



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions\Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Manitoba

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> Canteen Groceries Produits d'épicerie destinés à la cantine	
<b>Solicitation No. - N° de l'invitation</b> 21510-230002/A	<b>Date</b> 2022-08-11
<b>Client Reference No. - N° de référence du client</b> 21510-230002	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-019-11365	
<b>File No. - N° de dossier</b> WPG-2-45006 (019)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Central Daylight Saving Time CDT <b>on - le 2022-08-29</b> Heure Avancée du Centre HAC	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wall, Ruwani	<b>Buyer Id - Id de l'acheteur</b> wpg019
<b>Telephone No. - N° de téléphone</b> (204) 510-7848 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA STONY MOUNTAIN INSTITUTION HWY 7 NORTH P.O.BOX 4500 BLDG C-17 WINNIPEG Manitoba R0C3A0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
Victory Building/Édifrice Victory  
Room 310/pièce 310  
269 Main Street/269 rue Main  
Winnipeg  
Manitoba  
R3C 1B3

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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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            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**

Canteen, Groceries and Items.

Correctional Services Canada , Stony Mountain Institution in Stony Mountain, Manitoba require a Regional Individual Standing Offer (RISO) to supply and deliver a number of canteen items as described in Annex "B" Basis of Payment. The Standing Offer is for a period of one (1) year.

The intention is to issue one Standing Offer.

The requirement is subject to a preference for Canadian goods.

This RFSO allows offerors to use the CPC 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) (<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](#) (2022-03-29) 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 Corporation's (CPC) Connect service for the subject bid solicitation. The Offeror must send an email requesting to open a CPC Connect conversation to the following address:

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

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instruction 2006, or to send offers through an CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect

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service. It is the Offeror's responsibility to ensure the request for opening a CPC 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](mailto: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 Manitoba.

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

### 2.5 Bid Challenge and Recourse Mechanisms

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

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

Canada requests that the offer be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: Certifications

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

#### **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 "C" Electronic Payment Instruments, to identify which ones are accepted.

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

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

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

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. Canada may conduct the validation

of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The Offeror must only bid on items that they can provide in terms of the exact product description requested in Column B of Microsoft Excel Annex "B" Basis of Payment. By providing pricing for items, it will be deemed that the bidder can provide these items in accordance with the exact product description required in Column B.

Each Offeror must offer a minimum of 90% of the items listed (50 out of the 55 items) in Microsoft Excel Annex "B" Basis of Payment. In order for an item to be considered towards the count of 90%, Columns I, J, and M (excluding Column M for item 55) must all be completed for the line item and must be compliant with the unit of measure described in Column H. \*\*It is the responsibility of the Offeror to provide the Package Size Offered (Column I) as per the unit of measure described in Column H.\*\* It is the responsibility of the Offeror to make the conversion to the unit of measure requested. If any of columns I, J or M are not completed or compliant for the line item, the line item (row) will not be counted towards the count of 90%.

In order for an offered line item to be deemed **technically** responsive the following criteria must all be met:

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 90% 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**

The financial evaluations will be conducted by calculating the Total Evaluated Bid Price using Annex B, Basis of Payment

**4.1.2.1** *SACC Manual* Clause [M0222T](#) (2016-01-28), Evaluation of Price - Canadian/Foreign Offerors

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection - Mandatory Technical Criteria Only**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

#### **5.1 Certifications Required with the Offer**

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

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

##### **5.1.2 Additional Certifications Required with the Offer**

###### **5.1.2.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the service offered being treated as a non-Canadian service.

**The Offeror certifies that:**

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

**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 \(ESDC\) - Labour's](#) website.

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

**PART 6- STANDING OFFER AND RESULTING CONTRACT CLAUSES**

**A. STANDING OFFER**

**6.1 Offer**

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

**6.2 Security Requirements**

**6.2.1** There is no security requirement applicable to the Standing Offer.

**6.3 Standard Clauses and Conditions**

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

### **6.3.1 General Conditions**

2005 (2022-01-28) 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: October 1 to December 31
- second quarter: January 1 to March 31
- third quarter: April 1 to June 30
- fourth quarter: July 1 to September 30

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 and providing services against the Standing Offer is for one year.

### **6.4.2 Delivery Points**

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

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Ruwani Wall  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: Victory Building  
Room 310  
269 Main Street  
Winnipeg  
Manitoba

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Telephone: 204-510-7848  
E-mail address: [Ruwani.wall@tpsgc-pwgsc.gc.ca](mailto:Ruwani.wall@tpsgc-pwgsc.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 inserted at standing offer issuance]

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

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

### 6.6 Identified Users

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

Correctional Services Canada  
Stony Mountain Institution  
PO Box 4500  
Winnipeg, Manitoba  
R3C 3W8

### 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 Financial Limitation

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

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

## 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2022-01-28), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010A](#) (2022-01-28) General Conditions- Goods (Medium Complexity);
- e) Annex A, Requirement
- f) Annex B, Basis of Payment;
- g) Annex D, Standing Offer Usage Report;
- h) the Offeror's offer dated \_\_\_\_\_ **[to be inserted at standing offer issuance]**

## 6.11 Certifications and Additional Information

### 6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing

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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.

