

**RETURN OFFERS TO:
RETOURNER LES OFFRES A :**

Bid Receiving/Réception des sousmissions

RCMP Procurement and Contracting
80 Garland Avenue, Mailstop H066
80, avenue Garland, Casier postal H066
Dartmouth, Nova Scotia – Nouvelle-Écosse
B3B 0J8

**REQUEST FOR
STANDING OFFER**

Regional Individual Standing Offer

**DEMANDE D'OFFRES
À COMMANDES**

Offre à commandes individuelle et régionale (OCIR)

Proposal to: Royal Canadian Mounted Police

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Gendarmerie royale du Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries:

This document does not contain a security requirement

Ce document ne contient pas d'exigence de sécurité

Title – Sujet Prisoner Meals RCMP Det. Happy Valley-Goose Bay , NL		Date June 22 , 2020
Solicitation No. – N° de l'invitation M1000-1-0670		
Client Reference No. - No. De Référence du Client		
Solicitation Closes – L'invitation prend fin		
At / à :	1200 HRS	ADT (Atlantic Daylight Time) HAA (heure avancée de l'Atlantique)
On / le :	August 06 , 2020 (2020-08-06)	
Delivery - Livraison See herein — Voir aux présentes	Taxes - Taxes See herein — Voir aux présentes	Duty – Droits See herein — Voir aux présentes
Destination of Goods and Services – Destinations des biens et services See herein — Voir aux présentes		
Instructions See herein — Voir aux présentes		
Address Inquiries to – Adresser toute demande de renseignements à Ross Hartinger- Procurement Officer		
Telephone No. – No. de téléphone 902-720-5121	Facsimile No. – No. de télécopieur 902-426-7136	
Delivery Required – Livraison exigée See herein — Voir aux présentes	Delivery Offered – Livraison proposée	
Vendor/Firm Name, Address and Representative – Raison sociale, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. 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

- 1.1. Introduction
- 1.2. Summary
- 1.3. Debriefings
- 1.4. Recourse Mechanisms

PART 2 - OFFEROR INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Offers
- 2.3. Enquiries - Request for Standing Offers
- 2.4. Applicable Laws
- 2.5. Promotion of Direct Deposit Initiative

PART 3 - OFFER PREPARATION INSTRUCTIONS

- 3.1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1. Certifications Required Precedent to Issuance of a Standing Offer and Additional Information

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

- 6.1. Offer
- 6.2. Security Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Standing Offer
- 6.5. Authorities
- 6.6. Proactive Disclosure of Contracts with Former Public Servants
- 6.7. Identified Users
- 6.8. Call-up Procedures
- 6.9. Call-up Instrument
- 6.10. Limitation of Call-ups
- 6.11. Financial Limitation
- 6.12. Priority of Documents
- 6.13. Procurement Ombudsman
- 6.14. Certifications and Additional Information
- 6.15. Applicable Laws

B. RESULTING CONTRACT CLAUSES

- 7.1. Statement of Work
- 7.2. Standard Clauses and Conditions



- 7.3. Term of Contract
- 7.4. Proactive Disclosure of Contracts with Former Public Servants
- 7.5. Payment
- 7.6. Invoicing Instructions
- 7.7. Insurance

List of Annexes:

- Annex A - Statement of Work
- Annex B - Basis of Payment



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

1.2 Summary

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

1.2.2 Period of the Standing Offer from September 1, 2020 to August 31, 2020.

1.2.3 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), Canadian Free Trade Agreement (CFTA), Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, Canada-Ukraine Free Trade Agreement, Canada-Chile Free Trade Agreement, Canada-Columbia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada Korea Free Trade Agreement and The World Trade Organization Agreement (WTO).



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 Recourse Mechanisms

If you have any concerns relating to the procurement process, please refer to the Recourse Mechanisms page on the Buyandsell.gc.ca website. Please note that there are strict deadlines for filing complaints with the Canadian International Trade Tribunal (CITT) or the Office of the Procurement Ombudsman (OPO).

<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/recourse-mechanisms>

<http://opo-boa.gc.ca/plaintesurvol-complaintoverview-eng.html>

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>) issued by Public Works and Government Services Canada.

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

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

The 2006 (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.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Offers

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



Tenders MUST be submitted in a SEALED Envelope, clearly marked "TENDER for Prisoner Meals, Happy Valley-Goose Bay Detachment. Solicitation Number M1000-1-0670, Attention: Ross Hartinger – Procurement Officer.

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

NOTE: The RCMP has not been approved for offer submission by epost Connect service.

