

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

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
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Food - Miscellaneous Groceries, EIF	
Solicitation No. - N° de l'invitation 21538-180999/A	Date 2017-11-02
Client Reference No. - N° de référence du client 21538-180999	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-100-11228
File No. - N° de dossier EDM-7-40069 (100)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-12-13	
Time Zone Fuseau horaire Mountain Standard Time MST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Fisher, Drew	Buyer Id - Id de l'acheteur edm100
Telephone No. - N° de téléphone (780)901-4270 ()	FAX No. - N° de FAX (780)497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA 11151 - 178 STREET EDMONTON Alberta T5S2H9 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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	3
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS	4
2.4 APPLICABLE LAWS.....	5
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	5
3.1 OFFER PREPARATION INSTRUCTIONS.....	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	8
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	8
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	9
A. STANDING OFFER	9
6.1 OFFER.....	9
6.2 SECURITY REQUIREMENTS	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF STANDING OFFER	10
6.5 AUTHORITIES	10
6.6 IDENTIFIED USERS.....	11
6.7 CALL-UP PROCEDURES	11
6.8 CALL-UP INSTRUMENT.....	11
6.9 LIMITATION OF CALL-UPS	12
6.10 PRIORITY OF DOCUMENTS	12
6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
6.12 APPLICABLE LAWS.....	12
B. RESULTING CONTRACT CLAUSES	12
7.1 REQUIREMENT.....	12
7.2 STANDARD CLAUSES AND CONDITIONS.....	13
7.3 TERM OF CONTRACT	13
7.4 PAYMENT	13
7.5 INVOICING INSTRUCTIONS	13
7.6 INSURANCE	14
7.7 SACC MANUAL CLAUSES	14
ANNEX “A”	15

Solicitation No. - N° de l'invitation
21538-180999/A
Client Ref. No. - N° de réf. du client
21538-180999

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-7-40069

Buyer ID - Id de l'acheteur
EDM100
CCC No./N° CCC - FMS No./N° VME

REQUIREMENT	15
ANNEX "B"	18
BASIS OF PAYMENT	18
ANNEX "C"	19
STANDING OFFER USAGE REPORT	19
ANNEX "D" TO PART 3 OF THE REQUEST FOR STANDING OFFERS	20
ELECTRONIC PAYMENT INSTRUMENTS	20

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 7B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

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

1.2 Summary

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A". The period for making call-ups against the Standing Offer is estimated from January 1, 2018 to December 31, 2018. Delivery of the requirement will be made to delivery point specified at Annex "A" of the Standing Offer.

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

The requirement is subject to a preference for Canadian goods and/or services.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products

C0008T (2007-05-25) Price Support – Non-Competitive Bid (for refresh only)

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. Bids may be submitted by mail, courier or fax (780-497-3510).

Once your offer has been submitted as per the Offer Preparation Instructions under Part 3, a copy of the Basis of Payment (electronic file) should be sent, by e-mail, to the following address:

PWGSC.edmontonfood-edmontonalimentation.TPSGC@pwgsc-tpsgc.gc.ca

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 Alberta.

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 hard copy OR one fax copy)

Section II: Financial Offer (one hard copy/fax copy and one soft copy in an MS Excel compatible file format, file can be sent by e-mail to the following address:
PWGSC.edmontonfood-edmontonalimentation.TPSGC@pwgsc-tpsgc.gc.ca)

Section III: Certifications (one hard copy or fax 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 the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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 and additional information 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.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

4.1.1.1 Offerors must have the ability to perform the full scope of work as described in Annex "A", Requirement;

4.1.1.2 Each category will be evaluated separately per period.

4.1.1.3 For applicable categories in Annex B - Working Documents - Basis of Payment, offerors must:

4.1.1.3.1 Provide prices for eighty percent (80%) of line items listed on the product list; and

4.1.1.3.2 Include details in the Offered Format column for the items being offered.
If the column is left blank, the requested format will be used

4.1.2 Financial Evaluation

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

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise taxes included. Additional surcharges will not be acceptable. The estimated values identified under Annex B are for evaluation purposes only.

