



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions Travaux
publics et Services gouvernementaux Canada
See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless
otherwise indicated, all other terms and conditions of
the Offer remain the same.

Ce document est par la présente révisé; sauf
indication contraire, les modalités de l'offre demeurent
les mêmes.

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 Dairy	
Solicitation No. - N° de l'invitation 21510-200005/A	Date 2020-06-05
Client Reference No. - N° de référence du client 21510-200005	Amendment No. - N° modif. 005
File No. - N° de dossier STN-9-42057 (201)	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$STN-201-5239	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale	
2019-12-24	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-06-23	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
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
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required	Yes - Oui	No - Non
Accusé de réception requis	<input type="checkbox"/>	<input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Amendment 005 has been issued to insert Article 6.13 in Part 6, A. Standing offer, and Item 2 in Annex B – Part 1, Basis of Payment. The request for Standing Offer has been deleted in its entirety and replaced with the Request for Standing Offer below.

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This Standing Offer cannot be used for requirements in locations which fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and Comprehensive Land Claim Agreements.

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 A Regional Individual Standing Offer (RISO) for the supply, delivery and offloading of various quantities of Dairy Products, on an "as and when requested basis" for the period of the Standing Offer, as required by the Stony Mountain Institution, Stony Mountain, Manitoba.

The period of this standing offer will be from Date of Issuance to July 31, 2020.

- 1.2.2 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

[B3000T](#) (2006-06-16), Equivalent 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).

Facsimile: (306) 975-5397

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

WST.CAL-Food@pwgsc-tpsgc.gc.ca

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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.

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005
File No. - N° du dossier
STN-9-42057

Buyer ID - Id de l'acheteur
STN201
CCC No./N° CCC - FMS No./N° VME

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 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 and one (1) soft copy, Excel File, by email to the following address WST.CAL-FOOD@pwgsc-tpsgc.gc.ca

Section III: Certifications (one (1) hard copy)

Section IV: Additional Information (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.

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: 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 B, Basis of Payment, and the following information.

Annex B – Basis of Payment (Excel file)

The Offerors will complete the List of Products using the Excel file and make sure that it has been properly filled out and contains all required information, **including any conversions** required to the requested formats.

That list, once printed, **will be submitted** as a hard (paper) copy with the other required documents, by epost Connect, facsimile or mail by the date, time and place indicated on page 1 of the Request for Standing Offer. **In addition**, a soft (electronic) copy **must** be sent by e-mail to: **WST.CAL-FOOD@pwgsc-tps.gc.ca** also by the date and time indicated on Page One of the Request for Standing Offer.

Offerors must submit firm prices for **90% of all items per category** listed in Annex "B".

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "X" 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.

Section IV: Additional Information

Offerors must provide their Current Cost Catalogue or Published Price list when requested to do so.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

By submitting an offer, the Offeror certifies that they are able to meet the requirements as specified in Annex A – Requirement.

Offeror must be found responsive on at least **90%** of the items in each individual food category in order to be given further consideration. Offers that do not meet this threshold of compliance will be deemed non-responsive. In order for an offered line item to be deemed responsive the following criteria must all be met:

i) Offered Pack Size:

The Offeror must provide either the requested pack size as outlined in Annex B – Basis of Payment excel spreadsheet or another acceptable variance. Offered pack sizes that vary less than +/- 10% from the requested format (i.e., both the size of the individual item and the overall weight/volume/count for the case) are acceptable by default.

In the event that a bidder cannot provide an item in a package size that falls within +/- 10% of that requested they may propose their closest alternate for consideration. Acceptance of said alternate is at the sole discretion of the Client. **Items that are offered in a pack size that varies more than +/- 10% of the requested format and that are deemed unacceptable by the Client will be considered non-compliant and will count against the 90% response rate.** Bidders have the option to contact the Standing Offer Authority identified in this document no later than seven (7) calendar days prior to the solicitation closing date with any alternatives pack size for consideration and preapproval should they wish.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Offeror **must** complete and submit with its offer, Annex B - Basis of Payment (Excel File). Offerors must submit firm prices for **90% of all items per category** listed in Annex B. Bids will be evaluated on like items only.

