

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS A:**

Bid Receiving/Réception des sousmissions  
80 Garland Avenue, Mailstop H066  
80, avenue Garland, Casier postal H066  
Dartmouth, Nova Scotia – Nouvelle-Écosse  
B3B 0J8

**REQUEST FOR  
STANDING OFFER**

Regional Individual Standing Offer

**DEMANDE D'OFFRES  
À COMMANDES**

Offre à commandes individuelle et  
régionale (OCIR)

Proposal to: Royal Canadian Mounted  
Police

Canada, as represented by the Royal  
Canadian Mounted Police, hereby requests  
a Standing Offer on behalf of the Identified  
Users herein.

Proposition aux : Gendarmerie royale du  
Canada

Le Canada, représenté par la  
Gendarmerie royale du Canada,  
autorise par la présente, une offre a  
commandes au nom des utilisateurs  
identifiés énumérés ci-après.

Comments: - Commentaries:

This document does not contain a security  
requirement

Ce document ne contient pas d'exigence  
de sécurité

<b>Title - Sujet</b> Goose Bay, Newfoundland and Labrador Prisoner Meals – <b>Amendment #1</b>		<b>Date</b> March 28, 2018
<b>Solicitation No. – N° de l'invitation</b> M4000-8-4389		
<b>Client Reference No. - No. De Référence du Client</b>		
<b>Solicitation Closes – L'invitation prend fin</b>		
<b>At / à :</b>	14 :00 hours	ADT (Atlantic Daylight Time) HAE (heure avancée de l'Atlantique)
<b>On / le :</b>	May 7, 2018 – le 7 mai 2018	
<b>Delivery - Livraison</b> See herein — Voir aux présentes	<b>Taxes - Taxes</b> See herein — Voir aux présentes	<b>Duty – Droits</b> See herein — Voir aux présentes
<b>Destination of Goods and Services – Destinations des biens et services</b> See herein — Voir aux présentes		
<b>Instructions</b> See herein — Voir aux présentes		
<b>Address Inquiries to – Adresser toute demande de renseignements à</b> Karyn Hammond – Procurement Officer		
<b>Telephone No. – No. de téléphone</b> 902-720-5110	<b>Facsimile No. – No. de télécopieur</b> 902-426-7136	
<b>Delivery Required – Livraison exigée</b> See herein — Voir aux présentes	<b>Delivery Offered – Livraison proposée</b>	
<b>Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:</b>		
<b>Telephone No. – No. de téléphone</b>	<b>Facsimile No. – No. de télécopieur</b>	
<b>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)</b>		
<b>Signature</b>	<b>Date</b>	



**Amendment #001 to the request for standing offer was made for the following reasons:  
Add request for standing offer in English.**

**Delete the following: Closing date May 2, 2018 insert the following text: Closing date May 7, 2018.**

**\* All other modalities remain unchanged.**

**La modification #001 à la demande d'offre à commandes a été faite pour les raisons suivantes:  
ajouter une demande d'offre à commandes en anglais.**

**Supprimer ce qui suit: date de clôture le 2 mai 2018 insérer le texte suivant: date de clôture le 7  
mai 2018.**

**\* Toutes les autres modalités restent inchangées.**



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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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work and the Basis of Payment.

### **1.2 Summary**

**1.2.1** Work under this Standing Offer Agreement will involve the following: the Royal Canadian Mounted Police requires the services of a contractor to deliver meals for the prisoners at the Goose Bay Detachment in Newfoundland, on an as and when requested basis. Breakfast, lunch and supper are to include a beverage, main meal, any condiments (sugar, milk/creamers, butter, salt/pepper, ketchup, mustard, relish, salad dressing, napkins, etc). The contractor is to supply menu listing the food items that will be provided, for review prior to award of Standing Offer. Any substitutions to the menu should be approved by the Detachment Representative.

**1.2.2** Period of the Standing Offer June 1, 2018 to May 31, 2019.

**1.2.3** "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), Canadian Free Trade Agreement (CFTA) and (CETA) the Canadian European Free Trade Agreement".



### 1.3 Debriefings

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

### 1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of standing offers under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca).

## 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.

Revision to Departmental Name: As this solicitation is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

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.

### 2.2 Submission of Offers

Offers must be submitted only to RCMP Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

Tenders MUST be submitted in a SEALED Envelope, clearly marked "TENDER for Prisoner Meals, Goose Bay Detachment. Solicitation Number M4000-8-4389, Attention: Karyn Hammond – Procurement Officer.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or email to RCMP will not be accepted.



