

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

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

**Montreal
Quebec
H5A 1L6**

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

Food Supply, Monteval/Alimentation, Montréal
Place Bonaventure, portail Sud-Oue

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

Montreal
Quebec
H5A 1L6

Title - Sujet RMSO: Fresh Fruits and Vegetables	
Solicitation No. - N° de l'invitation E6MON-19PQFL/A	Date 2019-04-30
Client Reference No. - N° de référence du client E6MON-19PQFL	GETS Ref. No. - N° de réf. de SEAG PW-\$MTR-504-15325
File No. - N° de dossier MTR-8-41415 (504)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-05-12	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Therien, Renée-Ann	Buyer Id - Id de l'acheteur mtr504
Telephone No. - N° de téléphone (514)703-4947 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA TOUS LES MINISTÈRES ET ORGANISMES FÉDÉRAUX RÉGION DU QUÉBEC Québec 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
1.2.2 APPLICABLE TRADE AGREEMENTS	4
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	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.....	5
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	7
4.1 EVALUATION PROCEDURES	7
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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS.....	9
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	9
A. STANDING OFFER.....	9
7.1 OFFER	9
7.2 SECURITY REQUIREMENTS	9
7.3 STANDARD CLAUSES AND CONDITIONS.....	9
7.4 TERM OF STANDING OFFER.....	9
7.5 AUTHORITIES	9
7.6 IDENTIFIED USERS	10
7.7 CALL-UP INSTRUMENT	10
7.8 LIMITATION OF CALL-UPS.....	11
7.9 PRIORITY OF DOCUMENTS.....	11
7.10 CERTIFICATIONS AND ADDITIONAL INFORMATION	11
7.11 APPLICABLE LAWS (TO BE COMPLETED BY THE OFFEROR	11
7.12 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	11
B. RESULTING CONTRACT CLAUSES.....	12
7.1 REQUIREMENT	12
7.2 STANDARD CLAUSES AND CONDITIONS.....	12
7.3 TERM OF CONTRACT	12
7.4 PAYMENT	12
7.5 INVOICING INSTRUCTIONS	13
7.6 INSURANCE	13
ANNEX « A »	14
REQUIREMENT	14
MINIMUM CALL-UP VALUES FOR DELIVERY	15

Solicitation No. - N° de l'invitation
E6MON-19PQFL/A
Client Ref. No. - N° de réf. du client
E6MON-19-PQFL

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-8-41415

Buyer ID - Id de l'acheteur
MTR-504
CCC No./N° CCC - FMS No./N° VME

ANNEX « B »	16
BASIS OF PAYMENT - LIST OF PRODUCTS	16
ANNEX « C »	17
DELIVERY ADDRESSES	17
ANNEX « D »	22
ELECTRONIC PAYMENT INSTRUMENTS	22
ANNEX « E »	23
COMPLETE LIST OF COMPANY BOARD OF DIRECTORS	23
ANNEX « F »	24
REQUEST TO ACCESS A CORRECTIONAL SERVICE CANADA FACILITY	24

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 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 establish Regional Master Standing Offers (RMSO) for the provision and delivery of Fresh Fruits and Vegetables on an as and when needed basis to all federal departments and ministries located in the Province of Quebec.

The proposed term of the request for standing offer is for one (1) year from the date of issue divided into twelve (12) periods of one (1) month each.

PWGSC reserves the right to issue up to three (3) RMSO per term and per region should this be more advantageous for Canada.

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 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 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.12 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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 in the Schedule of Tender Closing Dates. Tenders must be submitted for each of the periods specified (See Schedule of Tender Closing Dates at Annex B).

PWGSC Bid Receiving Unit:

PWGSC Bid Receiving Unit
Place Bonaventure, South-West Portal
800 De la Gauchetière St. W., Suite 7300
Montreal, QC H5A 1L6

Offers can also be submitted by using the **epost connection service**.

The following email address for PWGSC Bid receiving unit must be used for the epost connection service:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note:

1. Do not send electronic bids directly to this address.
2. PWGSC does not guarantee a response if the email is sent 6 days or less before the closing date of the period.

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 Québec.