Offeror is 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.**

For example: if an item of issue requested is in weight, and the offered item is in volume or unit, the Offeror **must** provide conversion to weight.

RESPONSIVE		NON-RESPONSIVE	
Requested Format	Offered Format	Requested Format	Offered Format
KG, LBS, g	KG, LBS, g	KG, LBS, g	L, ML, OZ, CT, EA, PT
L, ML	L, ML	L, ML	KG, LBS, g, OZ, CT, EA, PT
OZ	OZ	OZ	KG, LBS, g, L, ML, CT, EA, PT
Count (CT), Each (EA)	CT, EA	CT, EA	KG, LBS, g, L, ML, OZ, PT
Pint (PT)	PT	PT	KG, LBS, g, L, ML, OZ, CT, EA,

Failure to do so may render the bid non-responsive without further consideration.

The price of the offer will be evaluated in Canadian dollars, Applicable taxes are excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges. Canadian customs duties and excise taxes included. Additional surcharges will not be accepted.

The financial evaluation will be limited to the line items that are evaluable between all responsive bidders. The price used in the evaluation will be the Total Evaluated Price which is calculated as follows: For each line item to be evaluated in Annex B Basis of Payment – Product List (Excel Spreadsheet) the Offeror's case price will be divided by the contents to determine a price per unit of measure. This price per unit will then be multiplied by the estimated number of units required for the year (determined by multiplying the number of units in a "Requested Format" case by the number of cases listed in the "Total Estimated Annual Usage" column for the line item). The resulting value will become the evaluated total for the line item. The sum of the evaluated totals for the line items will be determined by adding all of the values together to determine the total aggregated price of the offer.

If an item cannot be evaluated after bid closing due to size variations, it will be deleted from the bid evaluation.

4.1.2.2 Evaluation of Price

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

4.2 Basis of Selection

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

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

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/canada-labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".6

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 date of Issuance to July 31, 2020.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

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: _____

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 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)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____

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.

6.11 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.

6.12 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.

6.13 SACC manual Clauses

6.13.1 Price Adjustment – Milk

The prices detailed in the Standing Offer are subject to upward or downward adjustment to reflect the actual minimum wholesale prices for milk established by the provincial milk marketing board. A copy of the Offeror's notification of price increase or decrease from the provincial milk marketing board must be provided to the Standing Offer Authority.

At the Offeror's request, the Standing Offer will be revised to reflect the actual price of the increase or decrease, and will be evidenced, for administrative purposes only, through a revision to the standing offer completed by the Standing Offer Authority. The Offeror must not invoice at prices other than those specified in the Standing Offer.

6.13.2 Price Adjustment – Butter

The prices detailed in the Standing Offer are subject to upward or downward adjustment to allow for any increase or decrease in the support prices for butter established by the Canadian Dairy Commission. A copy of the Offeror's notification of price increase or decrease from the Canadian Dairy Commission must be provided to the Standing Offer Authority.

At the Offeror's request, the Standing Offer will be revised to reflect the actual price of the increase or decrease, and will be evidenced, for administrative purposes only, through a revision to the standing offer

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completed by the Standing Offer Authority. The Offeror must not invoice at prices other than those specified in the Standing Offer.

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.

To be determined

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

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of issuance to **(to be determined at time of call up)** 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 price(s) as specified in Annex B for a cost of **\$ to be determined**. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.4.2 Multiple Payments

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

6.4.3 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department

6.4.4 Electronic Payment of Invoices – Call-up

To be determined.

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

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

7.6 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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.5 Insurance

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

6.6 SACC Manual Clauses

[A9068C](#) (2010-01-11), Government Site Regulations
[B7500C](#) (2006-06-16), Excess Goods
[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

6.7 Inspection and Acceptance

The Project 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.

ANNEX "A"
REQUIREMENT

1. Requirement

Public Services and Procurement Canada (PSPC), on behalf of Correctional Services Canada, Stony Mountain Institution, has a requirement for a Regional Individual Standing Offer for the supply, delivery and offloading of various quantities of Dairy Products, on an "as and when requested basis" for the period of the Standing Offer.

