

**Miscellaneous Groceries
Correctional Services Canada
Okimaw Ohci Healing Lodge in Maple Creek, Saskatchewan**

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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), Western Region, on behalf of Correctional Service Canada (CSC), Okimaw Ohci Healing Lodge, Maple Creek, SK, has a requirement for Regional Individual Standing Offers (RISOs) for the supply, delivery and offloading of Miscellaneous Groceries to kitchens, on an as and when requested basis to the for the period of the Standing Offer.
- 1.2.2 The periods of the Standing Offers will as follows:
 - Year 1: June 1, 2022 to May 31, 2023
 - Year 2: June 1, 2023 to May 31, 2024
 - Year 3: June 1, 2024 to May 31, 2025
- 1.2.3 **One Standing Offer will be issued for each period of the Standing Offer under this requirement.** Offerors will be required to submit an offer for each of the four food categories (Please refer to the attached Excel document – Annex B, Basis of Payment).

1.2.4 The requirement includes the following food categories:

- a) Protein
- b) Fresh fruit and vegetables
- c) Dairy products
- d) Miscellaneous groceries

1.2.5 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 Key Terms

Refresh Period – The Standing Offer holder is able to update the prices of the items listed in their standing offer. The SO supplier does not change. Prices that are updated will be subject to review and price support may be required. Items in each category will be reviewed individually. If price increase is greater than 10%, price support will be required. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

Offerors will submit their refresh information directly to the PSPC Contracting Authority listed in the resulting Standing Offer

Rebid Period – 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. The same evaluation criteria will be used at the time of the rebid period as was used in the original evaluation. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

Offerors should submit the entire solicitation document for every rebid period as per the bid submission instructions in the solicitation documents.

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 in Annex B, Schedule of Rebid and Refresh Dates:

PWGSC Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

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.

Faxed bids will be accepted at 1-418-566-6167, however Offerors **must** email their financial offer using the most current excel file attachment, (Annex B – Basis of Payment) to:

TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca by the date and time indicated in Annex B, Schedule of Rebid and Refresh Dates.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

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 Saskatchewan.

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: Technical Offer
Section II: Financial Offer
Section III: Certifications

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

Section I: Technical Offer

Offerors shall submit their technical offer in accordance with 4.1.1 Technical Evaluation.

Section II: Financial Offer

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

Annex B – Basis of Payment (Excel file)

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

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 III: Certifications

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

Offerors are encouraged to submit the voluntary questionnaire in Annex G Social Procurement Supplier Self-Identification Form.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- (a) The Offeror must be able to supply at least 85% of the required items in **all food categories** for their bid to be considered. Bids from offerors who do not meet this threshold will be declared non-responsive and will be given no further consideration. For an offered item to be declared **technically** responsive, it must meet the following criteria:

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

In the event that an offeror cannot provide an item in a package size that falls within +/- 10% of that requested, they may propose their closest alternate for consideration. Acceptance of said alternate is at the sole discretion of the Client. **Items that are offered in a pack size that varies more than +/- 10% of the requested format and that are deemed unacceptable by the Client will be considered non-compliant and will count against the 85% response rate.** Offerors have the option to contact the Standing Offer Authority identified in this document no later than seven (7) calendar days prior to the solicitation closing date with any alternative pack size for consideration and preapproval should they wish.

- ii. Offerors must provide pricing in accordance with the unit requested. Should the proposed format differ from the requested format, the Offeror must provide conversions to the requested units.

For example, if the Unit of Measure (UOM) requested is in weight, and the offered UOM is in volume or unit (each), the Offeror **must** provide conversion to weight.

