



Solicitation No. - N° de l'invitation  
21501-215455/C  
Client Ref. No. - N° de réf. du client  
21501-215455

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-0-43156

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

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This request for standing offers (RFSO) cancels and supersedes previous RFSO number **215014-215455/B** dated **January 19, 2022** with a closing of **February 22, 2022 at 2:00 pm CDT**.

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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 six parts plus attachments and annexes, as follows:

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

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

### 1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC), on behalf of Correctional Services Canada, has a requirement for geographically zone based Regional Individual Standing Offers (RISO) for the supply and delivery of Fresh Produce on an as and when requested basis.
- 1.2.2 The period of the Standing Offers will be for **one, six-month period:**  
**From date of issuance to September 30, 2022,**  
with applicable refresh and rebid periods as indicated in Annex A and Annex B of this document.
- 1.2.3 **There will be one Standing Offer awarded per zone**, if one supplier is successful in more than one zone, then the awards will be combined for that supplier. Otherwise there will be one Standing Offer issued for this requirement for each zone for each three-month period.
- 1.2.4 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **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.

### **1.5 Anticipated migration to Regional Master Standing Offers (RMSO)**

If a RMSO is issued for any of the commodities prior to the expiry date of the standing offer issued from this solicitation, this standing offer will be set aside to move to the Regional Master Standing Offer (RMSO) for all sites affected by the RMSO.

## 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](#) (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.

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 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 Western Region Bid Receiving Unit

Only offers submitted using epost Connect service or fax will be accepted.

The Offeror must send an email requesting to open an epost Connect conversation to the following address:

[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@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.**

**Offerors shall submit their electronic (Excel) copy of their financial offer with their Epost Connect offer.**

Bids can be faxed to: **(418) 566-6167.**

**Offerors must submit their electronic (Excel) copy of their financial offer to [TPSGC.ROPaequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPaequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca) by the date and time indicated on page 1 of the RFSO for their faxed offer.**

**Transmission of offers by hardcopy 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 ten (10) 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 Alberta, Saskatchewan and 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.

### 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**

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

Section I: Financial Offer  
Section II: Certifications

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

#### **Section I: Financial Offer**

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

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

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

**Section II: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Financial Evaluation

##### 4.1.1.1 Mandatory Financial Criteria

- i. The Offeror must submit with its offer, pricing in accordance with Annex B – Basis of Payment, in Canadian Funds;
- ii. The Offeror must provide a maximum mark-up percentage for Special Orders. If left blank an amount of 0% will be assumed and used in any resultant Standing Offer;
- iii. Pricing must be provided for **eighty five percent (85%) of all line items for each zone** 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 **85%** of the items will render the offer non-compliant without further consideration being given.

- iv. Offers will be evaluated based on prices detailed in Annex B – Basis of Payment;

#### v. Rebid

- a. the standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation.
- b. Offerors should submit the entire solicitation document as this is an open, competitive process, and the evaluation will be completed as it was in the first solicitation closing.
- c. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

##### 4.1.2.1 Evaluation of Price

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 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's) 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.

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### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Board of Directors Certification**

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "E" Additional Certification Information 1. Board of Directors.

#### **5.2.3.2 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "E" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **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".

#### **6.2 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 entitled Standing Offer Usage Reporting Form. 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 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 September 30, 2022**.

### **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  
Acquisitions Branch  
101 22<sup>nd</sup> St E, Suite 110  
Saskatoon, SK S7K 0E1

Telephone: 306-241-5742  
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**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer is Correctional Services Canada, Various Institutions.

## 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 **\$40,000.00** (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](#) (2020-05-28), General Conditions: Goods (Medium complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reporting Form;
- h) Annex D, Supplier Quality Assurance, Notification of Rejection/Discrepancy;
- i) 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 Alberta.

### **6.12 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to 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 Transition to Regional Master Standing Offers (RMSO)**

During the period of the Standing Offer, Canada may transition to a Regional Master Standing Offer (RMSO) for each commodity for more efficient management of the commodities for any or all of the SO's issued for the applicable goods.

Canada reserves the right, to set aside any standing offer issued per commodity and/or zone to move to the RMSO format as they are issued.

