



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300

Montréal
Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

**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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest
7e étage, suite 7300

Montréal
Québec

H5A 1L6

Title - Sujet RISO: Misc Grocery Products	
Solicitation No. - N° de l'invitation 21301-183233/B	Date 2018-07-20
Client Reference No. - N° de référence du client 21301-183233	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-030-14960
File No. - N° de dossier MTA-7-40348 (030)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-06	
Time Zone Fuseau horaire Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Pomet, Bruno André	Buyer Id - Id de l'acheteur mta030
Telephone No. - N° de téléphone (514)702-9582 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SERVICE CORRECTIONNEL DU CANADA Adresses variées 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

This request for standing offers (RFSO) cancels and supersedes previous RFSO number 21301-183233/A dated May 14, 2018 with a closing of June 27, 2018 at 02:00pm EDT.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 SECURITY REQUIREMENTS	4
1.4 DEBRIEFINGS	4
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 – MULTIPLE ITEMS.....	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	8
A. STANDING OFFER	8
6.1 OFFER.....	8
6.2 SECURITY REQUIREMENTS (SEE ANNEX D)	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF STANDING OFFER	9
6.5 AUTHORITIES	9
6.6 IDENTIFIED USERS.....	10
6.7 CALL-UP INSTRUMENT	10
6.8 LIMITATION OF CALL-UPS (TO BE COMPLETED AT RISO AWARD).....	11
6.9 PRIORITY OF DOCUMENTS	11
6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	11
6.11 APPLICABLE LAWS (TO BE COMPLETED BY THE BIDDER)	12
B. RESULTING CONTRACT CLAUSES	12
6.1 REQUIREMENT	12
6.2 STANDARD CLAUSES AND CONDITIONS.....	12
6.3 TERM OF CONTRACT	12
6.4 PAYMENT	12
6.5 INVOICING INSTRUCTIONS	13
6.6 INSURANCE	13
6.7 SACC MANUAL CLAUSES.....	13
ANNEX "A"	14

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

REQUIREMENT	14
ANNEXES "B"	20
BASIS OF PAYMENT – LISTS OF PRODUCTS	20
ANNEX "C"	21
ELECTRONIC PAYMENT INSTRUMENTS.....	21
ANNEX « D »	22
SECURITY REQUIREMENT FORM	22
ANNEX « E »	23
COMPLETE LIST OF COMPANY BOARD OF DIRECTORS	23

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 and Additional Information: includes the certifications and additional information to be provided;
- 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 the Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes.

1.2 Summary

1.2.1 Requirement

Public Works and Government Services Canada (PWGSC) wishes to issue up to 3 Regional Individual Standing Offers (RISO) for the provision and delivery of miscellaneous grocery products, as and when needed, to the housing units of Correctional Service Canada in 3 regions: Laval (2 separate institutions), Ste-Anne-des-Plaines and Cowansville.

The proposed term of the RISO is 2 years from the date of issue divided into 4 periods of 6 months each. An offer must be submitted for each 6 month period.

A supplier may be granted more than one region.

1.2.2 Applicable Trade Agreements

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).

1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer. However, please see Part 7 - Standing Offer and Resulting Contract Clauses.

1.4 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2018-05-22) 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 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.

Due to the nature of the RFSO, **offers transmitted by facsimile will not be accepted.**

By courier or in person:

PWGSC Bid Receiving Unit:

PWGSC Bid Receiving Unit
Bonaventure Place, South-West portal
800 de la Gauchetière West, Suite 7300
Montreal, QC H5A 1L6

2.3 Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

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

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

Due to the nature of the RFSO, offers transmitted by epost Connect service will not be accepted.

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer - 1 hard copy

Section II: Financial Offer – Annex B: 1 hard copy **AND** 1 copy Excel sent by email at:

QueAlimentationSoumissionsMtl.QueFoodSupplyTendersMtl@tpsgc-pwgsc.gc.ca

Note: If there is a discrepancy between the hard copy and the soft copy (Excel folder), Hard copy has priority over the soft 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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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 Annexes B – Basis of Payment.

IMPORTANT:

An offer must be submitted for the each 6 month period (4 total).

