

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

Government of Canada Building
101 - 22nd Street East, Suite 110

**Saskatoon
Saskatchewan**

S7K 0E1
Bid Fax: (306) 975-5397

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address**Raison sociale et adresse du fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

Title - Sujet Chips	
Solicitation No. - N° de l'invitation 21510-200001/A	Date 2019-06-12
Client Reference No. - N° de référence du client 21510-200001	GETS Ref. No. - N° de réf. de SEAG PW-\$STN-201-5178
File No. - N° de dossier STN-9-42008 (201)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-06-28	
Time Zone Fuseau horaire Central Standard Time CST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Marsland, Rina	Buyer Id - Id de l'acheteur stn201
Telephone No. - N° de téléphone (306)241-5742 ()	FAX No. - N° de FAX (306)975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA HWY 7 NORTH BLDNG C-17 WINNIPEG Manitoba R3C3A0 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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- | | |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications 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 Correctional Service Canada requires a Regional Individual Standing Offer for the supply and delivery of potato chips as required to Stony Mountain Institution Canteen in Stony Mountain, MB. The Standing Offer will be in effect from August 1, 2019 to July 31, 2020, with two additional one year option periods.

All deliveries must be to FOB Correctional Service Canada, Stony Mountain Institution, Stony Mountain, MB, building C-17 and must include all delivery and off-loading charges.
- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is subject to a preference for Canadian goods.
- 1.2.4 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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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 7.15 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](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

[B4024T](#) (2018-12-30), No Substitute Products
[M0019T](#) (2007-05-25), Firm Price and/or Rates

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Bid Receiving Public Works and Government Services Canada
Government of Canada Building
101 – 22nd Street East, Suite 110
Saskatoon, Saskatchewan S7K 0E1

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca (Bids/Offeres will not be accepted if emailed directly to this email address. This email is to initiate an ePost conversation, as detailed in the Standard Instructions at Article 2.1).

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: **306-975-5397**

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as

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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.

2.5 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 Manitoba.

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: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

- 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: Technical Offer (one (1) hard copy)
Section II: Financial Offer (one (1) hard copy)
Section III: Certifications (one (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.

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.

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.

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Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex X, 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 III: Certifications Offerors must submit the certifications and additional information required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

Failure to meet any of the following mandatory criteria at bid closing will render a bid non-responsive and it will be given no further consideration.

- a) acceptance of PWGSC General Terms and Conditions and Resulting Contract Clauses contained in this solicitation.
- b) Provision of pricing as requested in Annex B, Basis of Payment.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price-Bid

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

4.2 Basis of Selection

4.2.1 Basis of Selection

SACC Manual Clause [M0069T](#) (2007-05-25) Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

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

The Offeror certifies that:

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

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

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

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which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex C entitled "Standing Offer Usage Report ". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **August 1, 2019 to July 31, 2020**.

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6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, from August 1, 2020 to July 31, 2021 and August 1, 2021 to July 31, 2022 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 Delivery Points

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

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Rina Marsland
Procurement Specialist
Public Works and Government Services Canada
Procurement Branch – Western Region
101 22nd St E, Suite 110
Saskatoon, SK S7K 0E1

Telephone: 306-241-5742
Facsimile: 306-975-5397
E-mail address: rina.marsland@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

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

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

6.5.3 Offeror's Representative

(Offeror to complete)

Name: _____

Title: _____

Organization: _____

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Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Identified Users

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

Correctional Services Canada, Stony Mountain Institution

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 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 Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$10,000.00** (Applicable Taxes included).

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TBD** (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call

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ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2018-06-21), General conditions: Goods (medium complexity);
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) the Offeror's offer dated _____

6.11 Certifications and Additional Information

6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.11.2 SACC Manual Clauses

M3060C (2008-05-12), Canadian Content Certification

6.12 Applicable Laws

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

6.13 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.

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

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from **August 1, 2019 to July 31, 2020** inclusive.

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of **\$TBD**. 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

6.4.2 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

6.4.3 Electronic Payment of Invoices – Call-up

TBD

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);

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- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. 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

6.7 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations
B7500C (2006-06-16), Excess Goods
D0018C (2007-11-30), Delivery and Unloading

6.8 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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ANNEX "A"

REQUIREMENT

Correctional Service Canada requires a Regional Individual Standing Offer for the supply and delivery of potato chips as required to Stony Mountain Institution Canteen in Stony Mountain, MB. The Standing Offer will be in effect from August 1, 2019 to July 31, 2020, with two additional one year option periods.

The mandatory requirements and mandatory product specifications detailed below must be met in order for a bid to be deemed responsive.

DELIVERY

All deliveries must be to FOB Correctional Service Canada, Stony Mountain Institution, Stony Mountain, MB, building C-17 and must include all delivery and off-loading charges.

All deliveries must comply with the following requirements:

- Delivery must be made within five (5) business days from receipt of a call-up against the Standing Offer. The Offeror must advise the Project Authority within one (1) business day of receipt of a call up against the standing offer of any delays and/or item shortages.
- Delivery must be made between 07:30 to 15:30 hours from Monday to Friday; unless prior arrangements have been made.
- Urgent requirements may require delivery within twenty-four (24) hours from receipt of call-up.
- Delivery is to be made by Industry Standard Vehicle.
- Drivers of delivery vehicles will be provided with a pick-up receipt book.
- An invoice should accompany each shipment and should detail the standing offer number.
- Products rejected by Stony Mountain Institution must be replaced by the Offeror within five (5) business days of the issuance of a Notice of Rejection by the Project Authority.
- Products offered must be in accordance with Canadian General Standards Board Specifications (CGSB)
- All packaging and labeling on products must be in accordance with CGSB Standards.
- Individual packaging and labeling of product must indicate "Best Before" date on packaging.
- Products which normally have expiry dates must have an expiration date of at least (1) one week or 3 months past the delivery date as applicable to the commodity type.

ANNEX "B"

BASIS OF PAYMENT

Part One

It is **MANDATORY** that Offerors submit firm, all-inclusive prices for the period of the proposed Standing Offer Agreement in the attached Annex B – Part Two.

THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE OFFEROR'S FINANCIAL OFFER.

Offerors are requested to provide pricing as per unit of issue requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing will prevail and the extended pricing will be corrected in the evaluation. Any errors in the quantities of the Offerors' offer will be changed to reflect the quantities stated in the RFSO. The quantities specified below are provided for evaluation purposes only.

Prices must include all costs associated with providing the goods in accordance with Annex "A" - Requirement. Firm All-Inclusive prices must remain for the period of the Standing Offer Agreement, FOB Destination, and GST is extra. GST is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

Estimated Usage x Firm Lot Price (\$CAD) (per case)(3 years) = Extended Total

1. Miscellaneous Items: The supplier offers to sell any available products other than those listed in Annex "B" at prices matching those of his general, seasonal and sideline catalogue and / or the price list less a discount of: _____%
2. 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".

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ANNEX "C"

STANDING OFFER USAGE REPORT

Return to:

Rina Marsland

Public Works and Government Services Canada
Acquisition Branch
Facsimile: (306) 975-5397
Email: WST-PA-CAL@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER:
STANDING OFFER NO:
DEPARTMENT OR AGENCY:

Reporting Period:

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

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

PREPARED BY:

NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____ DATE: _____

ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)