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

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer – Annex B (Excel copy)
Section II: Certifications

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Financial Offer – Annex B (1 hard copy) one (1) Excel copy by e-mail to:

QueAlimentationSoumissionsMtl.QueFoodSupplyTendersMtl@tpsgcpwgsc.gc.ca

Section II: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B - Basis of Payment.

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 II: 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 Financial Evaluation

The evaluation of the tenders will be based on the aggregate price detailed in Annex B - Basis of Payment - List of Products.

The evaluation of bids will first be done on the respect of mandatory brands and formats. All items that do not respect the mandatory brand and/or format requirements will be rejected from the offer.

Then the offers are evaluated on the format offered versus the format requested. Any items that do not offer the same format as that requested, are standardized to determine its real unit price as follows:

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

Note that the quantities indicated in the Annex B are estimated for each period of the standing offer. The actual quantities ordered may therefore be different.

The Offeror's unit prices will be multiplied by the corresponding estimated quantities to arrive at an aggregate price of the offer. In the event that an offer does not provide a price for one or several items, PWGSC will, for evaluation purposes only, substitute the highest price quoted by another bidder. If all offerors fail to provide a price for a particular item, that item will be eliminated from the evaluation. This method will be used for the purpose of obtaining an aggregate value for each offer.

4.1.2 Evaluation of price

M0222T (2016-01-28), Canadian/Foreign Offerors

- Packaging, transportation and delivery costs must be included in all unit prices offered in Annex B.

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.

PWGSC reserves the right issue up to three (3) standing offers per period and per region if such proves more advantageous for Canada.

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 property 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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

N/A

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annexes A / B / C.

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 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.

7.3.1 General Conditions

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer (to be completed at the issuance of the offer)

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

7.4.2 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Renée-Ann Thérien

Acting Procurement Agent
Public Works and Government Services Canada
Acquisitions Branch
800, rue de la Gauchetière West, Suite 7300
Montréal, Québec H5A 1L6
Telephone: (514) 703-4947
Email address: renee-ann.therien@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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer

7.5.3 Offeror's Representative (to be completed by the Offeror)

General enquiries

Name: _____
Organization: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up

Name: _____
Organization: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

7.7 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 2 and 3 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 Deliveryor
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.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40 000.00** (Applicable Taxes included).

7.9 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 C, Delivery Addresses;
- 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*).

7.10 Certifications and Additional Information

7.10.1 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.

7.11 Applicable Laws (to be completed by the Offeror (*please insert a Province or Territory in Canada*))

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 _____.

7.12 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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.

7.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2018-06-21) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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. 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.

7.4.2 Single Payment

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

7.4.3 SACC Manual Clauses

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

7.4.4 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);

7.5 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.

7.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

7.7 SACC Manual Clauses

[A2000C](#) (2006-06-16) - Foreign Nationals (Canadian Contractor)
[A9062C](#) (2011-05-16) - Canadian Forces Site Regulations
[A9068C](#) (2010-01-11) - Government Site Regulations
[B7500C](#) (2006-06-16) - Excess Goods
[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 Master Standing Offer (RMSO) involves the provision and delivery of Fresh Fruits and Vegetables products, on a 'as and when' ordered basis.

IDENTIFIED USERS:

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11 in the province of Quebec.

PERIOD OF STANDING PROPOSAL:

From July 1, 2019 to June 30, 2020 divided into twelve (12) periods of one (1) month each.

Up to three (3) Standing Offers may be issued for each period and each region.

FOOD QUALITY SPECIFICATIONS (FQS)

All products must comply with the Food Quality Specifications (FQS) in the following link:

http://publications.gc.ca/site/eng/search/search.html?st=1&ssti=1&ast=food+quality+specifications+food+purchased+by+federal+government+departments&cnst=&_e=on&_f=on&_adof=on

DELIVERY AND DELAYS

The Offerors must be able to deliver the goods being offered to all shipping addresses set out in Annex C for each of the region or regions for which a bid is submitted.

Order lead times need to respect the supplier's ability to realistically execute the requirement, as well as the government department's need to receive the goods. PWGSC established the following criteria for lead-times / delivery:

Minimum lead time for urgent delivery = 24 Hours
Minimum lead time for delivery of orders = 48 Hours
Minimum lead time for order cancellations = 24 Hours
Minimum lead time for special orders = 7 calendar days*

* 7 calendar days have been established as a general timeframe for all items non-stocked by suppliers. Government departments must contact their suppliers in advance in order to determine if the lead time of 7 days can be met. If not, suppliers must contact the client department to identify the most realistic time frame and explain the reason for the delay.