2. Food Quality Specifications

All goods supplied must be in accordance with the Food Quality Specifications located at Publications.gc.ca

FQS # & Description	Catalogue #
FQS-18 Milk and Milk Products	D2-531/18-2018E-PDF
FQS-19 Cheese	D2-531/19-2018E-PDF
FQS-26 Butter and Margarine	D2-531/26-2018E-PDF
FQS-29 Ice Cream and Sorbets	D2-531/29-2018E-PDF

3. Standards

All food must comply with, but not limited to the following standards and regulations:

- a) The Canadian Food and Drug Regulations
- b) Canadian Food Inspection Agency Inspection Standards
- c) Canada Agriculture Products Act
- d) Canada Sanitation Code, as it relates to delivery vehicles

4. Delivery

4.1 Delivery Locations

The following locations are anticipated delivery points, however other locations may be required.

Deliveries must be made directly to the location detailed in Appendix 1 and the Call-up.

4.3 Period of Delivery

- a) Delivery is to be made Monday to Friday, 07:30 to 15:30 hours; unless prior arrangements have been made.
- b) Emergency deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost.
- c) The Offeror must advise the Project Authority within one (1) day of any delays and/or item shortage.

- d) The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery
- e) Delivery must be made within five (5) days from receipt of a Call-Up document, as per specified delivery date with the exception of special orders and/or detailed order status items.
- f) Deliveries must be made in accordance with the time and date indicated on the call-up document.
- g)** Drivers of delivery vehicles shall be provided with a pick-up receipt book
- h) Invoice should accompany shipment and detail the Standing Offer number.

4.3 Delivery Vehicle(s)

All goods must be delivered in vehicles which are clean, free of odours and free of any signs of rodent or insect activities.

The vehicle(s) utilized for the transportation must be considered as an extension of the company premises and as such the environment it presents must not put at risk the integrity of the food products.

All delivery vehicles must comply with or exceed the standards set out in the CFIA Food Transportation and Handling.

4.4 Delivery Slips

The Contractor must supply a delivery slip with each delivery. The delivery slip will be used to compare what was shipped, actual count of products shipped to the products ordered on the call-up to determine acceptance of order.

4.5 Back Orders

Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer.

4.6 Discontinued Product

All discontinued products must be reported to the Contracting Authority immediately. The Contractor must replace the discontinued product with a comparable one that is equal cost until the replacement product is agreed upon and approved.

4.7 Substitutions

The Contractor must supply the products in the size quoted and outlined in the Basis of Payment. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Contractor must notify the Standing Offer Authority to obtain their acceptance of the replacement size and prepare an amendment to reflect the change.

If the Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted.

Substitutions shall be clearly identified on the invoice. All discrepancies in the delivery of products shall be recorded on the bill of lading invoice.

4.8 Inspection and Acceptance

Final inspection and acceptance of product(s) rests solely with the consignee at the point of delivery. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects.

The consignee has the right to reject products at the time of delivery and unacceptable product(s) must be removed immediately by the Offeror.

The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description.

The site authority will identify any discrepancies and/or short shipments of products at the time of delivery. The Contractor must issue a credit for all discrepancies and/or short shipments of products within seven (7) working days.

Products which normally have expiry dates must have an expiration date of at least (1) one week or three (3) months past the delivery date as applicable to the commodity type.

4.9 Rejections

A Notice of Rejection will be completed when any aspect of the delivery does not comply with the specified quality standards, even if the shipment has been accepted. The rejection notice must be completed and submitted within 24 hours of acceptance. An unsatisfactory condition report will be initiated and sent to the contractor and PWGSC.

Rejected items discovered after delivery must be picked up and replaced within one (1) working day of notification of the rejection.

The Offeror agrees, upon notification of rejection, to replace any rejected item on the next scheduled food order delivery when still required by the Corrections Canada Food representative. If the rejected item is replaced it shall be in the same quantity and at the same cost as the original order. Discounting for damaged goods will not be accepted. The Consignee will have the right to reject products at the same time of delivery

Rejections also cover deliveries that are not completed in compliance with the delivery requirements under 4. Delivery.

