



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/
See herein

NA
Québec
NA

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7^e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet RISO Misc Grocery Products	
Solicitation No. - N° de l'invitation 21301-219612/C	Date 2021-03-05
Client Reference No. - N° de référence du client 21301-219612	GETS Ref. No. - N° de réf. de SEAG PW-\$MTA-340-16095
File No. - N° de dossier MTA-0-43025 (340)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-03-24 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Doucette, Andy	Buyer Id - Id de l'acheteur mta340
Telephone No. - N° de téléphone (514)605-3829 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: SERVICE CORRECTIONNEL DU CANADA Adresses variées Québec Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This bid solicitation cancels and supersedes previous bid solicitation number 21301-212612/B dated 2021/02/10 with a closing of 2022/02/09 at 14:00 Eastern Standard Time (EST). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.4 APPLICABLE LAWS	5
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	5
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	5
3.1 OFFER PREPARATION INSTRUCTIONS.....	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES	6
4.2 BASIS OF SELECTION – MULTIPLE ITEMS	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	7
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	7
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	8
N/A.....	8
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	8
A. STANDING OFFER	8
7.1 OFFER	8
7.2 SECURITY REQUIREMENTS	8
7.3 STANDARD CLAUSES AND CONDITIONS.....	8
7.4 TERM OF STANDING OFFER.....	9
7.5 AUTHORITIES	9
7.6 IDENTIFIED USERS	10
7.7 CALL-UP INSTRUMENT	10
7.8 LIMITATION OF CALL-UPS.....	10
7.10 PRIORITY OF DOCUMENTS	11
7.11 CERTIFICATIONS AND ADDITIONAL INFORMATION	11
7.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)	11
B. RESULTING CONTRACT CLAUSES	11
7.1 REQUIREMENT	12
7.2 STANDARD CLAUSES AND CONDITIONS.....	12
7.3 TERM OF CONTRACT	12
7.4 PAYMENT	12
7.5 INVOICING INSTRUCTIONS	12
7.6 INSURANCE	13

Solicitation No. - N° de l'invitation
21301-219612/C
Client Ref. No. - N° de réf. du client
21301-21-9612

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43025

Buyer ID - Id de l'acheteur
MTA-340
CCC No./N° CCC - FMS No./N° VME

7.7	DISPUTE RESOLUTION	13
7.8	SACC <i>MANUAL</i> CLAUSES	13
ANNEX "A"	.....	14
	REQUIREMENT	14
ANNEX A-1	.....	16
ANNEX A-2	.....	17
ANNEX A-3	.....	18
ANNEX A-4	.....	20
ANNEX « D »	.....	22
	ELECTRONIC PAYMENT INSTRUMENTS	22
ANNEX « E »	.....	23
	COMPLETE LIST OF COMPANY BOARD OF DIRECTORS	23
ANNEX « F »	.....	24
	REQUEST TO ACCESS A CORRECTIONAL SERVICE CANADA FACILITY	24

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes.

1.2 Summary

1.2.1 Requirement

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

The proposed term of the RISO is 18 months from the date of issue divided into 3 periods of 6 months each. An offer must be submitted for each 6 month period.

A supplier may be granted a RISO for more than one region.

PWGSC reserves the right de issue up to 3 RISO per term and per region should this be more advantageous for Canada.

Offerors must 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.

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>) 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](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted only to 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:

PWGSC Québec Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

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

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 Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

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

2.3 Enquiries - Request for Standing Offers

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

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

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically in accordance with section 08 of the [2006](#) standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer must be gathered per section and separated as follows:

Section I: Financial Offer
Section II: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

Section I: Financial Offer

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

Section II: Certifications

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

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

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 Financial Evaluation

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

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

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

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

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

4.1.2 Evaluation of price

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

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

4.2 Basis of Selection – Multiple items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an item by item basis **or** an aggregate basis (whichever is more beneficial for Canada) will be recommended for issuance of a standing offer.

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation (See Annex E)

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

N/A

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting – MANDATORY

The Offeror must compile and maintain records on its provision of goods to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

Solicitation No. - N° de l'invitation
21301-219612/C
Client Ref. No. - N° de réf. du client
21301-21-9612

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43025

Buyer ID - Id de l'acheteur
MTA-340
CCC No./N° CCC - FMS No./N° VME

The Offeror must provide **every period of 6 months**, reports on use of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports must be submitted on the appropriate document, which will be provided to the Offeror by the Standing Offer Authority, and forwarded no later than fifteen (15) days after the designated reporting period. Reports have to be sent to the following address:

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

7.4 Term of Standing Offer

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

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

7.4.2 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Andy Doucette

Procurement Agent
Public Works and Government Services Canada
Acquisitions Branch
800, rue de la Gauchetière West, Suite 7300
Montréal, Québec H5A 1L6
Telephone: (514) 605-3829
Email address: andy.doucette@tpsgc.gc.ca

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

7.5.2 Project Authority

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

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

General enquiries

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

Delivery follow-up

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

7.6 Identified Users

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

7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Deliveryor
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8 Limitation of Call-ups

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

7.9 Financial Limitation – Total *(will be completed at the issuance of the Standing Offer)*

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ *(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 _____ 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.