Any Call-ups placed within a specified period of a Standing Offer must be delivered within the delivery times stated above. The prices charged must be based on the firm unit prices of the Standing Offer in effect at the time of the order, even if the delivery takes place on the days following the end of the period covered by the Standing Offer.

ACCESS TO FEDERAL INSTITUTIONS FOR CORRECTIONAL SERVICES CANADA (CSC)

Any request to access a CSC federal Institution of by a supplier must have been completed and sent to CSC prior delivery. Personal information is collected under the authority of the *Corrections and Conditional Release Act* in order to authorize access to a federal institution (See Annex F of the solicitation document as a reference only).

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

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

QUANTITIES

The estimated quantities for each of the required items can be found in Annex B – Basis of Payment - List of Products (electronic file).

MINIMUM CALL-UP VALUES FOR DELIVERY

Although there is no minimum value for call-ups, they must however represent a reasonable amount of goods to ensure that deliveries will be cost-effective for the supplier and suitable for the departments.

Client departments must make every effort to ensure that the value of call-ups is high enough for suppliers to ensure that delivery is cost-effective.

SUPPLIER LIABILITY FOR DEFECTIVE PRODUCTS

If an item from a supplier is broken, damaged, unclean or out of date, it will be replaced at the supplier's expense as soon as possible (at the latest at the next order) or the item will be credited to the client department.

APPROXIMATE SCOPE OF THE STANDING PROPOSAL:

The approximate scope of the Standing Proposal is 2,000,000.00\$ for the period from July 1, 2019 to June 30, 2020 inclusive.

ANNEX « B »

BASIS OF PAYMENT - LIST OF PRODUCTS
(EXCEL SPREADSHEET ATTACHED)

THE EXCEL SPREADSHEET CONTAINS THE FOLLOWING WORKSHEETS:

- (a) **Calendar** - This page contains the precise closing date (s) for each period related to the Request for Standing Offer.
- (b) **Page 0X-Périod 0X** – This is the cover page to be used for the submission of your offer for the appropriate period. This page must be completed, signed and dated by the Offerer and must be submitted with your bid.
- (c) **ListeMinistère P0X** – This page contains the List of Products for each period and must be completed by the Offeror. This List of Products is used by PWGSC for financial evaluation purposes. The Offeror must ensure that it is complete and contains all the items offered (item code, brands (if required), formats and prices). The offeror does not have the obligation to offer all requested items.

ANNEX « C »

DELIVERY ADDRESSES

IMPORTANT:

The Offeror must be able to deliver the items offered for all delivery addresses listed below for the region or regions for which an offer has been submitted.

BAGOTVILLE REGION

<u>ADDRESS AND MINISTRY</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
DEPARTMENT OF NATIONAL DEFENSE 3rd Squadron Bagotville Bldg. 87 Windsor Street Alouette, QC G0V 1A0	From Monday to Friday Between 7:30AM to 11:30AM and from 1 :00PM to 1 :30PM	
DEPARTMENT OF NATIONAL DEFENSE 3rd Squadron Bagotville Bldg. 55, Churchill street Alouette, QC G0V 1A0	From Monday to Friday, between 7:30 AM and 11:30 AM and between 1:00 PM and 1:30 PM	<i>Only for the months of June, July and August.</i>

PORT CARTIER REGION

<u>ADDRESS AND MINISTRY</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
Correctional Services Canada 1, Airport road Port Cartier (Québec) G5B 2W2	Monday to Friday From 8:00am to 11:30am and 1 :00pm to 3 :30pm	

LA MACAZA REGION

<u>ADDRESS AND MINISTRY</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
Correctional Service Canada 321 Airport road La Macaza (Québec) J0T 1R0	Monday to Friday From 8:05am to 10:30am and 1 :30pm to 3 :00pm	