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

All enquiries must be submitted in writing to the Standing Offer Authority no later than three (3) 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 Newfoundland and Labrador.

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

### **2.5 Promotion of Direct Deposit Initiative**

The following information is not related to the solicitation process:

An initiative within the Government of Canada called the Cheque Standardization Project has been established whereby eventually for all payments, cheque stubs will no longer be printed and, with few exceptions, will be processed via direct deposit. This option is only available when payment is made in Canadian dollars for deposit into a Canadian bank account. In an attempt to be proactive, RCMP Corporate Accounting is promoting the registration of RCMP suppliers for the upcoming change in the payment process.

If you are the successful bidder on this or any other RCMP requirement, you are encouraged to register with the RCMP for direct deposit. Please contact RCMP Corporate Accounting by email to receive a form entitled *Recipient Electronic Payment Registration Request* along with instructions for completion of the form.

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: [corporate\\_accounting@rcmp-grc.gc.ca](mailto:corporate_accounting@rcmp-grc.gc.ca)



## **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 (2 hard copies).

Section II: Financial Offer (1 hard copy).

Section III: Certifications (1 hard 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. The technical offer must include a copy of the proposed menu.

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

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

##### **3.1.1 Exchange Rate Fluctuation**

C3011T [2013-11-06](#), Exchange 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.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

The mandatory technical criteria can be found in Annex "A" Statement of Work.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1**

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, DDP destination, Canadian customs duties and excise taxes included.

### **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.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and associated 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 Precedent to 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.

### 5.1.1 Integrity Provisions

In accordance with the *Ineligibility and Suspension Policy* (<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:

- Declaration of Convicted Offences (as applicable)
- Required Documentation

### 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) 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.

### 5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.1.3.1 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.



"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.



For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **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 Statement of Work at Annex "A".

#### **6.2 Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this contract is issued by Royal Canadian Mounted Police (RCMP), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to RCMP or its Minister.

##### **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.

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from June 1, 2018 to May, 31, 2019.

##### **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 two additional twelve (12) month periods, from June 1, 2019 to May 31 2020 and from June 1, 2020 to May 31, 2021 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 14 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **6.5 Authorities**

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



The Standing Offer Authority is:

Name: Karyn Hammond  
Title: Procurement Officer  
Royal Canadian Mounted Police  
Directorate: Corporate Management Branch  
Address: 80 Garland Avenue, Dartmouth, N.S., Mailstop H066 B3B 0J8

Telephone: 902-720-5110  
Facsimile: 902-426-7136  
E-mail address: Karyn.hammond@rcmp-grc.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:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**6.5.3 Offeror's Representative**

Name of Authorized Representative: \_\_\_\_\_  
Legal Company Name: \_\_\_\_\_  
Operating Name (if different than the above-stated name): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.



## 6.7 Identified Users

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

The RCMP Standing Offer Authority listed herein.

## 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 \$35,000.00 (Applicable Taxes included).

## 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (to be awarded), (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.11 Priority of Documents

If there is a discrepancy between the wordings 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) Annex A, Statement of Work
- e) Annex B, Basis of Payment
- f) the Offeror's offer dated \_\_\_\_\_, "as clarified on" \_\_\_\_\_.

## 6.12. Procurement Ombudsman

### 6.12.1 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties, to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term or condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute.



The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

### **6.12.2 Contract Administration**

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by [*the supplier or the contractor or the name of the entity awarded this contract*] respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa-opo@boa-opo.gc.ca](mailto:boa-opo@boa-opo.gc.ca).

### **6.13 Certifications and Additional Information**

#### **6.13.1 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.

#### **6.13.2 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 Newfoundland and Labrador.

## **PART 7. RESULTING CONTRACT CLAUSES**

### **B.**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

#### **7.1 Statement of Work**

The Contractor must perform the Work described in the call-up against the Standing Offer.

#### **7.2 Standard Clauses and Conditions**

##### **7.2.1 General Conditions**

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

##### **7.2.2 Supplemental General Conditions**

4011 (2012-07-16) Goods Medium Complexity apply to and form part of the Contract.



### **7.3 Term of Contract**

The term of the contract is from June 1, 2018 to May 31, 2019. There are two additional option years.

#### **7.3.1 Delivery Date**

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

### **7.4 Proactive Disclosure of Contracts with Former Public Servants**

**By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act \(PSSA\)](#) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.**

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B.