Canada agrees to provide the Offeror with **at least** a one-month notice to allow for any measures necessary for the integration of into the RMSO.

## **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 (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

#### **To be Determined**

Section 16 Interest on Overdue Accounts, of 2010A (2020-05-28), 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 **to be determined at 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 prices, as specified in Annex B and identified in the Call-up. 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.

#### **6.4.3 Single Payment**

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

#### **6.4.4 Electronic Payment of Invoices – Call-up**

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

#### **To Be Determined**

- 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)

## 6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.6 Insurance

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

## 6.7 SACC Manual Clauses

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
[A9068C](#) (2010-01-11) Government Site Regulations  
[D3007C](#) (2007-11-30) Inspection and Stamping  
[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

## 6.8 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 Requirement 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.

## 6.9 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](#)".

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**ANNEX " A "**  
**REQUIREMENT**

**1. Requirement**

Public Works and Government Services Canada (PWGSC), on behalf of Correctional Services Canada, has a requirement for geographically zone based Regional Individual Standing Offers (RISO) for the supply and delivery of Fresh Produce on an as and when requested basis.

**Food Product Categories**

- a) Fresh Produce

**2. Food Quality Specifications**

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

<b><i>FQS # &amp; Description</i></b>	<b><i>Catalogue # English</i></b>
<i>FQS-10 Fresh Fruit</i>	<i>D2-531/10-2018E-PDF</i>
<i>FQS-11 Fresh Vegetables</i>	<i>D2-531/11-2018E-PDF</i>

**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 Zones**

The Western Region has been divided into the following delivery zones:

**Zone 1 – Western Alberta**

– postal codes starting with **TOE**

**Zone 2 – Central Alberta**

– postal codes starting with **T5S, T5Y, T0C, T4G, T0J**

**Zone 3 – Southern Alberta**

**N/A**

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**Zone 4 Saskatchewan**

– postal codes starting with **S7K, S6V, S0K**

**Zone 5**

**N/A**

**Zone 6 Manitoba**

– postal codes starting with **R3C**

**4.2 Delivery Locations**

- 4.2.1 Delivery is required throughout the entire zone(s) the Contractor holds a Standing Offer(s);
- 4.2.2 The locations identified in Appendix 1 to Annex A are anticipated delivery points, however other locations may be required;
- 4.2.3 Deliveries must be made directly to the location detailed in the Call-up

**4.3 Period of Delivery**

- 4.3.1 Deliveries must be made in accordance with the time and date indicated on the call-up document;
- 4.3.2 Delivery must be made within seventy-two (72) hours from receipt of a Call-Up document;
- 4.3.3 Emergency deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost;
- 4.3.4 The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery;
- 4.3.5 Deliveries for Miscellaneous Items must be made within 7 calendar days. This time frame has been established as a general timeframe for all non-stocked items. Government departments must contact their suppliers in advance in order to determine if the lead time of 7 days can be met. If not, the Contractor must contact the client department to identify the most realistic time frame and provide a reason for the delay.

**4.4 Delivery Vehicle(s)**

- 4.4.1 All goods must be delivered in vehicles which are clean, free of odours and free of any signs of rodent or insect activities;
- 4.4.2 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.

**4.5 Delivery Slips**

- 4.5.1 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.

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#### **4.6 Back Orders**

- 4.6.1 Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer;
- 4.6.2 Items must not be short shipped when the entire quantity ordered is not available. All items ordered must be processed on a fill or kill basis.

#### **4.7 Discontinued Product**

- 4.7.1 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. The replacement produce must be approved by the Project Authority and Contracting Authority.

#### **4.8 Substitutions**

- 4.8.1 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;
- 4.8.2 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.

#### **4.9 Inspection and Acceptance**

- 4.9.1 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;
- 4.9.2 The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description;
- 4.9.3 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.

#### **4.10 Rejections**

- 4.10.1 Rejected items discovered after delivery must be picked up and replaced within one (1) working day of notification of the rejection;
- 4.10.2 Rejections also cover deliveries that are not completed in compliance with the delivery requirements under 4. Delivery.