An offer may be submitted for 1, 2 or all 3 regions provided the Offeror is able to meet the requirements set out in Annexes A to A-3 inclusively.

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

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 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 Criterion

To be declared responsive, the Bidder must be a supermarket or Grocery store that is able to meet the detailed requirements at Annex "A".

To demonstrate compliance with this mandatory criterion, **Offerors must include with its offer** a regulatory document that demonstrates its corporate status as a supermarket or grocery store. This document must be provided with the offer and / or at the request of Canada during the evaluation process. Failure to comply will render your offer non-responsive.

4.1.2 Financial Evaluation

Offers will be evaluated on the format offered versus the format requested. Items that do not match the requested format will be standardized to determine the real price as follows:

Example: Size requested: 4 L
 Size offered: 3.8 L at \$5.25
 Standardized price: $(\$5.25 \times 4L) / 3.8L = \$5.53/L$

The requested sizes are given as a guide. HOWEVER, a maximum range of 15% will be accepted between the requested size and the offered size. A range any bigger than 15% will render the article non-compliant.

Offerors must submit prices for each closing date as per the Annex B calendar (3 regions = 3 separate Annexes B).

Offerors do not have to submit prices for all articles in Annex B for the region or regions for which they submit an offer.

For financial evaluation purposes, articles with no price indicated will be given the highest price offered by an offeror for such article-s. If all offerors fail to provide a price for a particular item, that item will be eliminated from the evaluation.

4.1.2.1 SACC Manual Clause

[M0222T](#) (2016-01-28) Evaluation of Price - Canadian/Foreign Offerors

Prices of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included as well as packaging, transportation and delivery.

4.2 Basis of Selection – Multiple Items

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 on **an aggregate basis** will be recommended for issuance of a standing offer.

A maximum of 3 RISO can be issued. A supplier may be granted more than one region out of the 3 regions.

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.

5.2 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 (See Annex E)

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) 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

The Offeror offers to fulfill the requirement in accordance with the Requirement at Annexes A (A-1, A-2, A-3) and B.

6.2 Security Requirements (See Annex D)

NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted in specific areas of the institution/site as and where required by Correctional Service Canada personnel or those authorized by CSC to do so on its behalf.

Contractor personnel shall submit to a Canadian Police Information Centre (CIPC) verification of identity/information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to the institution/site. CSC reserves the right to deny access to any institution/site or a part of the site of any Contractor personnel, at any time.

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 Offer - Reporting

The Offeror must compile and maintain records on its provision of goods 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, **every six (6) months**, reports on use of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports must be submitted on the appropriate document, which will be provided to the Offeror by the Standing Offer Authority, and forwarded no later than fifteen (15) days after the designated reporting period.

The data must be submitted to the Standing Offer Authority identified in Section 6.5 below.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer (to be completed at RISO award)

The period for making call-ups and providing services against the Standing Offer is from _____ to _____ inclusive.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery points specified in Annexes A-1 to A-3 inclusively.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: **Bruno André Pomet**
Title: Supply specialist
Public Works and Government Services Canada
Acquisitions Branch Directorate

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

Address: 800 La Gauchetière St, Portail South-East, Suite 7300, Montreal, Qc H5A 1L6
Telephone: 514-702-9582
Facsimile: 514-496-3822
E-mail address: brunoandre.pommet@tpsgc-pwgsc.gc.ca

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

6.5.2 Project Authority (to be completed at RISO award)

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

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 the bidder)

Name: _____
Title: _____
Organization: _____
Address: _____
Phone: _____
Fax: _____
Email: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer is **Correctional Service Canada**, various institutions in the Province of Quebec (See Annex A for delivery addresses).

6.7 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-TPGSC 942-2 Call-up against a Standing Offer - Multiple Delivery

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.

6.8 Limitation of Call-ups (to be completed at RISO award)

Individual call-ups against the Standing Offer must not exceed \$ _____ (applicable taxes included).

(the amount will be 25% of the estimated value of the Standing Offer or \$40,000.00)

6.9 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) the general conditions 2010A (2018-06-21) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.
- e) Annex « A », Requirement;
- f) Annex « B », Basis of Payment – List of Products;
- g) Annex « D », Security Form CSC;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable*).