2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than three (3) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4. Applicable Laws

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

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

2.5 Promotion of Direct Deposit Initiative

The following information is not related to the solicitation process:

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

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

Should you have any questions regarding the Cheque Standardization Project or if you want to register, please contact the following email: corporate_accounting@rcmp-grc.gc.ca



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

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

Section I: Technical Offer two (2) hard copies

Section II: Financial Offer one (1) hard copies

Section III: Certifications one (1) hard 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 their hard copy offer.

- a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<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. The technical offer must include a copy of the proposed menu.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment detailed below, Annex B, Basis of Payment. The total amount of applicable taxes must be show separately.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation,

Section III: Certifications

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

4.1.2.1

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

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and 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 Precedent to Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to



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

5.1.1 Integrity Provisions

In accordance with the section titled Information to be provided when bidding, contracting, or entering into a real property agreement subject to 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:

- Declaration of Convicted Offences - Integrity Declaration Form (as applicable)
- Required Documentation (List of names for integrity verification form)

Please see the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html) website for further details (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaires-forms-eng.html>).

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.1.3.1 Former Public Servant

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

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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



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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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



PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

6.2 Security 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.

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

6.3.1 General Conditions

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

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

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional twelve (12) month periods, from _____ and from _____ under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer. The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 14 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

-



6.4.3 Delivery Points

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

6.5. Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ross Hartinger
Title: Procurement Officer
Royal Canadian Mounted Police
Directorate: Corporate Management Branch
Address: 80 Garland Avenue Mailstop H066
Dartmouth NS
B3B 0J8
Telephone: 902-720-5121
Facsimile: 902-426-7136
E-mail address: ross.hartinger@rcmp-grc.gc.ca

The Standing Offer Authority is responsible for the establishment and administration of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

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



6.5.3 Offeror's Representative

Name of Authorized Representative: _____
Legal Company Name: _____
Operating Name _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

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

The RCMP Standing Offer Project Authority listed herein.

6.8 Call-up Procedures

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.

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 may be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
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, and acceptance of those terms;
 - 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.



6.9 Call-up Instrument

- The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer*.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000 (Applicable Taxes included).

6.11 Financial Limitation

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

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

6.12 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) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated _____ "as clarified on" _____.

6.13. Procurement Ombudsman

6.13.1 Dispute Resolution Services

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 30 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the *Department of Public Work and Government Services Act* and Section 23 of the *Procurement Ombudsman Regulations*.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 , by e-mail at boa.opo@boa-opo.gc.ca, or by web at www.opo-boa.gc.ca.

6.13.2 Contract Administration



The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.14 Certifications and Additional Information

6.14.1 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.

6.15 Applicable Laws

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

PART 7. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C(2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

The term of the contract is from _____ to _____. There are two additional option years.

7.3.1 Delivery Date

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



7.4 Proactive Disclosure of Contracts with Former Public Servants

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

7.5 Payment

7.5.1 Basis of Payment

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

7.5.2 SACC Manual Clauses

A9117C – Direct Request by Customer Department

7.6 Invoicing Instructions

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

7.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – **No Specific Requirements**



ANNEX "A" - STATEMENT OF WORK

STATEMENT OF WORK

TITLE: PRISONER MEALS
LOCATION: RCMP HAPPY VALLEY-GOOSE BAY, LABRADOR DETACHMENT

REQUIREMENT:

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

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

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

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

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

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

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

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

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

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

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

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



ANNEX "A"

STATEMENT OF WORK (CONTINUED)

MEAL COMPOSITION:

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

Each meal must contain at least:

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

Note: Potatoes count as a vegetable.

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

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

SHIPPING REQUIREMENTS:

Where applicable, suppliers are encouraged to:

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

SPECIAL INSTRUCTION:

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



ANNEX "B" - BASIS OF PAYMENT

BASIS OF PAYMENT

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

PRICING TABLE

MEALS INCLUDING DELIVERY	Unit of Measure	Unit Price (a)	Estimated Annual Quantity (b)	Extended Price (a) X (b)
September, 2020 – August,2021				
Breakfast	Per meal	\$	750	\$
Lunch	Per Meal	\$	750	\$
Supper	Per Meal	\$	650	\$
Delivery charge outside of normal meal times	Per Delivery	\$	50	\$
Option Year One (1) : September,2021 – August,2022				
Breakfast	Per Meal	\$	750	\$
Lunch	Per Meal	\$	750	\$
Supper	Per Meal	\$	650	\$
Delivery charge outside of normal meal times	Per Delivery	\$	50	\$
Option Year Two (2) : September,2022 – August,2023				
Breakfast	Per Meal	\$	750	\$
Lunch	Per Meal	\$	750	\$
Supper	Per Meal	\$	600	\$
Delivery charge outside of normal meal times	Per Delivery	\$	50	\$
			Total	\$
			HST	\$
Total including HST				\$

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