#### **4.11 Packaging**

- 4.11.1 The Contractor is responsible for all costs for the supply, pickup, removal, disposal and recycling of empty pallets and shipping containers;
- 4.11.2 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 Contractor holds more than one Standing Offer and is delivering different categories at the same time;

4.11.3 The Contractor must use every effort to utilize environmentally friendly packaging.

#### **4.12 Access to Correctional Service Canada (CSC)**

4.12.1 The Contractor must ensure that delivery staff carry proof of identity at all times, or they will be denied access to the location.

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

4.12.3 Under the authority of the Corrections and Conditional Release Act, personal information is collected in order to authorize access to a federal institution.

### **5. Call-Ups**

#### **5.1 Acknowledgment of call-ups**

5.1 The Contractor must not proceed without receipt of a duly completed and authorized call-up;

**5.2 The Contractor must acknowledge receipt of each call-up by noon the next business day.**

#### **5.2 Minimum Call-Up**

5.2.1 There is no minimum call-up limit and no minimum shipment due to limited storage areas

### **6. Product Recall**

6.1 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**

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

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

7.3 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**

8.1 The Contractor 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 Contractor 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.

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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;

- 8.2 Any plastic used to wrap the pallets must be recyclable;
- 8.3 Provide Polyethylene Terephthalate and High-density polyethylene plastic containers when available;
- 8.4 Deliveries should be made in hybrid vehicles if the Contractor has hybrid vehicles in their fleet;
- 8.5 Contractors facilities should use LED lighting.

**9. Price List Updates**

- 9.1 The pricing provided by the Contractor in Annex B is firm for the entire period of the Standing Offer, unless otherwise specified;
- 9.2 The Contractor can provide new pricing in accordance with the pricing rebid and/or refresh frequency and terms and conditions provided in Annex B.

## APPENDIX 1 to ANNEX A

### LOCATIONS

#### 1. Zones

1.1 Contractor's must deliver to all locations identified in the zone for which they hold a standing offer.

#### Western Region

##### Zone 1 – Western Alberta

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Services Canada	Grand Cache Institution	Hoppe Avenue Bag 4000 Grande Cache, AB T0E 0Y0	

##### Zone 2 – Central Alberta Region

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Service Canada	Edmonton Institution for Women	11151-178th Street Edmonton, AB T5S 2H9	
	Edmonton Institution (Maximum Security)	21611 Meridian Street Edmonton, AB, T5Y 6E7	
	Pê Sâkâstêw Centre	Highway #2A Maskwacis, AB T0C 1N0	
	Bowden Institution	Highway #2, PO Box 6000, Innisfail, AB T4G 1V1	
	Drumheller Institution	Hwy # 9 Drumheller, AB T0J 0Y0	

##### Zone 3 – Southern Alberta

N/A

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#### Zone 4 – Saskatchewan

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Service Canada	Regional Psychiatric Centre	Saskatoon, SK	
	Saskatchewan Penitentiary	Prince Albert, SK	
	Willow Cree Healing Lodge	Duck Lake, SK	

#### Zone 5 – South Western Saskatchewan

N/A

#### Zone 6 – Manitoba

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Service Canada	Stony Mountain Institution, Rockwood, MB	Highway #7 Winnipeg, MB R3C 3W8	

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**ANNEX " B "**

**BASIS OF PAYMENT**

See Attached spreadsheet for the list of items.

## ANNEX " B – 1 "

### REBID

#### Pricing Requirements

1. Pricing must be provided for **eighty five (85%) of all line items per zone an offer is submitted for** on the product list 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 **85%** of the items will render the offer non-compliant without further consideration being given for that zone.

Pricing is to remain valid from date of issuance of the Standing Offer but the Offeror can provide new pricing in accordance with the pricing refresh/rebid frequency and terms and conditions listed below.

2. The qualified offeror is given the opportunity on monthly, and/or quarterly basis, to refresh or rebid their unit prices for any of the line items identified in Annex B, Base of Payment;
3. All price rebids are due no later than the specified day of the preceding month as indicated in Annex B, Schedule of Refresh and Rebid dates.