QUEBEC REGION

<u>ADDRESS AND MINISTRY</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
FISHERIES AND OCEANS CANADA CANADIAN COAST GUARD SHIPS CENTRAL AND ARTIC REGIONS 3 PRINCIPAL PORTS: 1. Port of Quebec: in the Estuaire district or the Anse or Foulon districts 2.Canadian Coast Guard base: 101 Champlain Blvd., Québec, QC G1K 7Y7 3.Trois-Rivières Port: 1545 Du Fleuve street, Trois-Rivières, QC G9A 6K4	From Monday to Friday, 6:00AM to 6:00PM – delay of 24 hours (for ALL ports). CCG will determine the date of delivery.	The important periods are: Month of June and the first 2 weeks of July; as well as November and the first 2 weeks of December.
DEPARTMENT OF NATIONAL DEFENSE Valcartier Support Base Food Services Building 505 P.O. Box 1000, Succ Forces Courcelette, Qc, G0A 4Z0	Monday through Friday From 7:00 AM to 11:00 AM <i>NO DELIVERIES OUTSIDE OF THESE TIMES WILL BE ACCEPTED</i>	Delivery on palettes 48” long, 40” wide and 53” high. <i>Possibility of extra deliveries during peak traffic</i> Upon delivery, invoices must be signed and dated and presented to the person in charge of receiving the goods.
DEPARTMENT OF NATIONAL DEFENSE Valcartier Support Base Ration Unit Depot Building 188, Door J (at the back) P.O. Box 1000, Succ. Forces Courcelette, Qc, G0A 4Z0	Monday through Friday From 7:30 AM to 3:00 PM	Order to be placed on a palette, wrapped individually in plastic wrap and the identification of the Ordering Unit must be visibly affixed to the palettes. <i>IMPORTANT: The frequency of orders will vary depending on the military activity calendar.</i> Upon delivery, invoices must be signed and dated and presented to the person in charge of receiving the goods.
DEPARTMENT OF NATIONAL DEFENSE Valcartier Support Base	Monday through Friday From 7:00 AM to 11:00 AM	Delivery on palettes 48” long, 40” wide and 53” high and be secured

Solicitation No. - N° de l'invitation
E6MON-19PQFL/A
Client Ref. No. - N° de réf. du client
E6MON-19-PQFL

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-8-41415

Buyer ID - Id de l'acheteur
MTR-504
CCC No./N° CCC - FMS No./N° VME

<u>ADDRESS AND MINISTRY</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
Cadets Kitchen Building CC-119 P.O. Box 1000, Succ Forces Courselette, Qc, G0A 4Z0		with plastic wrap. <i>No orders will be placed during the summer months (May to August).</i>
DEPARTMENT OF NATIONAL DEFENSE Valcartier Support Base Camp Vimy Kitchen Building CM-3 P.O. Box 1000, Succ Forces Courselette, Qc, G0A 4Z0	Monday through Friday From 7:00 AM to 11:00 AM	<i>During the summer months (May to August) orders could double.</i> Upon delivery, invoices must be signed and dated and presented to the person in charge of receiving the goods.
DEPARTMENT OF NATIONAL DEFENSE Quebec Citadel Kitchens C-14 and C-18 1, Côte de la Citadelle Québec, Qc, G1R 3R2	Monday through Friday From 7:00 AM to 11:00 AM <i>No deliveries between 9:30AM and 11:00AM from June to September (changing of the guard)</i>	Suppliers must verify if their delivery trucks can pass through the doors to access the Citadel. <i>MANDATORY REQUIREMENT: NO DELIVERIES will be accepted at Quebec's Old Citadel between 9:30AM and 11:00AM from June to Labor Day in September.</i> Upon delivery, invoices must be signed and dated and presented to the person in charge of receiving the goods.
DEPARTMENT OF NATIONAL DEFENSE St-Malo Armoury Kitchen 1020, Vincent-Massey Street St-Malo Industrial Park Québec, Qc, G1N 1M8	Monday through Friday From 7:30 AM to 11:00AM	Orders average once a week between the months of September to May. Upon delivery, invoices must be signed and dated and presented to the person in charge of receiving the goods.
DEPARTMENT OF NATIONAL DEFENSE Naval Reserve Headquarters Pointe-à-Carcy Kitchen 144, Dalhousie Street Québec, Qc, G1K 4C1	Monday through Friday From 7:30 AM to 11:00AM	Upon delivery, invoices must be signed and dated and presented to the person in charge of receiving the goods.