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

NON-RESPONSIVE	
Requested Format	Offered Format
KG, LBS, g	L, ML, OZ, CT, EA, PT
L, ML	KG, LBS, g, OZ, CT, EA, PT
OZ	KG, LBS, g, L, ML, CT, EA, PT
CT, EA	KG, LBS, g, L, ML, OZ, PT
PT	KG, LBS, g, L, ML, OZ, CT, EA,

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- (a) The Offeror must submit with its offer, pricing in accordance with Annex B – Basis of Payment, in Canadian Funds;
- (b) 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;
- (c) The Offeror must be found responsive on at least 85% of the items in order to be given further consideration. Offers that do not meet this threshold of compliance will be deemed non-responsive without further consideration being given. In order for an offered line item to be deemed **financially** responsive the following criteria must all be met:
 - i. Firm prices must be provided for **85% of all line items per category** on the product lists in Annex B - Basis of Payment and **must be maintained throughout the duration of the Standing Offer**.
- (d) **Rebid**
 - i. The Offeror 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.
 - ii. 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.
 - iii. Closing times will remain at 2:00 PM CDT or CST, as applicable, for the first solicitation closing and all rebid closings. (Refer to the most current Excel file attachment, Annex B, Basis of Payment, Schedule of Rebid and Refresh Dates tab).
 - iv. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.
 - v. Refer to Annex "B-1", Rebid for additional information on the Rebid process.

Calculation of the Financial Offer

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

The Total Evaluated Offer Price will be determined as outlined below:

1. Column N (Proposed Pack) will be multiplied by Column P (Proposed Size) to determine the Offered Unit of Measure quantity, per lowest common Unit of Measure as indicated in column I (UOM). Suppliers must convert their unit of measure to the requested U of M for evaluation purposes. See Annex B (Excel attachment) for additional information.
2. Column R (Offered Price per unit of issue) will be divided by the Offered Unit of Measure quantity calculated in step "1" above to determine the price per unit of measure.

3. The price per unit of measure calculated in step "2" above will be multiplied by the estimated annual usage quantity (which is Column F [Requested Pack] multiplied by Column H [Requested Size] multiplied by and Column J [Estimated Usages]) to determine the total extended price per line item
4. The total extended price per line item for each line item will be aggregated to determine the total evaluated offer price for the commodity.
5. The total evaluated offer price for each commodity will be added together to determine the total offer price
6. The financial evaluation will be limited to the line items that are evaluable between all **responsive** offerors.

The intent is to issue up to one standing offer, one for each standing offer period.

4.1.2.2 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 and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications 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.

Solicitation No. - N° de l'invitation
21523-221037/A
Client Ref. No. - N° de réf. du client
21523-221037

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-1-44074

Buyer ID - Id de l'acheteur
WPG120
CCC No./N° CCC - FMS No./N° VME

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, Offerors are required to provide a list of their Board of Directors as part of their offer. Offerors 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, Offerors are required to have a Procurement Business Number (PBN) as part of their offer. Offerors 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 **(TBD)**.

Solicitation No. - N° de l'invitation
21523-221037/A
Client Ref. No. - N° de réf. du client
21523-221037

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-1-44074

Buyer ID - Id de l'acheteur
WPG120
CCC No./N° CCC - FMS No./N° VME

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:

Name: Jill Aquino
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 310-269 Main Street
Winnipeg, MB R3C 1B3

Telephone: 431-373-1718
E-mail address: jill.aquino@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 *(To be completed by the Offeror)*

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
Okimaw Ohci Healing Lodge
Maple Creek, Saskatchewan

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 \$25,000.00 (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](#) (2020-12-02), 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 an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

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

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

6.13 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 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.

6.14 SACC Clauses

6.14.1 Price Adjustment – Milk

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

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

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

6.14.2 Price Adjustment – Butter

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

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2020-12-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2020-12-02), 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.

6.4.2 Single Payment

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

6.4.3 Electronic Payment of Invoices – Call-up

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

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

[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](#)".