6.10 Certifications and Additional Information

6.10.1 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.

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

6.11 Applicable Laws (to be completed by the bidder)

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 _____.

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](#) (2016-04-04), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

The Contractor will be paid at the firm unit prices specified in Annex B. Customs duties are included and Applicable Taxes are extra.

The Standing Offer will be awarded in Canadian currency. The rate given by the Bank of Canada in effect on the bid solicitation closing date will be applied as a conversion factor.

6.4.2 Multiple Payments

SACC Manual clause: [H1001C](#) (2008-05-12), Multiple Payments

6.4.3 Limitation of Price

SACC Manual clause: [C6000C](#) (2017-08-17) Limitation of Price

6.4.4 SACC Manual Clauses

[C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

6.4.5 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).

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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

6.7 SACC Manual Clauses

[A2000C](#) (2006-06-16), Foreign Nationals (Canadian Contractor)
[A2001C](#) (2006-06-16), Foreign Nationals (Foreign Contractor)
[A9068C](#) (2010-01-11) - Government Site Regulations
[B7500C](#) (2006-06-16) - Excess Goods
[C2000C](#) (2007-11-30) - Taxes - Foreign-based Contractor
[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

ANNEX "A"

REQUIREMENT

DESCRIPTION:

This request for a Regional Individual Standing Offer (RISO) involves the provision and delivery of miscellaneous grocery products to the housing units of **Correctional Service Canada** in the Province of Quebec, on a 'as and when' ordered basis.

IDENTIFIED USERS:

The Identified Users authorized to make call-ups against the Standing Offer is **Correctional Service Canada**, various institutions in the Province of Quebec.

PERIOD OF STANDING PROPOSAL:

The period of the Standing Offer is for a term of 2 years from the date of issue, divided into 4 periods of 6 months each.

DELIVERY

All products must be delivered in accordance with the information provided in the annexes included herein. Each institution has its particularities (please refer to the following annexes):

Annex A-1	Requirement	Federal Training Centre (FTC) – Site 600
	Requirement	Federal Training Centre (FTC) – Site 6099
Annex A-2	Requirement	Archambault Institution (Ste-Anne-des Plaines)
Annex A-3	Requirement	Cowansville Institution

DELIVERY OF FRESH CHILLED OR FROZEN PRODUCTS

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18° C or lower, and fresh chilled products between 4° C and 1° C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

LIABILITY FOR DEFECTIVE PRODUCTS

If an item provided by the Contractor is broken or damaged, its replacement will be provided no later than the next delivery of goods and at the Contractor's expense.

If, following acceptance of a product or over the course of its use, it is determined that the product does not meet the purchase description nor the norms or specifications referred, the Contractor will be required to take back the items that are defective at its own expense and offer a credit on the price of the product based on the severity of the defect. In addition, Canada may use the provisions set out in the PWGSC General Terms and Conditions.

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

OTHER PRODUCTS

The supplier offers to sell all products available other than those listed in Annex B in accordance with its listed catalogue/seasonal/or item prices at current prices less a discount. The discount, if applicable shall be indicated on the invoice.

In addition to the prices established in Annex B, the supplier can offer special discounts, such as yearend sales, production surplus, special sales and promotions, etc., as long as ***the cost is lower than the prices listed in Annex B.***

SECURITY – Applies to all Correctional Services Canada Institutions (CSC)

As needed, supplier's personnel will be escorted in specific areas of an institution or operational site should CSC personnel or those authorized by CSC deem it necessary.

The supplier's personnel must submit to a Canadian Police Information Centre (CIPC) verification of identity/information by CSC, and must adhere to institutional requirement for the conduct of searches prior to admittance to an institution or operational site. CSC reserves the right to deny access to its institution or operational site or any part thereof of any supplier's personnel, at any time.

The supplier shall ensure that its delivery staff carry proof of identity at all times, or they will be denied access to the delivery site.

The delivery vehicles may be subjected to a search when entering and exiting the institutions.

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

ANNEX "A-1"

A) - REQUIREMENT - FEDERAL TRAINING CENTRE (FTC) SITE 600 - LAVAL

The supplier will receive sixteen (16) orders per week which will be placed on Monday afternoons for delivery the following week. There are sixteen (16) housing units at this institution and each unit comprises 8 to 9 individuals (for a maximum of 130 people).

