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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; and
- 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 Annex A the Requirement, Annex B the Basis of Payment and Excel Spreadsheets, and Annex C Standing Offer Usage Report.

### **1.2 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 the Correctional Services of Canada, various institutions in the Prairie Region. The requirement is divided into the following five (5) areas:

#### **Area 1:**

1. Drumheller Institution, Drumheller, AB
2. Bowden Institution, Innisfail, AB
3. Bowden Annex and Bowden Production Center, Innisfail, AB

#### **Area 2:**

1. Edmonton Institution, Edmonton, AB
2. Edmonton Institution for Women, Edmonton, AB
3. Pê Sâkâstêw Centre, Maskwacis, AB

#### **Area 3**

1. Grand Cache Institution, Grand Cache, AB

**Area 4 :**

1. Regional Psychiatric Centre, Saskatoon, SK
2. Saskatchewan Penitentiary, Prince Albert, SK
3. Willow Cree Healing Lodge, Duck Lake, SK

**Area 5:**

1. Stony Mountain Institution, Stony Mountain, MB

**This requirement is subject to refresh periods as follows:**

- a. Miscellaneous Groceries and Frozen Foods, (refresh period of six (6) months).

**Period of Standing Offer:**

From date of issuance for one (1) year, with two rebid periods, one at the end of Year One (1) and one at the end of Year Two (2).

Up to five Standing Offers could be issued under this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one area, only one Standing Offer will be issued to that supplier for those locations. **An Offeror does not have bid on all five areas to be considered responsive but must bid on at least one area to be considered a responsive offer.**

The Standing Offer holder can accept or decline call-up items not listed at Annex "B", Basis of Payment. Non-listed items will be priced in accordance with Annex "B", Basis of Payment.

All items shall conform to the relevant CGSB Standard applicable.

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 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.

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**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: sixty (60) days  
Insert: ninety (90) 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.

Once your offer has been submitted as per the Offer Preparation Instructions under Part 3, a copy of the Basis of Payment (Excel file) must be sent by e-mail, by the date, and time indicated on page 1 of the Request for Standing Offers to the following address:

[WST.CAL-FOOD@pwgsc-tps qc.gc.ca](mailto:WST.CAL-FOOD@pwgsc-tps qc.gc.ca)

### 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.

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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 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 – Published Price List or Current Cost Catalogue (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: 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, if applicable.

#### **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, including any conversions required to the requested formats.

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That list, once printed, **will be submitted** as a hard (paper) copy with the other required documents, by facsimile or mail by the date, time and place indicated on page 1 of the Request for Standing Offers. **In addition**, a soft (electronic) copy must be sent by e-mail to: [WST.CAL-FOOD@pwgsc-tpsgc.gc.ca](mailto:WST.CAL-FOOD@pwgsc-tpsgc.gc.ca) **also by the date and time indicated on Page one of the Request for Standing Offers.**

Offerors must submit firm prices for all items listed in Annex B.

### 3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "D" 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 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.

### 3.2 Attachment 1 to part 3 – Financial Bid Instructions

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 ninety percent (90%)** of line items listed on the product list in Annex B - Basis of Payment. Failure to provide pricing for a minimum of **90%** of the items will render the offer non-compliant without further consideration being given. \* (There are **220** items on the list and Offerors must provide pricing for at least **198** items of the **220** to be declared compliant)

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

- a. Six (6) months for Miscellaneous Groceries;

This period is in addition to the bid validity period identified under Part 5, article 5.4, Standard Instructions, Clauses and Conditions.

There will be two additional rebid periods when all interested suppliers can bid on this requirement, at the end of Year One (1) of the RISO and again at the end of Year Two (2) of the RISO.

Fee for deliveries required with less than 24 hours' notice given (x3) must be provided at Annex B, Section B.

Offeror is requested to provide pricing as per unit of issue requested. **It is the responsibility of the Offeror to provide conversion to the unit of issue requested.**

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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 further consideration.

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

## **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

For Annex B – Basis of Payment, where an item is described as “Accepted Brands”, only that brand name with associated pack and unit size will be acceptable.