ANNEX " A "

REQUIREMENT

1. Requirement

Public Works and Government Services Canada (PWGSC), Western Region, on behalf of Correctional Service Canada (CSC), Okimaw Ohci Healing Lodge, Maple Creek, SK, has a requirement for Regional Individual Standing Offers (RISOs) for the supply, delivery and offloading of Miscellaneous Groceries to kitchens, on an as and when requested basis to the for the period of the Standing Offer.

Food Product Categories

- a) *Protein*
- b) *Fresh Fruit and Vegetables*
- c) *Dairy and Eggs*
- d) *Miscellaneous Groceries*

2. Food Quality Specifications

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

FQS # & Description	SQA et Description	Catalogue # English	Numéro de catalogue
<i>FQS-01 Eggs</i>	<i>SQA-01 Oeufs et produits d'œufs</i>	<i>D2-531/01-2018E-PDF</i>	<i>D2-531/01-2018F-PDF</i>
<i>FQS-02 Beef</i>	<i>SQA-02 Boeuf</i>	<i>D2-531/02-2018E-PDF</i>	<i>D2-531/02-2018F-PDF</i>
<i>FQS-03 Veal</i>	<i>SQA-03 Veau</i>	<i>D2-531/03-2018E-PDF</i>	<i>D2-531/03-2018F-PDF</i>
<i>FQS-04 Pork</i>	<i>SQA-04 Porc</i>	<i>D2-531/04-2018E-PDF</i>	<i>D2-531/04-2018F-PDF</i>
<i>FQS-05 Lamb</i>	<i>SQA-05 Agneau</i>	<i>D2-531/05-2018E-PDF</i>	<i>D2-531/05-2018F-PDF</i>
<i>FQS-06 Poultry</i>	<i>SQA-06 Volaille</i>	<i>D2-531/06-2018E-PDF</i>	<i>D2-531/06-2018F-PDF</i>
<i>FQS-07 Variety Meats</i>	<i>SQA-07 Abats comestibles</i>	<i>D2-531/07-2018E-PDF</i>	<i>D2-531/07-2018F-PDF</i>
<i>FQS-08 Prepared Meat and Meat by Products</i>	<i>SQA-08 Viande et sous-produits de viande préparés ou conservés</i>	<i>D2-531/08-2018E-PDF</i>	<i>D2-531/08-2018F-PDF</i>
<i>FQS-09 Fish and Seafood</i>	<i>SQA-09 Poissons et produits de la mer</i>	<i>D2-531/09-2018E-PDF</i>	<i>D2-531/09-2018F-PDF</i>
<i>FQS-10 Fresh Fruit</i>	<i>SQA-10 Fruits frais</i>	<i>D2-531/10-2018E-PDF</i>	<i>D2-531/10-2018F-PDF</i>
<i>FQS-11 Fresh Vegetables</i>	<i>SQA-11 - Légumes frais</i>	<i>D2-531/11-2018E-PDF</i>	<i>D2-531/11-2018F-PDF</i>
<i>FQS-12 Frozen Fruit</i>	<i>SQA-12 Fruits congelés</i>	<i>D2-531/12-2018E-PDF</i>	<i>D2-531/12-2018F-PDF</i>