#### **A. Monthly Refreshes:**

- **Fresh Produce**

4. The Offeror must forward via email, electronic pricing in the format provided in their Standing Offer Annex B to the Standing Offer Authority for the **Refresh Periods**;
5. The Offeror must forward electronic pricing in the format requested in the original solicitation documents for all **Rebid Periods**, and NOT directly to the Standing Offer Authority;
6. Electronic pricing files should be properly named and identify the vendor name and the applicable dates pricing applies. Example: Vendor Name Produce Prices DD-MM-YY to DD-MM-YY;
7. Prices must be provided in 2 decimal place format only (example: \$2.99 per kilogram);
8. Prices must include delivery to the location;
9. Prices will be reviewed by Public Works and Government Services Canada (PWGSC). The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC;

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**ANNEX "1" 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)

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**ANNEX " C "**

**STANDING OFFER USAGE REPORTING FORM**

**Company Name:** \_\_\_\_\_

<b>Standing Offer No. 21501-215455 - Produce</b>						
<b>Month:</b>						
<b>Unitrak/FSIMS Code</b>	<b>Offerors Code</b>	<b>Item Description</b>	<b>Case Description</b>	<b>Quantity</b>	<b>Firm UoM Price</b>	<b>Firm Case Price</b>
<b>Monthly Total</b>						<b>\$</b>

**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 "

### SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY

*If you are not receiving the quality level of goods or services expected from the supplier, please complete this feedback form with specific details.*

**Department/Unit (with complaint)**

**Date of Discrepancy**

**Supplier/Company Name**

**Standing Offer #**

**Supplier Product Code**

**Unitrak or FSIMS Code**

**1. TYPE OF DISCREPANCY** (Check appropriate remarks below)

- ☐ Did not meet delivery time
- ☐ Invoices did not conform to contract/order terms
- ☐ Good/services did not meet specification requirements
- ☐ Delivery charges were added
- ☐ Other (specify in Remarks section)

**2. ACTION TAKEN** (Check appropriate remarks below)

- ☐ Replacement requested
- ☐ Shipment quarantined due to hygiene reasons
- ☐ Replaced by local purchase (LPO)
- ☐ Goods accepted due to operational requirements.
- ☐ Goods returned to the Supplier.

**3. REMARKS** (Specify details of Rejection/Discrepancy).

**4. DATE SUBMITTED**

**5. CONTACT NAME**

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## ANNEX “ E ”

### ADDITIONAL CERTIFICATIONS

#### 1. Board of Directors

Please refer to Part 5, Certifications, Article 5.2.1 for details.

Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____

#### 2. Procurement Business Number (PBN)

Please refer to Section 02, [Procurement Business Number](#) of the [2006](#) (2019-03-04) Standard Instructions – Request for Standing Offers - Competitive Requirements

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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## ANNEX "F"

### SOCIAL PROCUREMENT SUPPLIER SELF-IDENTIFICATION FORM

#### 1. Context

Public Works and Government Services Canada (PWGSC). PWGSC is committed to modernizing procurement practices so they are simpler, less administratively burdensome, and include practices that support our social, environmental and economic policy goals. This includes the department's commitment to increasing economic growth and diversity among small and medium enterprises, and underrepresented groups.

PWGSC is gathering voluntary supplier information in all food and beverage Request for Standing Offers (RFSO) to identify the diversity profile of its suppliers and seek feedback on Social Procurement. Below you will find definitions as well as voluntary questions to help us better understand the composition of underrepresented groups or Indigenous/Aboriginal groups within the food and beverage industry.

#### 2. Definitions

##### **Social procurement**

At PWGSC, social procurement is defined as procurement that leverages the government's buying power in order to generate positive societal impacts. A social procurement could include, for example, a strategy of purchasing goods and services from targeted underrepresented suppliers and social enterprises, or incorporating social benefits criteria into the procurement.

##### **Underrepresented group**

Social procurement can provide opportunities for various groups that are traditionally underrepresented in employment and/or economically disadvantaged. An underrepresented group can include representatives from specific social, cultural, or economic segments of the population such as: women, persons with disabilities, visible minorities, etc.<sup>1</sup>

##### **Underrepresented supplier**

In the context of social procurement at PWGSC an underrepresented or disadvantaged<sup>2</sup> supplier is a business owned or led (i.e., 51% majority control or effective management of the business)<sup>3</sup> by a member of an underrepresented group (e.g., women, persons with disabilities, visible minorities<sup>4</sup>, etc.).