4.10 Packaging

The Offeror is responsible for all costs for the supply, pickup, removal, disposal, and recycling of empty pallets and shipping containers.

Items must be packaged to prevent cross-contamination. Like items by category are encouraged to be placed together and different categories must be separated. For example, raw meat must not be packaged together with fresh mushrooms if the Offeror holds more than one Standing Offer and is delivering different categories at the same time.

The offeror must use every effort to utilize environmentally friendly packaging.

5. Call-Ups

5.1 Any special order and/or detailed order status items that are stocked or non-stocked items in the Offeror's warehouse requiring more than three (3) days' notice to deliver must be annotated in Annex B - Basis of Payment.

5.2 Acknowledgment of call-ups

- a. The Offeror must not proceed without receipt of a duly completed and authorized call-up.
- b. Confirmation of receipt of the order and of availability of items must be made within six (6) hours of the order being placed with the Offeror. Potential shortfalls in providing the specified food

commodities shall be immediately brought to the attention of the designated Stony Mountain Food Services representative.

6. Product Recall

All products that are recalled by a manufacturer must be returned to the Contractor. The Contractor must notify the Project Authority on the call-up immediately of any product which is subject to a product recall by a manufacturer. The Contractor must pick-up the product recall within twenty-four (24) hours of the recall notice. The Contractor must offer a comparable substitute product at no additional expense or provide a credit note for reimbursement of the recalled product

7. Miscellaneous Items

Miscellaneous items are items that are not specified in Annex B and are not required by the client on a regular basis.

Miscellaneous items will be paid in accordance with the % discount outlined in Annex B and the Offeror's regular, seasonal and sale catalogues or current published price lists in effect at the time of call-up.

The total amount of miscellaneous items incorporated on any call-up must not exceed 25% of the individual call-up total value (taxes included).

8. Greening

The Offeror is responsible for determining if pallets are used. If pallets are used, the Offeror must have a pallet tracking system in place. The Contractor must ensure that the number of pallets delivered to a location is the same number returned monthly. The Offeror must maintain a record of the number of pallets delivered to and returned by for each delivery location on a monthly basis. A copy of this record must be provided to the Contracting Authority monthly. Any discrepancy with the quantities of pallets delivered and returned on the record will be forwarded to the Contractor in writing within thirty (30) days after the last delivery date of month.

Any plastic used to wrap the pallets must be recyclable.

Provide Polyethylene Terephthalate and High-density polyethylene plastic containers when available.

Deliveries should be made in hybrid vehicles if the Contractor has hybrid vehicles in their fleet

8. Price List Updates

The pricing provided by the Offeror in Annex B is firm for the entire period of the Standing Offer, unless otherwise specified.

The Offeror can provide new pricing in accordance with the pricing rebid frequency and terms and conditions provided in Annex B-1

9. Quantities

The estimated quantities can be found in Annex "B" – Basis of Payment. The quantities provided are provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the crown.

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**APPENDIX 1
LOCATIONS**

Prairie Region

Area (City, township, main hub etc.)	Institution Name	Address for Delivery	Address for Billing
Stony Mountain	Stony Mountain Institution – Medium Consignee Number: 21510	Highway #7, PO Box 4500 Winnipeg, Manitoba, R3C 3W8	Highway #7, PO Box 4500 Winnipeg, Manitoba, R3C 3W8
Stony Mountain	Stony Mountain Institution – Minimum Consignee Number: 21511	Highway # 7, PO Box 72, Stony Mountain, Manitoba, R0C 3A0	Highway #7, PO Box 4500 Winnipeg, Manitoba, R3C 3W8

ANNEX "B"

BASIS OF PAYMENT

F.O.B. Correctional Services Canada, Stony Mountain Institution, Stony Mountain, MB as indicated in Annex A, including all ecology fees, deposits, offloading and fuel charges, Canadian customs duties and excise tax included. Additional surcharges will not be accepted. All delivery cost must be included in the cost of food ordered, unless it is ordered with less than 24 hours' notice given., or as indicated below in Section B.