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<i>FQS-13 Frozen Vegetables</i>	<i>SQA-13 Légumes congelés</i>	<i>D2-531/13-2018E-PDF</i>	<i>D2-531/13-2018F-PDF</i>
<i>FQS-14 Canned Fruit</i>	<i>SQA-14 Fruits en conserve</i>	<i>D2-531/14-2018E-PDF</i>	<i>D2-531/14-2018F-PDF</i>
<i>FQS-15 Canned Vegetables</i>	<i>SQA-15 Légumes en conserve</i>	<i>D2-531/15-2018E-PDF</i>	<i>D2-531/15-2018F-PDF</i>
<i>FQS-16 Dried Fruit</i>	<i>SQA-16 Fruits séchés</i>	<i>D2-531/16-2018E-PDF</i>	<i>D2-531/16-2018F-PDF</i>
<i>FQS-17 Dehydrated Vegetables</i>	<i>SQA-17 Légumes déshydratés</i>	<i>D2-531/17-2018E-PDF</i>	<i>D2-531/17-2018F-PDF</i>
<i>FQS-18 Milk and Milk Products</i>	<i>SQA-18 Lait et produits laitiers</i>	<i>D2-531/18-2018E-PDF</i>	<i>D2-531/18-2018F-PDF</i>
<i>FQS-19 Cheese</i>	<i>SQA-19 Fromage</i>	<i>D2-531/19-2018E-PDF</i>	<i>D2-531/19-2018F-PDF</i>
<i>FQS-20 Misc Groceries</i>	<i>SQA-20 Produits d'épicerie divers</i>	<i>D2-531/20-2018E-PDF</i>	<i>D2-531/20-2018F-PDF</i>
<i>FQS-21 Pasta</i>	<i>SQA-21 Pâtes alimentaires et nouilles</i>	<i>D2-531/21-2018E-PDF</i>	<i>D2-531/21-2018F-PDF</i>
<i>FQS-22 Rice</i>	<i>SQA-22 Riz</i>	<i>D2-531/22-2018E-PDF</i>	<i>D2-531/22-2018F-PDF</i>
<i>FQS-23 Legumes</i>	<i>SQA-23 Légumineuses (légumineuses à grain)</i>	<i>D2-531/23-2018E-PDF</i>	<i>D2-531/23-2018F-PDF</i>
<i>FQS-24 Grains</i>	<i>SQA-24 Grain céréalier</i>	<i>D2-531/24-2018E-PDF</i>	<i>D2-531/24-2018F-PDF</i>
<i>FQS-25 Shortenings, Fats and Oils</i>	<i>SQA-25 Graisses alimentaires et les huiles</i>	<i>D2-531/25-2018E-PDF</i>	<i>D2-531/25-2018F-PDF</i>
<i>FQS-26 Butter and Margarine</i>	<i>SQA-26 Beurre et margarine</i>	<i>D2-531/26-2018E-PDF</i>	<i>D2-531/26-2018F-PDF</i>
<i>FQS-27 Sugar and Preserves</i>	<i>SQA-27 Sucres et conserves</i>	<i>D2-531/27-2018E-PDF</i>	<i>D2-531/27-2018F-PDF</i>
<i>FQS-28 Coffee and Tea</i>	<i>SQA-28 Café et thé</i>	<i>D2-531/28-2018E-PDF</i>	<i>D2-531/28-2018F-PDF</i>
<i>FQS-29 Ice Cream and Sorbets</i>	<i>SQA-29 Crème glacée et sorbet laitier</i>	<i>D2-531/29-2018E-PDF</i>	<i>D2-531/29-2018F-PDF</i>
<i>FQS-30 Pie Fillings and Pie Fruits</i>	<i>SQA-30 Garniture de tarte et fruits à tarte</i>	<i>D2-531/30-2018E-PDF</i>	<i>D2-531/30-2018F-PDF</i>
<i>FQS-31 Herbs, Spices and Seasonings</i>	<i>SQA-31 Fines herbes et épices</i>	<i>D2-531/31-2018E-PDF</i>	<i>D2-531/31-2018F-PDF</i>
<i>FQS-32 Soups, Sauces and Gravies</i>	<i>SQA-32 Soupes, sauces et sauces au jus de viande</i>	<i>D2-531/32-2018E-PDF</i>	<i>D2-531/32-2018F-PDF</i>
<i>FQS-33 Condiments and Condiment Sauces</i>	<i>SQA-33 Condiments et sauces condimentaires</i>	<i>D2-531/33-2018E-PDF</i>	<i>D2-531/33-2018F-PDF</i>

