S7K 0E1**

**Bid Fax: (306) 975-5397**

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

### Regional Individual Standing Offer (RISO)

### Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Réception  
des soumissions Travaux publics et Services  
gouvernementaux Canada  
Government of Canada Building  
101 - 22nd Street East  
Suite 110  
Saskatoon  
Saskatche  
S7K 0E1

<b>Title - Sujet</b> Food - Misc Groceries	
<b>Solicitation No. - N° de l'invitation</b> 21523-172484/A	<b>Date</b> 2016-12-08
<b>Client Reference No. - N° de référence du client</b> 21523-172484	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STN-191-4938
<b>File No. - N° de dossier</b> STN-6-39028 (191)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-01-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gerstmar, Denise	<b>Buyer Id - Id de l'acheteur</b> stn191
<b>Telephone No. - N° de téléphone</b> (306)241-1018 ( )	<b>FAX No. - N° de FAX</b> (306)975-5397
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Correctional Services Canada Okimaw Ohci Healing Lodge SE 25-9-25 W 3rd Nekaneet Reserve Saskatchewan	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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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 and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

- (i) This Regional Individual Standing Offer (RISO) is for the supply, delivery and off-loading of Miscellaneous Groceries on an "as and when requested" basis, during the period of the Standing Offer for Correctional Services Canada. This requirement is subject to refresh periods as follows:
  - a. Meat, Poultry and Fish, (refresh period of 3 months);
  - b. Fresh Fruit and Vegetables, (refresh every 1 month);
  - c. Dairy, Eggs and Cheese, (refresh period of 6 months); and
  - d. Miscellaneous Groceries, (refresh period of 6 months).
- (ii) The requirement is for Okimaw OHCI Healing Lodge, Nekaneet Reserve, Maple Creek, Saskatchewan;
- (iii) The period of the standing offer will be from date of issuance for one (1) year and two (2) rebid periods. Each category will be divided into refresh periods in accordance with the terms and conditions herein;
- (iv) The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT);

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(v) All items shall conform to the relevant CGSB Standard applicable.

### 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.

### 1.4 Key Terms

**Refresh Period** – The Standing Offer holder is able to update the prices of the items listed in their standing offer and the SO supplier does not change.

- Prices that are updated will be subject to review and price support may be required.
- Items in each category will be reviewed individually. If price increase is greater than 10%, price support will be required.

If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

**Rebid Period** – the standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation.

- The same evaluation criteria will be used at the time of the rebid period as is used in the original evaluation. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

## 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 (2016-04-04), 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

B3000T (2006-06-16), Equivalent Products  
B4024T (2006-08-15), No Substitute Products  
M0019T (2007-05-25), Firm Price and/or Rates

## **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.

## **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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.

## **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 Saskatchewan.

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: Technical Offer (one (1) hard copy)

Section II: Financial Offer (one (1) hard copy), and one (1) soft copy, Excel file, by e-mail to the following address: [WST.CAL-FOOD@pwgsc-tpsgc.gc.ca](mailto:WST.CAL-FOOD@pwgsc-tpsgc.gc.ca)

Section III: Certifications (one (1) hard copy)

Section IV: Additional Information (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;

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(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: Technical Offer**

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

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

#### **Annex B – Basis of Payment (Excel file)**

The Offerors will complete the List of Products using the Excel file and make sure that it has been properly filled out and contains all required information.

##### **3.1.1 Electronic Payment of Invoices – Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

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

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

#### **Section IV: Additional Information – Price List**

Offerors must provide their Current Cost Catalogue or Published Price List when requested to do so

## 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 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

- See Annex A – Requirement
- The Offeror must complete and submit with its offer Annex “B” – Section A – Basis of Payment (Excel File)