7.10 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) apply to and form part of the Contract;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment – List of Products;
- g) Annex C, Delivery Addresses;
- h) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s) if applicable.*)

7.11 Certifications and Additional Information

7.11.1 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.

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

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

7.13 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.

B. RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

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

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid **firm unit prices as specified** in Annex B. Customs duties are included and Applicable Taxes are extra.

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

7.4.2 Single Payment

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

7.4.3 SACC *Manual* Clauses

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

7.4.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

7.5 Invoicing Instructions

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

7.6 Insurance

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

7.7 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

7.8 SACC Manual Clauses

- [A2000C](#) (2006-06-16) - Foreign Nationals (Canadian Contractor)
- [A9068C](#) (2010-01-11) - Government Site Regulations
- [B7500C](#) (2006-06-16) - Excess Goods
- [C3601C](#) (2010-01-11) - Price Adjustment – Milk
- [C3602C](#) (2008-05-12) - Price Adjustment – Butter
- [D0014C](#) (2007-11-30) - Delivery of Fresh Chilled or Frozen Products
- [D0018C](#) (2007-11-30) - Delivery and Unloading
- [D3004C](#) (2007-11-30) - Type of Transport
- [D3007C](#) (2007-11-30) - Inspection and Stamping

ANNEX "A"

REQUIREMENT

DESCRIPTION:

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

IDENTIFIED USERS:

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

PERIOD OF STANDING PROPOSAL:

The period of the Standing Offer is for a term of 18 months from the date of issue, divided into 3 periods of 6 months each.

FOOD QUALITY SPECIFICATIONS (FQS)

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

<http://publications.gc.ca/site/eng/search/search.html?st=1&ssti=1&ast=food+quality+specifications+food+purchased+by+federal+government+departments&cnst=& e=on& f=on& adof=on>

DELIVERY

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

Annex A-1	Requirement	Federal Training Centre (FTC) – Site 600
Annex A-2	Requirement	Federal Training Centre (FTC) – Site 6099
Annex A-3	Requirement	Archambault Institution (Ste-Anne-des Plaines)
Annex A-4	Requirement	Cowansville Institution

DELIVERY OF FRESH CHILLED OR FROZEN PRODUCTS

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

LIABILITY FOR DEFECTIVE PRODUCTS

If, following acceptance of a product or over the course of its use, it is determined that the product does not meet the purchase description nor the norms or specifications referred, the Contractor will be required to take back the items that are defective at its own expense and offer a credit on the price of the product

Solicitation No. - N° de l'invitation
21301-219612/C
Client Ref. No. - N° de réf. du client
21301-21-9612

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43025

Buyer ID - Id de l'acheteur
MTA-340
CCC No./N° CCC - FMS No./N° VME

based on the severity of the defect. In addition, Canada may use the provisions set out in the PWGSC General Terms and Conditions.

OTHER PRODUCTS

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

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

MINIMUM CALL-UP VALUES FOR DELIVERY

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

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

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

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

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

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

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

ANNEX A-1

HOUSE UNITS

Federal Training center (FTC) site 600

The supplier will receive sixteen (16) orders per week send on Monday PM, for delivery the next week. There are sixteen (16) house units in the institution, occupied by a maximum of eight (8) or nine (9) occupants each (for a maximum of 130 people).

The goods should be delivered at FTC site 600 in one identified package per house unit, not in bulk. One invoice will be issued, which will show the amounts for the sixteen (16) house units. The goods will have to be separated in three categories: dry, refrigerated and frozen. The frozen goods need to be in their original state.

Centre fédéral de formation – Site 600

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

The supplier will deliver the goods once a week in the morning: on Thursday at 8:30 for unit 1 (for ten orders) and unit 2 (for six orders).

Delivery time will have to be respected.

The delivery day may change following an Institution agreement.

The delivery person will stay for the verification. If anomalies are detected, the supplier will make the necessary corrections within 24 hours. A period of approximately 1.5 hours is required for the verification.

Solicitation No. - N° de l'invitation
21301-219612/C
Client Ref. No. - N° de réf. du client
21301-21-9612

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43025

Buyer ID - Id de l'acheteur
MTA-340
CCC No./N° CCC - FMS No./N° VME

ANNEX A-2

HOUSE UNITS

Federal Training center (FTC) site 6099

The supplier will receive twelve (12) orders per week on Wednesday for delivery the next week. There are twelve (12) house units in the institution, occupied by a maximum of eight (8) people (for a maximum of 96 people).

