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RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**Voir dans le document/
See herein**

NA
Quebec
NA

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

Food Supply, Montel/Alimentation, Montréal
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet OCPR: Produits d'Épicerie, Divers /	
Solicitation No. - N° de l'invitation E6MON-21PQEP/B	Date 2022-01-26
Client Reference No. - N° de référence du client E6MON-21PQEP	GETS Ref. No. - N° de réf. de SEAG PW-\$MTR-795-16383
File No. - N° de dossier MTR-0-43301 (795)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-02-14 Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Doucette (mtr340), Andy	Buyer Id - Id de l'acheteur mtr795
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: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA Tous les ministères et organismes fédéraux Région du Québec 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 supplements previous bid solicitation number E6MON-21PQEP/A (Port-Cartier region) dated May 12, 2021 with a closing of January 7, 2022 at 2:00 p.m. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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E6MON-21PQEP/B
Client Ref. No. - N° de réf. du client
E6MON-21PQEP

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-0-43301

Buyer ID - Id de l'acheteur
MTR-503
CCC No./N° CCC - FMS No./N° VME

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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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

1.2.1 Requirement

Public Works and Government Services Canada (PWGSC) wishes to establish Regional Master Standing Offers (RMSO) for the provision and delivery of miscellaneous grocery products on an as and when needed basis to all federal departments and ministries located in Port-Cartier, Quebec.

The proposed term of the request for standing offer is from the date of issuance to June 30, 2022, for one (1) period.

The Offeror can submit pricing on as many or as few line items as they wish for the region for which they are providing an offer. Offers will be evaluated on the highest amount of line items offered and then on a line item basis.

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

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.

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.
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24>

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. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/active>)

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.

Transmission of offers by facsimile or 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 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 – Annex B (Excel copy)

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.

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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5) (2013-11-06), Exchange Rate Fluctuation
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5>

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

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
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0222T/4>

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.

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](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), 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](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlrbj1yZWdpc3Rlci5pbmRybyZpZD0x) (SRI).
(<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlrbj1yZWdpc3Rlci5pbmRybyZpZD0x>)

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 - 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>

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.

The Offeror must provide **(period from date of issuance to June 30, 2022)**, 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

The period for making call-ups against the Standing Offer is from the date of issuance to June 30, 2022.

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

Delivery follow-up

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

7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11 in Port-Cartier, 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 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.

7.8 Limitation of Call-ups

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

7.9 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
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>

- d) the general conditions 2010A (2020-05-28) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract;
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/19>
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment – List of Products;
- g) Annex C, Delivery Addresses;
- h) Annex G, Supplier Quality Assurance, Notification of Rejection/Discrepancy;
- i) 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*).

7.10 Certifications and Additional Information

7.10.1 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.

7.11 Applicable Laws *(To be completed by the Offeror. Insert the name of the province or territory of 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 _____ .

7.12 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/19>

Section 16 Interest on Overdue Accounts, of 2010A (2020-05-28) will not apply to payments made by credit cards.

7.3 Terms 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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2>

7.4.3 SACC Manual Clauses

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1>

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
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3>

7.7 SACC Manual Clauses

A2000C (2006-06-16) - Foreign Nationals (Canadian Contractor)
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/1>

A9062C (2011-05-16) - Canadian Forces Site Regulations
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9062C/4>

A9068C (2010-01-11) - Government Site Regulations
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9068C/2>

B7500C (2006-06-16) - Excess Goods
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B7500C/1>

M3601C (2010-01-11) - Price Adjustment – Milk
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M3601C/1>

M3602C (2019-05-30) - Price Adjustment – Butter
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M3602C/1>

D0018C (2007-11-30) - Delivery and Unloading
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D0018C/1>

D3004C (2007-11-30) - Type of Transport
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D3004C/1>

D3007C (2007-11-30) - Inspection and Stamping
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D3007C/1>

7.8 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](#)".

ANNEX « A »

REQUIREMENT

DESCRIPTION:

This request for a Regional Master Standing Offer (RMSO) involves the provision and delivery of miscellaneous grocery products, on an “as and when” ordered basis.

IDENTIFIED USERS:

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11 in Port-Cartier, Quebec.

PERIOD OF STANDING PROPOSAL:

From the date of issuance to June 30, 2022, one (1) period.

Up to three (3) Standing Offers may be issued for each period and each region.

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>

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.
- e) [ISO Standard 11156:2011 – Packaging – Accessible Design – General Requirements](https://www.iso.org/standard/50175.html) applicable for foods and beverages. (<https://www.iso.org/standard/50175.html>)

PACKAGING

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

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

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

DELIVERY AND DELAYS

The Offerors must be able to deliver the goods being offered to all shipping addresses set out in Annex C for each of the region or regions for which a bid is submitted.