### 4.1.2 Financial Evaluation

#### 4.1.2.1 Financial Evaluation Criteria

- The Offeror must complete and submit with its offer Annex “B” – Section A – Basis of Payment (Excel File)
- Firm pricing must be provided for a minimum of 80% of the items listed to be considered compliant
  - There are **224** items listed, The Offeror **must bid on at least 179 of the 224 items** listed
- Bids will be evaluated on like items only
- Failure to provide a minimum of 80% pricing will render the offer non-compliant without further consideration being given
- The Offeror is requested to provide pricing as per the unit of issue requested.
  - It is the responsibility of the Offeror to provide conversion to the unit of issue requested (for example if an item of issue requested is in weight and the offered item is in volume or unit the Offeror must provide conversion to weight. Failure to do so may render the bid non-responsive without any further consideration)
- Fee for deliveries required with less than 24 hours notice given must be provided at Annex B, Section B.
- A percentage discount must be provided for Annex B, Section C – Off-LIST Items, Off List Items will not be used in the financial evaluation.
- The price of the offer will be evaluated in Canadian dollars,
- Applicable taxes are excluded
- FOB Okimaw Ohci Healing Lodge, FOB Nekaneet Reserve, FOB Maple Creek, Saskatchewan (including all ecology fees, deposits, delivery, offloading and fuel charges.
- Canadian Customs and Duties and Excise Taxes included
- Additional Surcharges will not be accepted
- The price used in the evaluation will be the total evaluated price which is calculated as follows:
  - Section A – estimated twelve (12) month usage multiplies by the firm unit price
  - Section B – Fee for deliveries required less than 24 hours given notice (x3);
  - The total evaluated price is the sum of Section A and B.
- If an item cannot be evaluated after bid closing due to size variations it will be deleted from the bid evaluation



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#### **4.1.2.2 Pack or Unit Size**

The Offeror must submit pricing for the pack size outlined in Annex B – Basis of Payment. If a requested size is no longer available, it is up to the Offeror to contact the Contracting 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 less than a 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 by the Standing Offer Authority.**

#### **4.1.2.3 Mandatory Items**

If the Offeror is not able to provide a requested item, it is up to the Offeror to contact the Standing Offer Authority no later than seven (7) calendar days prior to the closing date and inform the Standing Offer Authority of the item(s) that cannot 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 deviations **MUST** be approved by the Standing Offer Authority, in writing, PRIOR to bid closing. If an item cannot be evaluated due to size variations, it will be deleted from the bid evaluation.

#### **4.1.2.4 Evaluation of Price - Offer**

*SACC Manual* Clause M0220T (2016-01-28), Evaluation of Price – Offer

#### **4.2 Basis of Selection**

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

*SACC Manual* Clause M0031T (2007-05-25), Mandatory Technical Criteria Only

## 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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, 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 – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

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

#### 6.2 Security Requirements

There is no security requirement applicable to the 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) (<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 (2016-04-04), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.3.2 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 "D ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

### 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 for one year from the date of issuance (to be inserted at Standing Offer award).

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#### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) one (1) year periods, (dates to be inserted at Standing Offer Award) under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

### **6.5 Authorities**

#### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Denise Gerstmar  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western  
Address: 600 – 2010 12<sup>th</sup> Avenue, Regina SK S4P 0M3  
  
Telephone: 306-241-1018  
Facsimile: 306-975-5397  
E-mail address: denise.gerstmar@pwgsc-tpsgc.gc.ca

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

#### **6.5.2 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.

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### 6.5.3 Offeror's Representative

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

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

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

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

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

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

E-mail address: \_\_\_\_\_

### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Correctional Services Canada – Okimaw Ohci Healing Lodge, Nekaneet Reserve, Maple Creek,  
Saskatchewan

### 6.7 Call-up Procedures

The supplier must acknowledge each order within 24 hours 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.

### 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

### 6.10 Minimal Individual Call-up

Individual call-ups against the Standing Offer must total a minimum of \$1,000.00 (Applicable Taxes included).

### 6.11 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2010A (2016-04-04), Goods (Medium Complexity);
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment and working documents;
- (g) the Offeror's offer dated \_\_\_\_\_ (insert date of offer)

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## **6.12 Certifications and Additional Information**

### **6.12.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

### **6.13 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 Saskatchewan.

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## **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**

2010A (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section sixteen (16) Interest on Overdue Accounts, of 2010A (2016-04-04), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B – Basis of Payment. *Customs duties are included and Applicable Taxes are extra.*

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

#### **6.4.2 Limitation of Price**

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

#### **6.4.3 Single Payment**

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

#### **6.4.4 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

*To be determined*

#### **6.4.5 Price Adjustment – Milk**

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

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

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#### **6.4.6 Price Adjustment – Butter**

The prices detailed in the Contract are subject to upward or downward adjustment to allow for any increase or decrease in the support prices for butter established by the Canadian Dairy Commission. A copy of the Contractor's notification of price increase or decrease from the Canadian Dairy Commission must be provided to the Contracting Authority.