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<i>FQS-34 Bread and Baked Products</i>	<i>SQA-34 Pain et produits de boulangerie</i>	<i>D2-531/34-2018E-PDF</i>	<i>D2-531/34-2018F-PDF</i>
<i>FQS-35 Fruit Juice</i>	<i>SQA-35 Jus de fruit</i>	<i>D2-531/35-2018E-PDF</i>	<i>D2-531/35-2018F-PDF</i>
<i>FQS-36 Cereals</i>	<i>SQA-36 Céréales</i>	<i>D2-531/36-2018E-PDF</i>	<i>D2-531/36-2018F-PDF</i>
<i>FQS-37 Flour and Mixes</i>	<i>SQA-37 Farines, mélanges pour gâteaux, pour crêpes et pour gaufres</i>	<i>D2-531/37-2018E-PDF</i>	<i>D2-531/37-2018F-PDF</i>
<i>FQS-38 Game</i>	<i>SQA-38 Gibier</i>	<i>D2-531/38-2018E-PDF</i>	<i>D2-531/38-2018F-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 Locations

4.1.1 The locations identified in Appendix 1 to Annex A are anticipated delivery points, however other locations may be required;

4.1.2 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 Offeror 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 Offeror must contact the client department to identify the most realistic time frame and provide a reason for the delay.

4.3.6 Delivery for items identified as special order must be made within 7 calendar days. This timeframe allows the Department to be able to meet their menu requirements.

If the lead time of 7 days can't be met at time of order, the Offeror must immediately contact the client department to offer the most realistic time frame, provide a reason for the delay, and the Department then has the right to decide if that is acceptable or not.

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

4.6 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 Standing Offer Authority immediately. The Offeror 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 Standing Offer Authority.

4.8 Substitutions

- 4.8.1 The Offeror 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 Offeror must notify the Standing Offer Authority to obtain their acceptance of the replacement size;
- 4.8.2 If the Offeror 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 Offeror must deliver the goods as per the Recommended Case Description or the Offeror's Case Description;
- 4.9.3 The site authority will identify any discrepancies and/or short shipments of products at the time of delivery. The Offeror 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 Offeror 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 Offeror 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 preferable packaging. The Government of Canada strives to ensure that the goods and services it procures advance the protection of the environment by integrating sustainable packaging specifications. All packaging material related to this procurement, to the best extent, should be reusable, recyclable or compostable in accordance with the definitions set forth below. Excluded material can also be found.
- 4.11.4 Sustainable packaging specifications

All packaging material related to this procurement should be reusable, recyclable or compostable in accordance with the following definitions:

- Packaging

Product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: ISO 21067-1:2016, Clause 2.1.1)

- Reusable

Designed to be used multiple times for the same purpose with minimal, if any, processing.

A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: CAN/CSA-ISO 14021, Clause 7.12.1.1)

- Recyclable

Capable of being diverted from the waste stream through available processes and programs and can be collected, processed and returned to use in the form of raw materials or products. (Source: CAN/CSA-ISO 14021, Clause 7.7.1)

- Recyclable packaging

Packaging or a packaging component is recyclable if its successful post-consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the EMF New Plastics Economy Global Commitment)

- Compostable

A characteristic of a product, packaging or associated component that allows it to biodegrade, generating a relatively homogeneous and stable humus-like substance. (Source: CAN/CSA-ISO 14021, Clause 7.2.1)

NOTE: for packaging to be considered compostable it must be certified against the current standards (i.e., CAN/BNQ 0017-08 or ASTM D6400); it should also be proven that the certified packaging can

be composted in practice and at scale, meaning that there is an existing (collection, sorting and recycling) system in place that actually composts the packaging and that covers significant and relevant geographical areas as measured by population size.

- **Excluded material**

Often times packaging tape does not comply with the sustainable packaging specifications as reusable, recyclable or compostable material. As a result, packaging tape is considered to be excluded from the sustainable packaging specifications until more market readiness studies become available to determine otherwise.