1. Firm prices must be in Canadian dollars, applicable taxes excluded, FOB destination, including all fees, as applicable (environmental levy, deposits, delivery, offloading and fuel charges.) Applicable taxes, environmental levy fees, and deposits will be shown as separate line items on any resulting invoices.

Pricing must be provided for **ninety (90%) (10 of 11 line items)** of all line items per category on the product lists in Annex B - Basis of Payment and must be maintained throughout the duration of the Standing Offer.

Failure to provide pricing for a minimum of **90% (10 of 11 line items)** of the items will render the offer non-compliant without further consideration being given.

2. **Provincial Milk Marketing Board Price Adjustments**

PWGSC will follow the Price Adjustment process for Milk and Butter items as detailed in A. Standing Offer, Article 6.14 SACC Clauses. The PWGSC Contracting Authority will only accept a copy of the Offeror's notification of price increase or decrease issued from the provincial milk marketing board. Documents from the Offeror's distributors will not be accepted.

The Standing Offer will be revised to reflect the actual price of the increase or decrease as indicated from the provincial milk marketing board and will not take into account any other price increases.

3. Offered format must allow for conversion to the requested format without clarification. Please see charts below for examples.

RESPONSIVE	
Requested Format	Offered Format
KG, LBS, g	KG, LBS, g
L, ML	L, ML
OZ	OZ
Count (CT), Each (EA)	CT, EA
Pint (PT)	PT

3. Line items that are not provided in a

NON-RESPONSIVE	
Requested Format	Offered Format
KG, LBS, g	L, ML, OZ, CT, EA, PT
L, ML	KG, LBS, g, OZ, CT, EA, PT
OZ	KG, LBS, g, L, ML, CT, EA, PT
Count (CT), Each (EA)	KG, LBS, g, L, ML, OZ, PT
Pint (PT)	KG, LBS, g, L, ML, OZ, CT, EA

format that can be converted to the requested format using only the information provided in the offer, will be:

- deemed non-responsive;
 - given no further consideration; and
 - deducted from the responsive line item count.
4. Pricing is to remain valid from date of issuance of the Standing Offer for a period of one year.
- This period is in addition to the bid validity period identified under Part 5, article 5.4, Standard Instructions, Clauses and Conditions.
5. **The estimated usage provided in the Excel Spreadsheet is for evaluation purposes only and does not form part of any resulting Standing Offer.**
6. Should there be an error in the extended pricing of the offeror's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer will be changed to reflect the quantities stated in the Basis of Payment.
7. Total usage of Miscellaneous Off-List items (not specified in the Product list at Annex B, Section A. must not exceed **25%** of the estimated total value of the SOA. Any charges for off-list items are to be invoiced as a separate line item.

Section A Product List

As per Excel spreadsheet.

Section B Delivery charges including offloading and fuel charges

- a) **The Fee for delivery on weekends or federally recognized statutory holidays:**
- i. To Stony Mountain Institution, MB
- \$ _____ (x3 deliveries) **(To be completed by Offeror, if not completed, it will be assumed the fee is \$0.00)**
- b) **The Fee for delivery with less than 24 hours' notice**
- i. To Stony Mountain Institution, MB
- \$ _____ (x3 deliveries) **(To be completed by Offeror, if not completed, it will be assumed the fee is \$0.00)**
- c) **The Fee for same day delivery when/if requested:**
- i. To Stony Mountain Institution, MB
- \$ _____ (x3 deliveries) **(To be completed by Offeror, if not completed, it will be assumed the fee is \$0.00)**

The cost of deliveries for the location will be multiplied by three and added to the total evaluated price from Annex B, Part A to obtain the total evaluated price for this solicitation.

Section C Off-List Items

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If the Call-up Authority requests an item, which is not specified in the Product list at Annex B, Section A, the Standing Offer Holder's price is to be in accordance with the Contractor's Standard Commercial Rate, less a discount of _____%. **(To be completed by Offeror)**

(See Attached Excel Spreadsheet for Basis of Payment)

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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: TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.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: _____

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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)