The Contract will be amended to reflect the actual price of the increase or decrease at time of delivery. The Contractor must not invoice at prices other than those specified in the Contract.

#### **6.5 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **6.6 Insurance**

*SACC Manual* clause G1005C (2016-01-28), Insurance

#### **6.7 SACC Manual Clauses**

A9068C	Government Site Regulations	2010-01-11
B2005C	Fish – Quality Stamping	2007-05-25
B7500C	Excess Goods	2006-06-16
D0014C	Delivery of Fresh Chilled or Frozen Products	2007-11-30
D0018C	Delivery and Unloading	2007-11-30
D3007C	Inspection and Stamping	2007-11-30

#### **6.8 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment



## **ANNEX "A" REQUIREMENT**

### **1. SUMMARY:**

This Regional Individual Standing offer (RISO) is for the supply, delivery and off-loading of Miscellaneous Groceries, on an "as and when requested" basis, during the period of the Standing Offer, for Correctional Services Canada - Okimaw Ohci Healing Lodge, Nekaneet Reserve, Maple Creek, Saskatchewan.

This requirement is subject to refresh periods as follows:

- a. Meat, Poultry and Fish, (refresh period of three (3) months);
- b. Fresh Fruit and Vegetables, (refresh every one (1) month);
- c. Dairy, Eggs and Cheese, (refresh period of six (6) months); and
- d. Miscellaneous Groceries and Frozen Foods, (refresh period of six (6) months).

### **2. Item Sizes:**

The Supplier must supply items in the size identified in Annex B. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Supplier must notify the Project Authority and PWGSC to obtain their written acceptance of a replacement size.

### **3. No Substitution:**

Items provided under Annex B, MUST be the brand name indicated if specified.

### **4. Quality Standard and Assurance Requirements:**

#### **4.1 All products must adhere to the following Acts and their regulations:**

- a. Agriculture & Agri-Foods Administrative Monetary Penalty Act
- b. Canada Agriculture Products Act
- c. Canadian Food Agency Inspection Act
- d. Consumer Packaging and Handling Act (as it relates to food)
- e. Food and Drug Act (as it relates to food)

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

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

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

CGSB  
Canadian General Standards Board  
Gatineau, Canada  
K1A 1G6

Telephone: 819-956-0425 or 1-800-665-2472  
Facsimile: 819-956-5740

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

4.3 "Canada No. 1, Canada Grade "A", and/or Choice" is the minimum acceptable grade for products falling under the grading guideline.

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

## **5. Final Inspection & Product Acceptance / Rejection**

5.1 Final inspection and acceptance of the food product will rest solely with the CSC food representative at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, dirt, or damage by rodents or insects. The CSC food representative shall have the right to reject products at the time of delivery and the Offeror will remove unacceptable products immediately off site. Rejected items discovered after delivery must be picked up on the next delivery day and the item will be credited to the sites account immediately.

5.2 Any products not meeting the Quality Standard and Assurance Requirements will be returned (opened or unopened) to the Offeror at the Offeror's expense.

## **6. Preparation for Delivery**

6.1 Each container shall be packed in such a manner that the visible surface of all boxes/cartons must be clearly marked to show grade, size, net weight and/or quantity, storage instructions and/or special instructions of the product contained in the package. All boxes/cartons must be clearly labelled with the Supplier's name and address.

6.2 A bill of lading must be provided to the consignee at the time of each delivery.

## **7. Delivery Address**

<b>DELIVERY CSC - Okimaw Ohci Healing Lodge</b>	
<b>Delivery address</b>	<b>Delivery hours and details</b>
Correctional Services Canada Okimaw Ohci Healing Lodge SE-25-9-25W3rd Nekaneet First Nation Maple Creek, SK	Tuesdays, between 10:00 am and 14:00 pm.

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## 8. Other Requirements

### 8.1 Minimum lead times:

- a. for orders will be 72 hours;
- b. for delivery will be 48 hours; and
- c. for order cancellations and/or minor amendments will be 24 hours.