The supplier will be required to deliver the goods to the FTC site 600, in separate packs for each housing unit and not in bulk.

The supplier shall submit 1 invoice which provides for the amount of all ten units.

The goods shall be divided into 3 categories: dry, chilled and frozen. Frozen goods must be delivered in its original state.

Delivery address:

Federal Training Centre – Site 600

600, Montée St-François
Laval (Québec)
H7C 1S5

Deliveries will be made once a week, in the morning only, on Thursdays at 8:30AM for Unit 1 which comprises 10 orders and for Unit 2 which comprises 6 orders.

Delivery times MUST be respected.

The Institution may change the delivery day by mutual consent.

The supplier's delivery personnel will remain at the Institution for verification which can take up to 1.5 hours approximately.

The supplier agrees to return to the institution in the afternoon if an order is not complete or there are errors.

B)- REQUIREMENT - FEDERAL TRAINING CENTRE (FTC) SITE 6099 - LAVAL

The supplier will receive twelve (12) orders per week on Wednesdays for delivery the following week. There are twelve (12) housing units at this institution, each unit comprises a maximum of eight (8) individuals (for a maximum of 96 people).

The goods should be delivered one identified package per house unit, not in bulk. One invoice will be issued, which will show the amounts of the twelve (12) house units. The goods will have to be separated in three categories: dry, refrigerated and frozen. The frozen goods need to be in their original state.

Delivery address:

Federal Training center - site 6099

205, Montée St-François
Laval (Québec)
H7C 1P1

The supplier will deliver the goods once a week on Wednesday at 9:00 am. Vehicles delivery at this address should not exceed 11.4' in height.

Delivery timeframe will have to be respected.

The delivery day may change following an Institution agreement.

The delivery person will stay for the verification. If anomalies are detected, the supplier will make the necessary corrections within 24 hours. A period of approximately one (1) hour is required for the verification.

ANNEX "A-2"

REQUIREMENT - ARCHAMBAULT INSTITUTION

SPECIFICATIONS

- The contractor will receive an order per week which will be placed by Wednesday to deliver on the Tuesday of the following week.
- The goods will be shipped by unit and by cases
- House brands should be favored. In the event of non-availability, the Contractor agrees to provide a product and format equivalent at the same price.
- The contractor will have to remove the price tag on items to avoid any confusion between the price list supplied by the supplier and the goods received.
- Products packaged by the seller must have a label indicating: the product, weight, and the date of which it is frozen. If applicable.
- Items should be separated into 3 categories: Dry, refrigerated and frozen.
- Frozen and/or deep freeze products should arrive frozen and without ice burns and without ice crystals.
- Products **packaged** by the Contractor for freezing must be made from fresh and healthy foods
- Products **packaged** by the Contractor for freezing must be frozen at 18C ° no later than 1 month before delivery to the SGMP.
- Products **packaged** by the Contractor for freezing shall be individually vacuum packaged.
- Delivered dairy products must have a shelf life of two weeks before the expiry date.
- The dry products (tablets) delivered must have a minimum of 3 months shelf life before the expiry date.
- Fresh produce such as fruits and vegetables must be fresh and healthy and in perfect condition. Products missing upon delivery must be replaced and / or returned to the PRPG within 24 hours
- Food must be delivered in a refrigerated truck.
- Food should be delivered in plastic bins or clean cardboard boxes. Coolers are recommended for transporting and handling frozen products.

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

- The invoice must include the total purchases, the delivery date, the purchase order number, and an invoice number. This will be given by the driver when he delivers the order.

Delivery address:

ARCHAMBAULT INSTITUTION
244, Montée-Gagnon
Bâtiment A-43
Sainte-Anne-des-Plaines (Québec)
J0N 1H0

Close between 12h00 to 12h30. Delivery are be accepted until 15h00 Monday to Friday.