5. Call-Ups

5.1 Acknowledgment of call-ups

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

5.2 The Offeror must acknowledge receipt of each call-up.

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 Offeror. The Offeror must notify the Project Authority on the call-up immediately of any product which is subject to a product recall by a manufacturer. The Offeror must pick-up the product recall within twenty-four (24) hours of the recall notice. The Offeror 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 Offeror'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. Environmental Considerations

8.1 The Offeror is responsible for determining if pallets are used. If pallets are used, the Offeror must have a pallet tracking system in place. The Offeror must ensure that the number of pallets delivered to a location is the same number returned monthly. The Offeror must maintain a record of the number of pallets delivered to and returned by for each delivery location on a monthly basis. A copy of this record must be provided to the Standing Offer Authority monthly. Any discrepancy with the quantities of pallets delivered and returned on the record will be forwarded to the Offeror 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 Offeror has hybrid vehicles in their fleet;
- 8.5 Offerors facilities should use LED lighting.

9. Price List Updates

- 9.1 The pricing provided by the Offeror in Annex B is firm for the entire period of the Standing Offer, unless otherwise specified;
- 9.2 The Offeror can provide new pricing in accordance with the pricing rebid frequency and terms and conditions provided in Annex B-1.

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APPENDIX 1 to ANNEX A

LOCATIONS

1. Zones

1.1 Offeror's must deliver to all locations identified in the list below.

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Services Canada	Okimaw Ohci Healing Lodge	Nekaneet Reserve Land SE-25-9-25-W 3rd	Deliveries accepted on Tuesdays, between 08:00 to 13:00

ANNEX " B "

BASIS OF PAYMENT

See Attached spreadsheet for the list of items.

Pricing must be provided for eighty-five per cent (85%) of all line items in each category on the product lists in Annex B - Basis of Payment and must be maintained throughout the duration of the Standing Offer. Failure to provide pricing for a minimum of 85% of the items will render the offer non-compliant without further consideration being given.

Firm unit prices are FOB destination including all delivery and off-loading charges (except where otherwise indicated), this includes deposits or any ecological fees. Additional surcharges will not be acceptable

Offerors must provide pricing in accordance with the unit requested. Should the offered format differ from the requested format, the Offeror must provide conversions to the requested units

Items are to be provided either in the brand requested or as a Technical Authority pre-approved equivalent, obtained prior to bid submission. If the Preferred Brand Column is blank, generic products may be offered.

Any special order and / or detailed order status items that are stocked or non-stocked items in the Offeror's warehouse requiring more than 7 Calendar days to deliver, must be clearly noted in this Annex "B" - Working Document - Basis of Payment. The supplier must provide estimated time for delivery for these items, and if the timeline is not acceptable to the client, that line will be removed from the evaluation, and will affect the number of line items bid on.

1. Provincial Milk Marketing Board Price Adjustments

PWGSC will follow the Price Adjustment process for Milk and Butter items as detailed in A. Standing Offer, Article 6.13 SACC Clauses. The PWGSC Standing Offer Authority will only accept a copy of the Offeror's notification of price increase or decrease issued from the provincial milk marketing board. Documents from the Offeror's distributors will not be accepted.

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

2. Provincial Egg Marketing Board Price Adjustments

PWGSC will follow the Price Adjustment process for eggs, but the PWGSC Standing Offer Authority will only accept a copy of the Offeror's notification of price increase or decrease issued from the provincial egg marketing board. Documents from the Offeror's distributors will not be accepted.

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

ANNEX “ B – 1 ”

REBID

1. The Offeror must submit with its offer, pricing in accordance with Annex B – Basis of Payment, in Canadian Funds;
2. 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
3. The Offeror must be found responsive on at least **85% of all the line items for all food categories** in order to be given further consideration. Offers that do not meet this threshold of compliance will be deemed non-responsive without further consideration being given. In order for an offered line item to be deemed responsive the technical and financial evaluation criteria under Part 4 of the solicitation must all be met. ***Refer to Part 4 of the solicitation.***

- i. Firm prices must be provided for **85% of all line items per category** on the product lists in Annex B - Basis of Payment and **must be maintained throughout the duration of the Standing Offer.**
- ii. **Offered Pack Size:** The Offeror must provide either the requested pack size as outlined in Annex B – Basis of Payment excel spreadsheet or another acceptable variance. Offered pack sizes that vary less than +/- 10% from the requested format (i.e., both the size of the individual item and the overall weight/volume/count for the case) are acceptable by default.