#### **4.1.2 Financial Evaluation Each area will be evaluated on their own, there could be up to five (5) SOAs awarded for this requirement, one per area.**

##### **4.1.2.1 Mandatory Financial Criteria**

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 Correctional Services Canada, Prairie Region, including all ecology fees, deposits, delivery, offloading and fuel charges. Canadian customs 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:

- i. Section A - is the Estimated Yearly Usage multiplied by the Firm Unit Price;
- ii. Section B - The Fee for deliveries required with less than 24 hours' notice given (x3);
- iii. The Total Evaluated Price is the sum of Sections A and B.

If an item cannot be evaluated after bid closing due to size variations, it will be deleted from the bid evaluation. This will affect the number of items that are being bid on.

##### **4.1.2.2 Financial Evaluation Criteria**

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

##### **4.1.2.3 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

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- 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.**

#### **4.1.2.4 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.

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

- 4.2.1** A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

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 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**

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

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

## **PART 6 - 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 and the Basis of Payment and Working Documents at Annex B.

#### **6.2 Security Requirements**

**6.2.1** 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 (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 C. 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: **February 1 to April 30;**
- 2nd quarter: **May 1 to July 31;**
- 3rd quarter: **August 1 to October 31;**
- 4th quarter: **November 1 to January 31**

The data must be submitted to the Standing Offer Authority no later than fifteen (15) 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 from February 1, 2017 to January 31, 2018.

There will be two additional rebid periods for this requirement the first to start February 1, 2018 and the second to start February 1, 2019.

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## **6.5. Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Rina Marsland  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch – Western Region  
Government of Canada Building  
101 22<sup>nd</sup> St E, Suite 110  
Saskatoon, SK S7K 0E1

Telephone: 306-241-5742  
Facsimile: 306-975-5397  
E-mail address: rina.marsland@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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### **6.5.3 Offerors Representative** (Offeror to complete)

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

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

Organization: \_\_\_\_\_

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

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

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

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

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## **6.6 Identified Users**

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

**The following Correctional Services Canada Institutions located in the Prairie Region by area.**

### **Area 1:**

1. Drumheller Institution, Drumheller, AB
2. Bowden Institution, Innisfail, AB
3. Bowden Annex and Bowden Production Center, Innisfail, AB

### **Area 2:**

1. Edmonton Institution, Edmonton, AB
2. Edmonton Institution for Women, Edmonton, AB
3. Pê Sâkâstêw, Hobbema, AB

### **Area 3**

1. Grand Cache Institution, Grand Cache, AB

### **Area 4 :**

1. Regional Psychiatric Centre, Saskatoon, SK
2. Saskatchewan Penitentiary, Prince Albert, SK
3. Willow Cree Healing Lodge, Duck Lake, SK

### **Area 5:**

1. Stony Mountain Institution, Stony Mountain, MB

## **6.7 Call-up Procedures**

The Supplier 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 an electronic document.

## **6.9 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed **\$30,000.00** (Applicable Taxes included).

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## **6.10 Minimum Individual Call-up**

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

If a request is submitted for an order below the minimum order value, delivery charges will be negotiated between the offeror and the individual sites call up authority identified in the call up.

## **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; (2016-04-04), General Conditions - Standing Offers - Goods or Services (2016-04-04) General Conditions – Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Basis of Payment and Working Documents; and
- e) the Offerors offer dated \_\_\_\_\_

## **6.12 Certifications**

### **6.12.1 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.

## **6.13 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.

## **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 16 Interest on Overdue Accounts, of 2010A (2014-04-04) 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 Offeror satisfactorily completing all of its obligations under the Call-up, the Offeror will be paid firm unit prices as specified in Annex B, for a cost to be determined at time of call-up. Customs duties are included and Applicable Taxes are extra.

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

#### **6.4.2 Single Payment**

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

#### **6.4.3 Electronic Payment of Invoices - Contract**

- **To be determined**

### **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. Only one (1) copy of the invoice is required and each invoice must contain the following information:
  - a. Attn: Chief of Food Services
  - b. Institution Name
  - c. Standing Offer Number
  - d. Correctional Services Canada Purchase Order number

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3. 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 – No Specific Requirement

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

[A9068C](#) (2011-05-16), Government Site Regulations  
[B7500C](#) (2006-06-16), Excess Goods  
[D0014C](#) (2007-11-30), Delivery of Fresh, Chilled or Frozen Products  
[D0018C](#) (2007-11-30), Delivery and Unloading  
[D3004C](#) (2007-11-30), Type of Transport

#### **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**

#### **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 the Correctional Services of Canada, various institutions in the Prairie Region.