### 8.2 On occasion, there may be a requirement for deliveries on Saturdays. Arrangements for these deliveries will be mutually agreed upon by the Offeror and the designated Food Services representative.

### 8.3 The Offeror agrees, upon notification of rejects or shortage of food products, to replace any and all shorted items within 24 hours, at the Offeror's expense.

### 8.4 Substitutions will not be accepted without the prior approval of the designated Food Services Representative.

### 8.5 After a two (2) hour wait, the supplier will be paid a fee of \$50.00 per additional hour (on a pro-rated basis). This charge is to be invoiced as a separate line item and will not be considered as part of any bid evaluation

### 8.6 The supplier shall ensure that his staff members carry a proof of identity at all times, or they will be denied access to the site.

### 8.7 The prices detailed in the Regional Individual Standing Offer are subject to adjustment to reflect the actual minimum wholesale prices for Eggs established by the Provincial Milk Marketing Board. A copy of the Contractor's notification of price adjustment from the Provincial Milk Marketing board must be provided to the Contracting Authority.

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

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**ANNEX "B"**  
**BASIS OF PAYMENT**  
Excel Spreadsheet

F.O.B Okimaw Ohci Healing Lodge, Nekaneet Reserve, Maple Creek, Saskatchewan including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax included. Additional surcharges will not be accepted. All delivery cost must be included in the cost of food ordered, unless it is ordered with less than 24 hours notice given.

Pricing must be provided for a minimum of eighty percent (80%) of line items listed on the product list in Annex B - Basis of Payment.

Pricing is to remain valid from date of issuance of Standing Offer for a period of:

- a. Three (3) months for Meat, Poultry and Fish;
- b. One (1) month for Fresh Fruit and Vegetables;
- c. Six (6) months for Dairy, Eggs and Cheese; and
- d. Six (6) months for Miscellaneous Groceries and Frozen Foods.

This period is in addition to the bid validity period identified under Part 2, article 2.1, Standard Instructions, Clauses and Conditions.

The estimated usage provided in Excel Spreadsheet is for evaluation purposes only and does not form part of any resulting Standing Offer.

For the purpose of the financial evaluation, any variance in offered formats between offers will be calculated based on the "price per unit of measure".

Total usage of Miscellaneous Off-List items (not specified in the Product list at Annex B, Section A) must not exceed 15% of the estimated total value of the SOA. Any charges for off-list items are to be invoiced as a separate line item.

**Section A      Product List**

As per Excel spreadsheet.

**Section B      Delivery (less than 24 hours notice)**

The Fee for delivery required with less than 24 hours notice given \$\_\_\_\_\_. (X3 deliveries)  
**(To be completed by Offeror)**

**Section C      Off-List Items**

If the Call-up Authority requests an item, which is not specified in the Product list at Annex B, Section A, the Standing Offer Holder's price is to be in accordance with the Contractor's Standard Commercial Rate, less a discount of \_\_\_\_\_%. **(To be completed by Offeror)**

There will be two additional rebid periods when all interested suppliers can bid on this requirement, at the end of Year One of the RISO and again at the end of Option Year One of the RISO.

**(See Attached Excel Spreadsheet for Basis of Payment)**

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**ANNEX "C"**  
**to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX "D" STANDING OFFER USAGE REPORT

Return to: PWGSC  
Acquisitions Branch  
110 – 101 22<sup>nd</sup> Street East  
Saskatoon SK S7K 0E1  
Fax: (306) 975-5397  
Email: [WST-PA-CAL@pwgsc-tpsgc.gc.ca](mailto:WST-PA-CAL@pwgsc-tpsgc.gc.ca)

### Quarterly Usage Report Schedule:

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

Supplier: \_\_\_\_\_  
Standing Offer No.: \_\_\_\_\_  
Department or Agency: Correctional Services Canada (CSC)  
Reporting Period: \_\_\_\_\_

ITEM NO.	CALL-UP/CONTRACT NO. DESCRIPTION	VALUE OF THE CALL-UP/CONTRACT	GST/HST

(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-up Totals to Date:	
(A+B) Total Accumulated Call-ups:	

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

### PREPARED BY:

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

PHONE: \_\_\_\_\_

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