##### **Indigenous Supplier**

In the context of social procurement at PWGSC an Indigenous supplier's business must meet the following criteria:

- Is at least 51% owned or led (i.e., operated or controlled) by an individual of Indigenous heritage, an Indigenous community, or an Aboriginal Development Corporation;
- Is structured as a sole proprietorship, a limited company, a co-operative, a partnership, a not-for-profit organization, or a joint venture; and,
- Physically resides in Canada.

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<sup>1</sup> These terms are taken from the *Employment Equity Act*'s designated groups; however, other groups may be considered, for example: veteran, LGBTQ2+, unemployed, youth, ex-offenders or recent immigrant.

<sup>2</sup> The term "underrepresented" or "minority" are types of disadvantages.<sup>3</sup> The term "led" or "leadership", in the PWGSC mandate letter context, is interpreted as operated or controlled, which implies control of the management and daily business operations.

<sup>3</sup> The term "led" or "leadership", in the PWGSC mandate letter context, is interpreted as operated or controlled, which implies control of the management and daily business operations.

<sup>4</sup> PWGSC 2015 Mandate Letter, <https://pm.gc.ca/en/mandate-letters/2015/11/12/archived-minister-public-services-and-procurement-mandate-letter>

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**Canadian Small Business<sup>5</sup>**

A Canadian small business has 1 to 99 paid employees.

**3. Supplier Information Questionnaire****Data Collection**

The voluntary self-identification information you provide is collected for statistical purposes only, it will not be used as part of the bidding process and will not be shared with third parties. This information will provide PWGSC an estimate of the number of Underrepresented Groups and Indigenous/Aboriginal groups that make up the food sector.

**Privacy Notice**

The collection, retention, use and storage of personal information provided in this form is protected, used, and disclosed in accordance with the *Privacy Act*. All data obtained are to be used solely for statistical purposes to increase the number of Indigenous/Aboriginal and Underrepresented Businesses participating in federal procurement. The aggregated information may be used to facilitate the development of a government social procurement program. You can choose not to self-identify.

**Instructions**

Please complete the following question if you wish to respond. Please keep in mind the definitions provided for herein when completing this voluntary certification. Members of a Joint Venture should submit individual self-identification form for this solicitation in order for their certifications to be included in the statistics. When complete, please submit this form with your bid submission.

**Part 1 – Supplier Identification - Do you wish to self-identify?**

☐ Yes ☐ No ☐ Prefer not to respond

If Yes, please respond to all that apply:

**Part 2 –**

**A: Do you wish to self-identify your business as an Indigenous/Aboriginal Business in Canada?**

☐ Yes ☐ No

OR

**Part 3 –**

**A: Do you wish to self-identify as a Canadian Small Business from an underrepresented group?**

☐ Yes ☐ No

**If Yes, please select all that apply to your business:**

- ☐ women-owned or led business;
- ☐ business owned or led by person with disability;
- ☐ visible minority-owned or led business; if you have chosen this category, please specify:
  - ☐ South Asian (e.g., East Indian, Pakistani, Sri Lankan, etc.)
  - ☐ Chinese

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<sup>5</sup> [http://www.ic.gc.ca/eic/site/061.nsf/eng/h\\_03114.html](http://www.ic.gc.ca/eic/site/061.nsf/eng/h_03114.html)

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- 
- ☐ Black  
☐ Filipino  
☐ Latin American  
☐ Arab  
☐ Southeast Asian (e.g., Vietnamese, Cambodian, Laotian, Thai, etc.)  
☐ West Asian (e.g., Iranian, Afghan, etc.)  
☐ Korean  
☐ Japanese  
☐ Other – please specify \_\_\_\_\_  
☐ Other, (e.g., LGBTQ+) \_\_\_\_\_.

## **B. Business Composition**

**What percentage of your full-time workforce is made up of members from underrepresented groups?**

**Answer:** \_\_\_\_\_%