MONTREAL REGION

<u>ADDRESS AND MINISTRY</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
-----------------------------	--------------------------	-----------------------------

Solicitation No. - N° de l'invitation
E6MON-19PQFL/A
 Client Ref. No. - N° de réf. du client
E6MON-19-PQFL

Amd. No. - N° de la modif.

 File No. - N° du dossier
MTR-8-41415

Buyer ID - Id de l'acheteur
MTR-504
 CCC No./N° CCC - FMS No./N° VME

<u>ADDRESS AND MINISTRY</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
DEPARTMENT OF NATIONAL DEFENSE SAINT-JEAN Garrison St-Jean Garrison (Grand-Bernier Road South, St-Jean-sur-Richelieu (Quebec), Building General Jean-Victor-Allard «Méga » J0J 1R0	Monday to Friday from 7:30 AM to 11:30 AM <i>NO DELIVERY OUTSIDE THESE HOURS WILL BE ACCEPTED</i>	Delivery on pallets measuring 48” long, 40” wide and 48” high. Products will be placed in an appropriate and safe manner.
DEPARTMENT OF NATIONAL DEFENSE FARNHAM Garrison Centre d’Entraînement de l’Estrie 1111 Principale Street West Building 10 Farnham (Quebec), J2N 2X9	Tuesday and Thursday From 7:30AM to 11:30AM <i>NO DELIVERY OUTSIDE THESE HOURS WILL BE ACCEPTED</i>	
DEPARTMENT OF NATIONAL DEFENSE SAINT-HUBERT Garrison 51st Canadian Service Battalion 4820 Leckie Street Pavilion 2, Door 117 Saint-Hubert (Quebec), J3Z 1H6.	Tuesday from 7:30 AM to 11:30 AM	Possibility of a 2nd delivery during military exercises.
Correctional Services Canada Federal Training Centre – Site 600 600, Montée St-François Laval (Québec) H7C 1S5	<u>Food services</u> Monday to Friday From 8:00 to 11:15 am and from 12:30 to 3:00 <u>Canteen</u> Monday to Friday From 8:30 to 11:00 am and from 1:00 to 3:00 pm	
Correctional Services Canada Federal Training Centre – Site 6099 205, Montée St-François Laval (Québec) H7C 1P1	Monday to Thursday (preferably Tuesday and Thursday), from 8:00 to 11:00 am	Maximum height of delivery vehicles at the Federal Training Centre is 13 feet. (Gate temporarily closed on Friday)
Correctional Services Canada Archambault Institution – Med. 242, Montée Gagnon Ste-Anne-des-Plaines (Québec) J0N 1H0	Monday to Friday From 7:30 to 11:30 am and 12:30 to 3:30 pm	
Correctional Services Canada Archambault Institution – Min. 244, Montée Gagnon Ste-Anne-des-Plaines (Québec) J0N 1H0	Monday to Friday From 7:30 to 11:30 am and 12:30 to 3:30 pm	

Solicitation No. - N° de l'invitation
E6MON-19PQFL/A
 Client Ref. No. - N° de réf. du client
E6MON-19-PQFL

Amd. No. - N° de la modif.

 File No. - N° du dossier
MTR-8-41415

Buyer ID - Id de l'acheteur
MTR-504
 CCC No./N° CCC - FMS No./N° VME

<u>ADDRESS AND MINISTRY</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
Correctional Services Canada Regional Reception Centre 246, Montée Gagnon Ste-Anne-des-Plaines (Québec) J0N 1H0	Monday to Friday From 8:30 to 11:00 am and 1:00 to 3:00 pm	
Correctional Services Canada Joliette Institution 400, rue Marsolais Joliette (Québec) J6E 8V4	Monday to Wednesday From 8:00 to 11:00 am and 1:00 to 3:30 pm	
Correctional Services Canada Cowansville Institution 400, Fordyce Cowansville (Québec) J2K 3N7	<u>Food services</u> Monday to Thursday From 8:00 to 11:00 am and 1:00 to 3:00 pm <u>Canteen</u> Monday to Friday From 8:00 to 11:30 am and from 1:00 to 3:30 pm	All pallets shipped to the kitchen must be wrapped with plastic wrap (Saran wrap). Also, maximum height of pallets, including thickness of the pallet, is 5 ft. high.
Correctional Services Canada Drummond Institution 2025, boul. Jean-de-Brébeuf Drummondville (Québec) J2B 7Z6	Monday to Friday From 8:45 to 11:00 am and from 1:00 to 3:30 pm	
Correctional Services Canada CCC Martineau 10345, boul. St-Laurent Montréal, Qc H3L 1P1	Monday to Friday From 8:00 am to 4:30 pm	
Correctional Services Canada Regional food production center (RFPC) – Building A-43 244, Montée Gagnon Ste-Anne des Plaines (Québec) J0N 1H0	Monday to Friday From 7:00 to 11:30 am and From 1:00 to 2:30 pm	