The total overall Offer price per category will be calculated as follows:

- (a) Each unit price will be multiplied by the applicable quantity to obtain an extended total line item price;
- (b) In the event that an Offeror does not provide a price for all line items, or provides a price for a substituted line item not duly incorporated in an amendment, or should a change made to a line item render the evaluation of like items impossible, PWGSC will, for assessment purposes only, eliminate impacted line items from the evaluation process. Impacted line items must not exceed the percentage of allowable omissions as per 4.1.1.3 above. Should the number of impacted line items exceed the allowable omissions, the offer will be considered non-compliant and no further consideration will be given;
- (c) If applicable and within the allowable number of omissions as per Technical Evaluation, 4.1.1.3 above, impacted line items as described in Financial Evaluation 4.1.2 (b) above, will be clarified and rectified as follows:

Line items containing unit price errors will not form part of the Standing Offer unless honoured by the Offeror; and
- (d) The extended total line item prices will be added together to reach an evaluated total offer price for that category.

4.2 Basis of Selection

SACC Manual Clause M0069T (2007-05-25), Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

One (1) Standing Offer is to be issued per category as a result of this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category, only one Standing Offer will be issued to this supplier for those categories if the periods are the same.

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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2.1 Canadian Content Certification

5.1.2.1.1 SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

This procurement is conditional limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the goods(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, consult Annex 3.6(9), Example 2, of the Supply Manual.

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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<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](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 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](#) (2017-06-21) 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: April 1 to June 30;

Solicitation No. - N° de l'invitation
21538-180999/A
Client Ref. No. - N° de réf. du client
21538-180999

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-7-40069

Buyer ID - Id de l'acheteur
EDM100
CCC No./N° CCC - FMS No./N° VME

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 ten (10) 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 _____ to _____ (for a one year period TBD at Standing Offer issuance).

6.4.2 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: Drew Fisher
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address:

ATB Place, North Tower
5th Floor – 10025 Jasper Avenue
Edmonton, AB T5J 1S6

Telephone: 780-901-4270
Facsimile: 780-497-3510
E-mail address: drew.fisher@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 (will be inserted at contract award)

The Project Authority for the Standing Offer is:

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

Telephone: ____ - ____ - _____

Solicitation No. - N° de l'invitation
21538-180999/A
Client Ref. No. - N° de réf. du client
21538-180999

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-7-40069

Buyer ID - Id de l'acheteur
EDM100
CCC No./N° CCC - FMS No./N° VME

Facsimile: _____ - _____ - _____
E-mail address: _____

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

6.5.3 Offeror's Representative (To be completed by Offeror)

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

Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Edmonton Institute for Women, Corrections Services Canada.

6.7 Call-up Procedures

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 version.

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPSGC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;

- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.9 Limitation of Call-ups

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

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016-04-04), General Conditions – Goods (Medium Complexity)
- e) Annex "A", Statement of Requirement;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Standing Offer Usage Report;
- h) the Offeror's offer dated _____ (*insert date of offer*)

6.11 Certifications and Additional Information

6.11.1 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.

6.11.2 SACC Manual Clauses

M3060C (2008-05-12) Canadian Content Certification

6.12 Applicable Laws

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

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 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, 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.

6.4.1 Single Payment

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

6.4.2 SACC Manual Clauses

C5201C (2008-05-12) Prepaid transportation Costs (if applicable)
M3000C (2006-08-15) Price Lists

6.4.3 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;

Solicitation No. - N° de l'invitation
21538-180999/A
Client Ref. No. - N° de réf. du client
21538-180999

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-7-40069

Buyer ID - Id de l'acheteur
EDM100
CCC No./N° CCC - FMS No./N° VME

Invoices must be distributed as follows:

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 (2010-01-11) Government Site Regulations
B2005C (2007-05-25) Fish – Quality Stamping
B3003C (2007-05-25) Grades of Meat
B7500C (2006-06-16) Excess Goods
C3601C (2010-01-11) Price Adjustment – Milk
C3602C (2008-05-12) Price Adjustment – Butter
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
D3007C (2007-11-30) Inspection and Stamping
D5311C (2007-11-30) Right of Access and Inspection of Meat
D5328C (2014-06-26) Inspection and Acceptance

ANNEX "A"

REQUIREMENT

Regional Individual Standing Offer for the supply, delivery and off-loading of grocery items such as eggs, cheese, milk, dry groceries, bakery, canned food, fresh and frozen meat, fish and poultry, fresh produce, frozen products **and food service related paper products** for use by Correctional Services of Canada, Edmonton Institution for Women, Edmonton, Alberta, on an "as requested" basis to be provided in accordance with the terms and conditions set out herein.