The requirement is divided into the following five (5) areas:

#### **Area 1:**

1. Drumheller Institution, Drumheller, AB
2. Bowden Institution, Innisfail, AB
3. Bowden Annex and Bowden Production Center, Innisfail, AB

#### **Area 2:**

1. Edmonton Institution, Edmonton, AB
2. Edmonton Institution for Women, Edmonton, AB
3. Pê Sâkâstêw Centre, Maskwacis, AB

#### **Area 3**

1. Grand Cache Institution, Grand Cache, AB

#### **Area 4 :**

1. Regional Psychiatric Centre, Saskatoon, SK
2. Saskatchewan Penitentiary, Prince Albert, SK
3. Willow Cree Healing Lodge, Duck Lake, SK

#### **Area 5:**

1. Stony Mountain Institution, Stony Mountain, MB

This requirement is subject to refresh periods as follows:

- b.** Miscellaneous Groceries, (refresh every 6 months);

#### **Period of Standing Offer:**

From February 1, 20017 to January 31, 2018, with two rebid periods, one at the end of Year One and one at the end of Year Two.

Up to five Standing Offers could be issued under this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one area, only one Standing Offer will be issued to that supplier for those locations.

The Standing Offer holder can accept or decline call-up items not listed at Annex "B", Basis of Payment. Non-listed items will be priced in accordance with Annex "B", Basis of Payment.

**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.

**No Substitution** - Items provided under Annex B, MUST be the brand name indicated if specified.

**Quality Standard and Assurance Requirements:**

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)
  
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

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 Offerors area, contact the Canadian General Standards Board Sales Unit.

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

**Final Inspection & Product Acceptance / Rejection**

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

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

#### Preparation for Delivery

7. 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.
8. A bill of lading must be provided to the consignee at the time of each delivery.

#### Delivery Addresses

<b>Delivery Correctional Services Canada, Prairie Region</b>	
<b>Delivery address</b>	<b>Delivery hours and details</b>
<b>To be determined at time of award</b>	<b>To be determined at time of award</b>

#### Other Requirements

9. Minimum lead times:
- for orders will be 72 hours;
  - for delivery will be 48 hours; and
  - for order cancellations and/or minor amendments will be 24 hours.
10. The Offeror agrees, upon notification of rejects or shortage of food products, to replace any and all shorted items within one business day, at the Offerors expense.
11. Substitutions will not be accepted without the prior approval of the designated Food Services Representative.
12. All deliveries must be individually palletized for the destination site and ready for immediate drop off. Sorting of mixed pallets at the destination is prohibited. Products not properly separated and/or palletized will be rejected. Correctional Service of Canada equipment must not be utilized to make deliveries, all equipment, including pallet jacks etc., required to make deliveries must be provided by the supplier.
13. The price of the offer must be FOB destination and include all ecology fees, deposits, delivery charges, off-loading and fuel charges. Additional surcharges will not be accepted.
14. The five (5) Gallon water jugs must be picked up by the offeror upon request of the individual sites when they are emptied, unless they are one time use only jugs. The sites do not have the capacity to store these jugs.
15. 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.

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16. 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.

17. Invoices must contain the following information:

Attn: Chief of Food Services  
Institution Name  
Standing Offer Number  
Correctional Services Canada Purchase Order number

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## ANNEX B

### BASIS OF PAYMENT

Excel Spreadsheet

F.O.B. Correctional Services Canada, various locations, (as indicated in Annex A) Prairie Region, including all ecology fees, deposits, delivery charges, 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.

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)

(See Attached Excel Spreadsheet for Basis of Payment)

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**ANNEX C**

**STANDING OFFER USAGE REPORT**

**Return to:**

Facsimile: (306) 975-5397  
Email: WST.PA-CAL@pwgsc-tpsgc.gc.ca

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

**SUPPLIER:** \_\_\_\_\_ (TBD)  
**STANDING OFFER NO:**  
**DEPARTMENT OR AGENCY:**

**REPORTING PERIOD:**  February 1 to April 30       May 1 to July 31  
 August 1 to October 31       November 1 to January 31

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

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

**PREPARED BY:**

NAME: \_\_\_\_\_ TELEPHONE No.: \_\_\_\_\_

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

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**ANNEX "D" 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)