Solicitation No. - N° de l'invitation
E6MON-19PQFL/A
Client Ref. No. - N° de réf. du client
E6MON-19-PQFL

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-8-41415

Buyer ID - Id de l'acheteur
MTR-504
CCC No./N° CCC - FMS No./N° VME

ANNEX « D »

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
E6MON-19PQFL/A
Client Ref. No. - N° de réf. du client
E6MON-19-PQFL

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-8-41415

Buyer ID - Id de l'acheteur
MTR-504
CCC No./N° CCC - FMS No./N° VME

ANNEX « E »

COMPLETE LIST OF COMPANY BOARD OF DIRECTORS

NOTE TO BIDDERS

WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

PBN (PROCUREMENT BUSINESS NUMBER): _____

Solicitation No. - N° de l'invitation
E6MON-19PQFL/A
Client Ref. No. - N° de réf. du client
E6MON-19-PQFL

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-8-41415

Buyer ID - Id de l'acheteur
MTR-504
CCC No./N° CCC - FMS No./N° VME

ANNEX « F »

REQUEST TO ACCESS A CORRECTIONAL SERVICE CANADA FACILITY

Request to access a federal institution

PERSONAL INFORMATION

Surname: _____ Full name: _____

Date of birth (YY-MM-DD): _____ Sex: M ☐ F ☐

Height: _____ Weight: _____ Eye color: _____ Hair color: _____

Street: _____ City: _____

Province: _____ Postal code: _____

Tel. Number: Home: (____) _____ Cellular: (____) _____

GENERAL INFORMATION

Have you ever been found guilty of a criminal offence or do you have any pending charges?

No ☐ Yes ☐ If so, which?

Do you know personally anyone incarcerated in a federal or provincial institution?

No ☐ Yes ☐ If so, what is the name?

Are you registered as an inmate's visitor or have you ever visited an inmate?

No ☐ Yes ☐ If so, what is the name?

Have you made a similar request for access in the last two years?

No ☐ Yes ☐ If so, for which institution?

Solicitation No. - N° de l'invitation
E6MON-19PQFL/A
Client Ref. No. - N° de réf. du client
E6MON-19-PQFL

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-8-41415

Buyer ID - Id de l'acheteur
MTR-504
CCC No./N° CCC - FMS No./N° VME

What is the reason for your request to access a federal institution?

Name of your employer / educational institution?

Name of the employee responsible for the visit:

Privacy act statement

Personal information about you is collected under the authority of the *Corrections and Conditional Release Act* in order to authorize your access to a federal institution. This information is collected, with no obligation on your part, and held in the Security Clearance System (SCS); however, if you refuse to comply with any security verifications, your access privileges will be refused. The information that you provide cannot be disclosed to other persons without your consent, EXCEPT where disclosure would be justified pursuant to one of the paragraphs of subsection 8(2) of the Privacy Act. **Access may be denied for submitting false information. The institution reserves the right to refuse access to the applicant before, upon arrival or during the visit.**

I hereby authorize the Correctional Service of Canada to conduct any investigation it deems necessary to allow my access to their institution. I agree that the Correctional Service of Canada cannot be held accountable for any harm suffered in the course of my activities unless this harm is directly attributable to the negligence of one or more employees of the Service.

Applicant signature: _____ Date: _____

Signature of employee responsible for the visit: _____ Date: _____

RESERVED FOR THE PREVENTIVE SECURITY DEPARTMENT

Institution: _____

Access to the institution granted: No ☐ Yes ☐

Name of Security intelligence officer: _____