The Offeror must supply retail sizes and small or individual pack sizes. "Generic", "No Name" or "House Brand" products are preferred. The Offeror must carry a supply of basic dietary products. No items are to contain alcohol. Any items supplied in glass containers are to be disclosed to the consignee at time of order.

The one year period is estimated from January 1, 2018 to December 31, 2018, inclusive. Each category will be divided into different refresh periods in accordance with the terms and conditions set out herein.

The requirement is divided into the following four (4) categories and their refresh periods are:

- 1) Miscellaneous Grocery – refresh period of 6 months;
- 2) Dairy Products – refresh period of 6 months;
- 3) Meats – refresh period of 3 months;
- 4) Fresh Produce – refresh every 1 month.

Refresh Period – The Standing Offer holder is able to update the prices of the items listed in their standing offer.

- 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.

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.

Quality Standard Requirements:

(a) All products must adhere to the following Acts and their regulations:

- Agriculture & Agri-Foods Administrative Monetary Penalty Act
- Canada Agriculture Products Act
- Canadian Food Agency Inspection Act
- Consumer Packaging and Handling Act (as it relates to food)
- Food and Drug Act (as it relates to food)
- Fish Inspection Act
- Meat Inspection Act

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

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 Offeror's area, contact the Canadian General Standards Board Sales Unit.

- (c) "Canada Choice" is the minimum acceptable grade for those products falling under the grading guideline.
- (d) Only Federally inspected meat will be accepted. No second handling of meat will be allowed. Handling, packaging and labelling of meat, poultry, and fish must be in accordance with CGSB Specification 32.72M, current edition. Grade "A" is the minimum acceptable grade for meat products. Utility grade will be an acceptable grade for poultry products unless a higher grade has been requested. Meat will be supplied fresh and not frozen unless otherwise specified.
- (e) No substitute on the packaging, containers or sizes including case quantities will be accepted unless approved prior to shipping. The supplier must provide full cases where specified. No repacks, opened or split cases or mixed brand names for individual items ordered will be accepted.
- (f) All packaging must include a "date of pack" or "best before date" clearly visible on each outer box or individual item.

Food Deliveries (Edmonton Institution for Women):

The Offeror must provide delivery on Monday between 08:00 hours and 10:30 hours and have the ability to provide deliveries on Wednesdays and Fridays (excluding statutory holidays) between 08:00 and 10:30 hours and 13:00 hours and 15:30 hours as required. Delivery vehicles must be no longer than 24' to facilitate off-loading at the loading dock. All orders placed with the Offeror must be delivered within two working days of an order being placed with the Supplier. Orders will be placed by telephone, facsimile, in person, e-mail or any other electronic means.

Delivery to Edmonton Institution for Women is to a secure site where there is a need to keep delivery vehicles to a minimum. Delivery vehicles must be turned off when unloading. The Offerors personnel must leave their driver's license at the front desk and lock up all keys, cigarettes, lighters, matches, portable radios, cell phones, USB sticks, sharps, knives, box cutters, cameras, wallets and any other electronic devices, etc. in a locker upon entry prior to proceeding to the loading area of the main complex.

Unless otherwise specified at time of call-up, deliveries are to be made to the following location: Edmonton

Institution for Women
11151 178 Street
Edmonton, Alberta
T5S 2H9

Order Confirmation of Availability:

No substitute on products or grades ordered will be accepted unless authorized by the designated Food Services Representative.

The availability of all items and confirmed receipt of the order must be made by 14:00 hrs. (2:00 p.m.) of the following day of the order being placed with the Offeror.

Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative who is the only authority that can approve any

Solicitation No. - N° de l'invitation

21538-180999/A

Client Ref. No. - N° de réf. du client

21538-180999

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-7-40069

Buyer ID - Id de l'acheteur

EDM100

N° CCC / CCC No./ N° VME - FMS

substitutions.

Discrepancies and Substitutions:

Food item substitutions must have the verbal or written approval of the designated Food Services Representative. All discrepancies in the delivery of products that are different from those ordered shall be clearly recorded on the bill of lading and invoice. All food item substitutions shall be clearly identified on the invoice. Items that are not readily available for delivery from the Offeror at the time of original delivery will not be back ordered by the Offeror unless prior verbal or written approval from the designated Food Services representative has been received.