ANNEX "A-3"

REQUIREMENT - COWANSVILLE INSTITUTION - COWANSVILLE

SPECIFICATIONS

- The merchandise will be sent to SGMP during the following week, according to the needs and demands of the sector.
- Brands names have to be favored. If the product is not available, the supplier is committed to offer a product with the same quality and same size at the same price.
- The supplier has to take off all printed prices on each product. This is to be sure that there is no complication and no confusion between the SGMP price and the supplier price.
- Product packaged by supplier must have a label indicating: the product name, weight and size, expiration date and the freezing date, if applicable.
- All items have to be separate in three categories: dry stock, refrigerated product and frozen product on well identified pallets. And the pallets must never exceed five feet in height and width. That includes the wood pallet.
- When the delivery of the pallets come in, they have to be separated for each sector; pallets for SGMP sector and pallets for the central kitchen.
- Frozen and deep freeze products should arrive frozen and without burn and ice crystals on it.
- Products **packaged** by the supplier for freezing must be made with fresh and healthy food.
- Products **packaged** by the supplier for freezing must be frozen at 18°C no later than 1 month before delivery to the SGMP.
- Products **packaged** by the supplier for freezing shall be individually vacuum packaged, depending on the items ordered.
- Milk products delivered must have a minimum of two weeks shelf life before expiry date.
- The dry products delivered must have a minimum of three months shelf life before expiry date.
- Fresh products such as fruits and vegetables must be fresh, healthy and in perfect condition.
- Missing products at the delivery day have to be replaced and/or returned in a 24 hours delay, if possible.

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

- The food has to be delivered in a clean and refrigerated truck.
- All food should be delivered in plastic bins or clean cardboard boxes. Coolers are recommended for the transporting and handling of frozen products.
- The invoice must include the total of purchases, the delivery date, the purchase order number and an invoice number. This will be given by the driver when he delivers the order.

Delivery address:

Cowansville Institution
400 Fordyce road
Cowansville, Québec, Canada
J2K 3N7

Receptions will be accepted Monday to Friday between 8h30 to 11h30 and 13h00 to 15h00.

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

ANNEXES "B"

BASIS OF PAYMENT – LISTS OF PRODUCTS

3 EXCEL DOCUMENTS ATTACHED

Each of the 3 Excel documents has 5 spreadsheets:

1. The closing dates Calendar
2. The Financial Offer for the 1st period
3. The Financial Offer for the 2nd period
4. The Financial Offer for the 3rd period
5. The Financial Offer for the 4th period

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

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).

Solicitation No. - N° de l'invitation
21301-183233/B
Client Ref. No. - N° de réf. du client
21301-183233

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-7-40348

Buyer ID - Id de l'acheteur
MTA030
CCC No./N° CCC - FMS No./N° VME

ANNEX « D »