Order lead times need to respect the supplier's ability to realistically execute the requirement, as well as the government department's need to receive the goods. PWGSC established the following criteria for lead-times / delivery:

Minimum lead time for urgent delivery = 24 Hours
Minimum lead time for delivery of orders = 48 Hours
Minimum lead time for order cancellations = 24 Hours
Minimum lead time for special orders = 7 calendar days*

* 7 calendar days have been established as a general timeframe for all items non-stocked by suppliers. Government departments must contact their suppliers in advance in order to determine if the lead time of 7 days can be met. If not, suppliers must contact the client department to identify the most realistic time frame and explain the reason for the delay.

Any Call-ups placed within a specified period of a Standing Offer must be delivered within the delivery times stated above. The prices charged must be based on the firm unit prices of the Standing Offer in effect at the time of the order, even if the delivery takes place on the days following the end of the period covered by the Standing Offer.

The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery.

ACCESS TO FEDERAL INSTITUTIONS FOR CORRECTIONAL SERVICES CANADA (CSC)

Any request to access a CSC federal Institution of by a supplier must have been completed and sent to CSC prior to delivery. Personal information is collected under the authority of the *Corrections and Conditional Release Act* in order to authorize access to a federal institution (See Annex F of the solicitation document as a reference only).

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

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

QUANTITIES

The estimated quantities for each of the required items can be found in Annex B – Basis of Payment - List of Products (electronic file).

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.

SUPPLIER LIABILITY FOR DEFECTIVE PRODUCTS

If an item from a supplier is broken, damaged, unclean or out of date, it will be replaced at the supplier's expense as soon as possible (at the latest at the next order) or the item will be credited to the client department.

DISCONTINUED PRODUCT

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

PRODUCT RECALL

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

GREENING

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

Any plastic used to wrap the pallets should be recyclable;

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

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

Contractors facilities should use LED lighting.

ANNEX « B »

BASIS OF PAYMENT - LIST OF PRODUCTS
(EXCEL SPREADSHEET ATTACHED)

THE EXCEL SPREADSHEET CONTAINS THE FOLLOWING WORKSHEETS:

- (a) **Calendar** - This page contains the precise closing date (s) for each period related to the Request for Standing Offer.
- (b) **Page 0X-Périod 0X** – This is the cover page to be used for the submission of your offer for the appropriate period. This page must be completed, signed and dated by the Offeror and must be submitted with your bid.
- (c) **ListeMinistère P0X** – This page contains the List of Products for each period and must be completed by the Offeror. This List of Products is used by PWGSC for financial evaluation purposes. The Offeror must ensure that it is complete and contains all the items offered (item code, brands (if required), formats and prices). The offeror does not have the obligation to offer all requested items.

Solicitation No. - N° de l'invitation
E6MON-21PQEP/B
Client Ref. No. - N° de réf. du client
E6MON-21PQEP

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-0-43301

Buyer ID - Id de l'acheteur
MTR-503
CCC No./N° CCC - FMS No./N° VME

ANNEX « C »

DELIVERY ADDRESSES

IMPORTANT:

The Offeror must be able to deliver the items offered for all delivery addresses listed below for the region for which an offer has been submitted.

PORT-CARTIER REGION

<u>ADDRESS AND MINISTRY</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
Correctional Services Canada 1, Airport road Port-Cartier (Québec) G5B 2W2	Monday to Friday From 8:00am to 11:30am and 1 :00pm to 3 :30pm	

Solicitation No. - N° de l'invitation
E6MON-21PQEP/B
Client Ref. No. - N° de réf. du client
E6MON-21PQEP

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-0-43301

Buyer ID - Id de l'acheteur
MTR-503
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).

Solicitation No. - N° de l'invitation
E6MON-21PQEP/B
Client Ref. No. - N° de réf. du client
E6MON-21PQEP

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-0-43301

Buyer ID - Id de l'acheteur
MTR-503
CCC No./N° CCC - FMS No./N° VME

ANNEX « E »

COMPLETE LIST OF COMPANY BOARD OF DIRECTORS

NOTE TO BIDDERS

WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS

PBN (PROCUREMENT BUSINESS NUMBER): _____

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
E6MON-21PQEP/B
Client Ref. No. - N° de réf. du client
E6MON-21PQEP

Amd. No. - N° de la modif.
File No. - N° du dossier
MTR-0-43301

Buyer ID - Id de l'acheteur
MTR-503
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: _____

ANNEX " G "

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.

1. REMARKS (Specify details of Rejection/Discrepancy).

4. DATE SUBMITTED

5. CONTACT NAME