#### **7.5.2 SACC Manual Clauses**

A9117C – Direct Request by Customer Department

### **7.6 Invoicing Instructions**

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

### **7.7 Insurance**

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





## ANNEX "A"

### STATEMENT OF WORK

**TITLE: PRISONER MEALS**  
**LOCATION: RCMP GOOSE BAY, LABRADOR DETACHMENT**

#### REQUIREMENT:

**Supply all labor, material, equipment, supervision and delivery of Prisoner Meals for R.C.M. Police located at Goose Bay, Labrador on an as and when required basis.**

Beverage quoted in the meals must include choice of milk, juices, soft drinks, bottled water, tea or coffee.

Breakfast to include the beverages, main meal and any addition that is offered in your quoted price.

Lunch and Supper to include the beverage, main meal, Dessert and any addition that is offered in your quoted price. Hot dogs/cold cut meats are not be served for supper.

Condiments such as sugar, milk/creamers, coffee whitener, butter, salt and pepper, ketchup, mustard, relish, salad dressing, napkins and utensils must be quoted in the price.

**The Contractor must provide a menu listing the food items which will be provided for Breakfast, Lunch and Supper with their tender form. Contractor is to inform the Detachment Representative if there will any changes to the menu plan.**

The Contractor shall be notified up to three (3) times daily, one (1) hour prior to meal times and advised of number of meals which are required prior to delivery. In the case of any changes, the Contractor shall be notified up to thirty (30) minutes before mealtime of changes to number of meals required.

Breakfast shall be delivered no later than 07:45A.M.

Lunch shall be delivered no later than 12:15P.M.

Supper shall be delivered no later than 17:30P.M.

If the contractor is to return outside of normal delivery times, the normal quoted rate for the meal will apply, but a standard delivery charge will be paid.

Delivery within normal meal times is to be included in the unit price per meal.



## ANNEX "A"

### STATEMENT OF WORK (CONTINUED)

#### MEAL COMPOSITION:

This Regional Individual Standing Offer (RISO) request involves the provision, on an as and when ordered basis, of ready-to-serve meals.

Each meal must contain at least:

- 75 gr of cooked protein (meat, poultry, fish or 175 ml of cooked legumes)
- 1/2 cup of grain product (rice, noodles, pasta, couscous, etc.)
- 1/2 cup of cooked vegetables (two kinds of vegetables minimum, NO BEETS)

Note: Potatoes count as a vegetable.

- Daily recommended portion of dairy product or substitute (based on Canada's Food Guide or individual needs)

Each meal will also contain less than 700 mg of sodium.

#### SHIPPING REQUIREMENTS:

Where applicable, suppliers are encouraged to:

- Minimize packaging
- Include recycled content in packaging;
- Re-use packaging;
- Include a provision for a take-back program for packaging;
- Reduce/eliminate toxics in packaging.

#### SPECIAL INSTRUCTION:

The menu proposal for the Happy Valley-Goose Bay RCMP Detachment cellblock prisoner meals standing offer shall consist of a rotating weekly/seven (7) day meal plan, Monday to Sunday with at least three (3) different offerings/choices for Breakfast, Lunch and Supper, identifying serving/portion sizes, including diabetic, vegetarian, gluten free or any other specialty meal options as required.



**ANNEX "B"**

**BASIS OF PAYMENT**

Firm inclusive rates, including overhead, profit, delivery and all related cost for the services as described in the attached Statement of Work – Annex "A".

**PRICING TABLE**

<b>MEALS INCLUDING DELIVERY</b>	<b>Unit of Measure</b>	<b>Unit Price (a)</b>	<b>Estimated Quantity (b)</b>	<b>Extended Price (a) X (b)</b>
<b>June 1, 2018 – May 31, 2019</b>				
Breakfast	Per meal	\$	2,500	\$
Lunch	Per Meal	\$	1,000	\$
Supper	Per Meal	\$	2,500	\$
Delivery charge outside of normal meal times	Per Delivery	\$	200	\$
<b>Option Year One: June 1, 2019 – May 31, 2020</b>				
Breakfast	Per Meal	\$	2,500	\$
Lunch	Per Meal	\$	1,000	\$
Supper	Per Meal	\$	2,500	\$
Delivery charge outside of normal meal times	Per Delivery	\$	200	\$
<b>Option Year Two: June 1, 2020 – May 31, 2021</b>				
Breakfast	Per Meal	\$	2,500	\$
Lunch	Per Meal	\$	1,000	\$
Supper	Per Meal	\$	2,500	\$
Delivery charge outside of normal meal times	Per Delivery	\$	200	\$
			<b>Total</b>	\$
			<b>HST</b>	\$
<b>Total including HST</b>				\$

**A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive (mandatory certifications – Part 5). The responsive tender with the lowest price will be recommended for award of a Standing Offer.**