Rejects and Shortfalls:

Any products not meeting quality standards will be returned (opened or unopened). The designated Food Services Representative will advise the Offeror within one working day when damaged and shorted items are discovered and will provide the necessary documentation to the Offeror to support the claim.

The Offeror agrees, upon notification of rejects and shortages of food products, to replace all shorted or rejected items within one working day of being notified. Delivery costs to replace all rejected and shorted items will be at the Offeror's expense. Replacement items shall be in the same quantity or greater and priced the same as the original order. Discounting for substandard goods will not be accepted.

If the rejected or shorted items are not replaced, the Offeror will provide a credit note for these items. The Offeror will provide the designated Food Services Representative with the credit note within five (5) working days from the date of the original order and accompanying invoice so that the credit note can be matched with the order in question and the original invoice prior to it being sent for payment.

Delivery of Products Not Meeting Quality Standards:

Three or more shipments of products that fail to meet quality standards may result in no further orders being placed and the Standing Offer may be set aside.

Quality Assurance:

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

Final inspection and acceptance of delivery will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, dirt, or damage by rodents or insects. The Consignee shall have the right to reject products at the time of delivery and the Offeror will remove unacceptable products immediately.

ANNEX "B"

BASIS OF PAYMENT

Please see attached Excel file - entitled - **Annex B, Working Documents - Basis of Payment**, which includes the following:

- Working Document Information
- Schedule of Closing Dates
- Product Lists for each category:
 - Miscellaneous Groceries
 - Dairy Products
 - Meats
 - Fresh Produce

Entire Period of Standing Offer: From January 1, 2018 to December 31, 2018, (estimated for a one year period)

Firm prices will be in Canadian dollars, Applicable Taxes excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise taxes included. Additional surcharges will not be acceptable.

G.S.T. / H.S.T and ecology / deposits will be shown as a separate line item on any resulting invoices.

Offeror's may submit an offer on the product list(s) included in Annex B - Working Documents - Basis of Payment, however Offerors must provide prices for eighty percent (80%) of line items listed on the product list.

The estimated usage provided in the Excel File, entitled Annex B - Working Documents - Basis of Payment, is for the sole purpose of establishing an evaluation tool, based only on a best estimate, and in no way reflects the actual usage expected or any commitment on the part of Canada.

Pricing is to remain valid for the period of Standing Offer. This period is in addition to the bid validity period identified under Part 2, Article 1, Standard Instructions, Clauses and Conditions.

Refreshing of pricing will then be permitted to the Standing Offer Holder(s) as per the schedule outlined under the **Schedule of Closing Dates** listed in the attached Excel file, **Annex B - Basis of Payment (E)**.

Each Period has the same product list and estimated quantities. Offeror's are to submit their offers and refresh offers using the respective category worksheet in the Excel file and input the correct Period Number for which they are offering.

For the purpose of the financial evaluation, any variance in offered formats between offers will be calculated based on the "price per unit of measurement". (See Attached Excel Spreadsheet for Basis of Payment)

Solicitation No. - N° de l'invitation
21538-180999/A
Client Ref. No. - N° de réf. du client
21538-180999

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-7-40069

Buyer ID - Id de l'acheteur
EDM100
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"
STANDING OFFER USAGE REPORT

Quarterly Usage Report Schedule:

Period:	Report Due:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

Supplier Name		Standing Offer Name	
Standing Offer Number		Reporting Period	
Standing Offer Authority	Drew Fisher		

Call-up Number	Dollar Value (Taxes included)
(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: During the above reporting period there have been no call-ups issued against this Standing Offer ().

PREPARED BY:	
NAME	
TELEPHONE NUMBER	
SIGNATURE	
DATE	

Send Report to: PWGSC.WRPAEDM-ROAAEDM.TPSGC@pwgsc-tpsgc.gc.ca or fax to: (780) 497-3510.

Solicitation No. - N° de l'invitation
21538-180999/A
Client Ref. No. - N° de réf. du client
21538-180999

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-7-40069

Buyer ID - Id de l'acheteur
EDM100
CCC No./N° CCC - FMS No./N° VME

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)