SECURITY REQUIREMENT FORM

Correctional Service Canada / Service correctionnel Canada		PROTECTED / PROTÉGÉ B ONCE COMPLETED / UNE FOIS REMPLI	
INSTITUTIONAL ACCESS CPIC CLEARANCE REQUEST		ACCÈS À UN ÉTABLISSEMENT DEMANDE DE VÉRIFICATION DU DOSSIER AU CIPC	
PLEASE PRINT INFORMATION CLEARLY - VEUILLEZ ÉCRIRE EN LETTRES MOULÉES		PUT AWAY ON FILE - CLASSER AU DOSSIER ADMINISTRATIVE OR OPERATIONAL FILE DOSSIER ADMINISTRATIF OU OPÉRATIONNEL Original - 3170-12	
Institution - Établissement		Request received / Demande reçue le Date (YYAA-MM-DD)	
A. PERSONAL INFORMATION - RENSEIGNEMENTS PERSONNELS		PUT AWAY ON FILE / CLASSER AU DOSSIER 3170-12	
Surname / Nom de famille		Full name (no nicknames or initials) / Nom au complet (pas de surnoms ou d'initiales)	
Maiden name (if applicable) / Nom de jeune fille (s'il y a lieu)			
Date of birth / Date de naissance (YYAA-MM-DD)		Place of birth - Lieu de naissance / City/Town - Ville ou municipalité	
		Province/State - Province ou état	
		Country - Pays	
B. PHYSICAL DESCRIPTION - DESCRIPTION PHYSIQUE			
<input type="checkbox"/> Male / Homme		<input type="checkbox"/> Female / Femme	
Height - Grandeur		Weight - Poids	
Eye color - Couleur des yeux		Hair color / Couleur des cheveux	
C. ADDRESS - ADRESSE			
Street - Rue		City/Town - Ville ou municipalité	
Province		Postal Code - Code postal	
Telephone number - Numéro de téléphone Home - Domicile		Work - Bureau	
Representing (name of company/organization) - Représente (nom de la compagnie ou de l'organisation)			
D. GENERAL INFORMATION - RENSEIGNEMENTS GÉNÉRAUX			
Have you ever been convicted of a criminal offence for which you have not been granted a pardon, or an offence for which you have been granted a pardon and such a pardon has been revoked?			
1. Avez-vous été reconnu coupable d'une infraction criminelle pour laquelle on ne vous a pas octroyé un pardon ou d'une infraction pour laquelle on vous a octroyé un pardon qui a été révoqué?		<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non	
2. Do you personally know of any person incarcerated in a correctional facility?		<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non	
3. Do you have any reason to believe coming into contact with this person could pose a risk to your or their personal safety?		<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non	
4. Are you related/associated to an inmate or an inmate's visiting list?		<input type="checkbox"/> Yes / Oui <input type="checkbox"/> No / Non	
If you have answered YES to any of the above, please explain below. - Si vous avez répondu OUI à une des questions ci-dessus, veuillez fournir une explication ci-après.			
E. SIGNATURE (When sections A to E are filled out completely, please return the completed form to the institution for approval.)			
(Une fois que les sections A à E ont été remplies, veuillez retourner le formulaire dûment rempli à l'établissement aux fins d'approbation.)			
In making this application, I hereby give the Correctional Service of Canada my consent to use the information provided on this form to conduct such inquiries with police authorities as may be necessary to ascertain my suitability. Finally, I acknowledge that the Correctional Service of Canada has no responsibility for any harm that may come to me in the course of my activities, except where such harm is a direct result of negligence on the part of an employee(s) of the Service.		En soumettant le présente demande, j'autorise le Service correctionnel du Canada à se servir des renseignements fournis dans le formulaire afin de mener, auprès des services de police, toute enquête jugée nécessaire pour vérifier mon admissibilité. Par ailleurs, je conviens que le Service correctionnel du Canada ne peut être tenu responsable d'un préjudice subi dans le cadre de mes activités sauf si ce préjudice est directement attribuable à la négligence d'un ou de plusieurs employés du Service.	
NOTE: Access may be denied for submitting false information. Penalties may be issued for those receiving clearance and approval.		NOTE: Tout demandeur qui fournit de fausses renseignements peut se voir refuser l'accès à l'établissement. Un laissez-passer peut être émis aux demandeurs dont la demande d'accès est approuvée.	
Applicant's signature - Signature du demandeur		Date (YYAA-MM-DD)	
F. FOR OFFICE USE ONLY - RÉSERVÉ AU SCC			
Reason for clearance - Motif justifiant la demande d'accès			
Department making the request (please print) / Unité qui soumet la demande (en lettres mouluées s.v.p.)		Signature of Division Head / Signature du chef de la division	
		Date (YYAA-MM-DD)	
<input type="checkbox"/> No criminal record / Aucun casier judiciaire		<input type="checkbox"/> A possible criminal record if / Numéro du casier judiciaire possible:	
<input type="checkbox"/> An outstanding warrant/charge held by / Auteur du mandat non exécuté/accusation en instance:		Last entry / Dernière entrée:	
SIGNATURES			
<input type="checkbox"/> Approved / Approuvée		<input type="checkbox"/> Not approved / Non approuvée	
Security Intelligence Officer / Agent de renseignements de sécurité		Institutional Head / Directeur de l'établissement	
Date (YYAA-MM-DD)		Date (YYAA-MM-DD)	
		Visit Review Board / Comité des visites	
		Date (YYAA-MM-DD)	
The individual has been advised. - Le demandeur a été informé de la décision.			
<input type="checkbox"/> Yes / Oui		<input type="checkbox"/> No / Non	
By / Par:		Date (YYAA-MM-DD)	