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

Federal Training center (FTC) site 6099

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

The supplier will deliver the goods once a week on Wednesday at 9:00 am. Vehicles that deliver at this address should not exceed 13 feet (13') in height.

Delivery time will have to be respected.

The delivery day may change following an Institution agreement.

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

ANNEX A-3

SGMP (Small Group Meal Program)

Archambault minimum institution

Specifications

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

Solicitation No. - N° de l'invitation
21301-219612/C
Client Ref. No. - N° de réf. du client
21301-21-9612

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43025

Buyer ID - Id de l'acheteur
MTA-340
CCC No./N° CCC - FMS No./N° VME

Delivery address:

Regional food production center, Archambault institution – Minimum

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

Closed between 12h00 to 12h30. Deliveries will be accepted until 15h00 Monday to Friday.

ANNEX A-4

SGMP (Small group Meal Program)

Cowansville Institution

Specifications

- The merchandise will be sent to SGMP during the week, according to the needs and demands of the sector.
- Brands names have to be favored. If the product is not available, the supplier is committed to offer a product with the same quality and same size at the same price.
- The supplier has to take off all printed prices on each product. This is to be sure that there is no complication and no confusion between the SGMP price and the supplier price.
- Product packaged by supplier must have a label indicating: the product name, weight and size, expiration date and the freezing date, if applicable.
- All items have to be separate in three categories: dry stock, refrigerated product and frozen product on well identified pallets. And the pallets must never exceed five feet in height and width. That includes the wood pallet.
- When the delivery of the pallets come in, they have to be separated for each sector; pallets for SGMP sector and pallets for the central kitchen.
- Frozen and deep freeze products should arrive frozen and without burn and ice crystals on it.
- Products **packaged** by the supplier for freezing must be made with fresh and healthy food.
- Products **packaged** by the supplier for freezing must be frozen at -18°C no later than 1 month before delivery to the SGMP.
- Products **packaged** by the supplier for freezing shall be individually vacuum packaged, depending on the items ordered.
- Milk products delivered must have a minimum of two weeks shelf life before expiry date.
- The dry products (shelved) delivered must have a minimum of three months shelf life before expiry date.
- Fresh products such as fruits and vegetables must be fresh, healthy and in perfect condition.
- Missing products on the delivery day have to be replaced and/or returned within a 24 hour delay.
- The food has to be delivered in a clean and refrigerated truck.
- All food should be delivered in plastic bins or clean cardboard boxes. Coolers are recommended for the transporting and handling of frozen products.
- The invoice must include the total of purchases, the delivery date, the purchase order number and an invoice number. This will be given by the driver when he delivers the order.
- The supplier must advise the SGMP manager in writing at least three weeks in advance of any price changes or format changes.
- The delivery (FAB destination) charge must be included in the price of goods or items.

Solicitation No. - N° de l'invitation
21301-219612/C
Client Ref. No. - N° de réf. du client
21301-21-9612

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43025

Buyer ID - Id de l'acheteur
MTA-340
CCC No./N° CCC - FMS No./N° VME

Delivery address:

Cowansville institution

400 Fordyce road
Cowansville, Québec, Canada
J2K 3N7

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

Solicitation No. - N° de l'invitation
21301-219612/C
Client Ref. No. - N° de réf. du client
21301-21-9612

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43025

Buyer ID - Id de l'acheteur
MTA-340
CCC No./N° CCC - FMS No./N° VME

ANNEX « D »

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI).

ANNEX « F »

REQUEST TO ACCESS A CORRECTIONAL SERVICE CANADA FACILITY

Request to access a federal institution

PERSONAL INFORMATION

Surname: _____ Full name: _____

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

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

Street: _____ City: _____

Province: _____ Postal code: _____

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

GENERAL INFORMATION

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

No Yes If so, which?

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

No Yes If so, what is the name?

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

No Yes If so, what is the name?

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

Solicitation No. - N° de l'invitation
21301-219612/C
Client Ref. No. - N° de réf. du client
21301-21-9612

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43025

Buyer ID - Id de l'acheteur
MTA-340
CCC No./N° CCC - FMS No./N° VME

No Yes If so, for which institution?

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

Name of your employer / educational institution?

Name of the employee responsible for the visit:

Privacy act statement

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

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

Applicant signature: _____ Date: _____

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

RESERVED FOR THE PREVENTIVE SECURITY DEPARTMENT

Institution: _____

Access to the institution granted: No Yes

Name of Security intelligence officer: _____