In the event that an offeror cannot provide an item in a package size that falls within +/- 10% of that requested, they may propose their closest alternate for consideration. Acceptance of said alternate is at the sole discretion of the Client. **Items that are offered in a pack size that varies more than +/- 10% of the requested format and that are deemed unacceptable by the Client will be considered non-compliant and will count against the 85% response rate.** Offerors have the option to contact the Standing Offer Authority identified in this document no later than seven (7) calendar days prior to the solicitation closing date with any alternative pack size for consideration and preapproval should they wish.

- iii. Offerors must provide pricing in accordance with the unit requested. Should the proposed format differ from the requested format, the Offeror must provide conversions to the requested units.

For example, if the Unit of Measure (UOM) requested is in weight, and the offered UOM is in volume or unit (each), the Offeror **must** provide conversion to weight.

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

NON-RESPONSIVE	
Requested Format	Offered Format
KG, LBS, g	L, ML, OZ, CT, EA, PT
L, ML	KG, LBS, g, OZ, CT, EA, PT
OZ	KG, LBS, g, L, ML, CT, EA, PT
CT, EA	KG, LBS, g, L, ML, OZ, PT
PT	KG, LBS, g, L, ML, OZ, CT, EA,

4. Pricing **must be maintained throughout the duration of the Standing Offer** from date of issuance of the Standing Offer but the Offeror can provide new pricing in accordance with the pricing refresh frequency and terms and conditions listed below.

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. Quarterly Refreshes, between rebid periods:

- Miscellaneous Groceries
- Dairy

B. Monthly Refreshes, between rebid periods:

- Protein
- Fresh Produce

C. Annual Rebid:

- Miscellaneous Groceries
- Dairy
- Protein
- Fresh Produce

1. 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**;
2. 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;
 - i. the Offeror 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.

-
- ii. 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.
 - iii. Closing times will remain at 2:00 PM CDT or CST, as applicable, for the first solicitation closing and all rebid closings. (Refer to the most current Excel file attachment, Annex B, Basis of Payment, Schedule of Rebid and Refresh Dates tab).
 - iv. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.
3. 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;
 4. Prices must be provided in 2 decimal place format (example: \$2.99 per kilogram);
 5. Prices must include delivery to the location;
 6. 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;
 7. The Offeror may be requested to certify that the prices proposed are not in excess of the lowest price charged anyone else, including the Offeror's most favoured customer, for the like quality and quantity of goods, services or both for Refresh and Rebid Periods.

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

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: _____

Standing Offer No. 21523-221037						
Month:						
Unitrak/FSIMS Code	Offerors Code	Item Description	Case Description	Quantity	Firm UoM Price	Firm Case Price
Monthly Total						\$

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME: _____ TELEPHONE No.: _____

SIGNATURE: _____ DATE: _____

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

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.

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.¹

Underrepresented supplier

In the context of social procurement at PWGSC an underrepresented or disadvantaged² supplier is a business owned or led (i.e., 51% majority control or effective management of the business)³ by a member of an underrepresented group (e.g., women, persons with disabilities, visible minorities⁴, 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;

¹ 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.

² The term "underrepresented" or "minority" are types of disadvantages.³ 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.

³ 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.

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

⁵ http://www.ic.gc.ca/eic/site/061.nsf/eng/h_03114.html

- 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.

Canadian Small Business⁵

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;

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- 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
 - 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: _____%