## 6.12 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 \_\_\_\_\_ **[to be inserted at standing offer issuance]**

## 6.13 Transition to an e-Procurement Solution (EPS)

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

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

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

## 6.14 SACC Manual Clauses

[M3060C](#) (2008-05-12), Canadian Content Certification

## 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](#) (2022-01-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2022-01-28), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

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

## **7.4. Payment**

### **7.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$ [per each individual call up]. Customs duties are [included] [to be inserted at standing offer issuance] 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.

#### **7.4.1 Single Payment**

H1000C (2008-05-12), Single Payment

#### **7.4.2 SACC Manual Clauses**

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

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

**[to be inserted at standing offer issuance]**

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);
- e. Wire Transfer (International Only)

## **7.5 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.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **7.6 Insurance**

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

## **7.7 SACC Manual Clauses**

B7500C (2006-06-16), Excess Goods  
D0018C (2007-11-30), Delivery and Unloading  
A9068C (2010-01-11), Government Site Regulations

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## 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**

Canteen Groceries and Items.

Correctional Services Canada, Stony Mountain Institution in Stony Mountain, Manitoba requires a Regional Individual Standing Offer (RISO) to supply and deliver a number of canteen items as described in Annex "B" Basis of Payment.

The standing offer is for a period of one year.

### **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

### **BACK ORDERS**

Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer.

### **DISCONTINUED PRODUCT**

All discontinued products must be reported to the Contracting Authority immediately.

### **INSPECTION AND ACCEPTANCE**

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.

### **REJECTIONS**

Rejected items discovered after delivery must be picked up and replaced within one (1) working day of notification of the rejection.

### **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.

### **SUBSTITUTIONS**

Potential shortfalls in providing the identified canteen items as requested in a call up against the standing offer, either due to discontinuation of the product or a change in the product packaging size or any other reason, must be immediately brought to the attention of the Project Authority and the Standing Offer

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Authority. Substitution requests will be reviewed by the Project Authority and the Standing Offer Authority, who will make a decision regarding if the substitution can be made. Substitutions will not be accepted without the prior approval of the Project Authority and the Standing Offer Authority. All additional costs incurred to substitute a canteen item rest completely with the Offeror. Substitute canteen items will be invoiced at the same price (or less, if the substitute items is less cost) as the item it is substituting, as per Annex "B", Basis of Payment

## **ANNEX "B"**

### **BASIS OF PAYMENT**

#### **INSTRUCTIONS FOR COMPLETING MICROSOFT EXCEL ANNEX "B" BASIS OF PAYMENT**

- Please see Microsoft Excel Annex "B" Basis of Payment for a complete list of items and estimated yearly usage.
- The Offeror is permitted to bid on items in Microsoft Excel Annex "B" Basis of Payment in a packing size that is different than the Package Size Requested in Column G. The package sizes that the Offeror offers will become the package sizes that the Offeror is required to provide the product in, for the duration of the standing offer, at the prices indicated in the Basis of Payment. Any requests for changes to package sizes after issuance of standing offer must follow the "Substitutions" section of Annex "A" Requirement.
- Each Offeror must offer a minimum of 90% of the items listed (50 out of the 55 items) in Microsoft Excel Annex "B" Basis of Payment. In order for an item to be considered towards the count of 90%, Columns I, J, and M (excluding Column M for item 55) must all be completed for the line item and must be compliant with the unit of measure described in Column H. \*\*It is the responsibility of the Offeror to provide the Package Size Offered (Column I) as per the unit of measure described in Column H.\*\* It is the responsibility of the Offeror to make the conversion to the unit of measure requested. If any of columns I, J or M are not completed or compliant for the line item, the line item (row) will not be counted towards the count of 90%.
- Items which are not offered by all Offerors will be eliminated from the evaluation process for evaluation purposes, but all items offered by an Offeror will form part of the final standing offer to the successful bidder.
- The Offeror must only bid on items that they can provide in terms of the exact product description requested in Column B of Microsoft Excel Annex "B" Basis of Payment. By providing pricing for items, it will be deemed that the bidder can provide these items in accordance with the exact product description required in Column B. If the bidder has any concerns with the items as described in Column B of Microsoft Excel Annex "B" Basis of Payment, the bidder can address them during the solicitation period to the Procurement Officer at the contact information listed on the front page of the solicitation document.
- Prices submitted must be in CAD.
- Prices submitted must be inclusive of all delivery charges and off-loading charges.
- Prices submitted must not include applicable taxes (e.g. GST/HST). Applicable taxes are to be included as a separate line item on ensuing invoices.
- The standing offer will be issued in CAD.

#### **ESTIMATED USAGE**

- Estimated usages are for evaluation purposes only, and do not guarantee the amount of product that will be required and requested.
- Estimated usages will not form part of the final Standing Offer.
- Actual usages may vary from the estimated usages.

#### **PRICES**

- Prices are inclusive of all delivery and off-loading charges.
- Prices must remain firm for the duration of the Standing Offer.
- The Offeror will be paid in CAD according to Microsoft Excel Annex "B" Basis of Payment, according to the Package Size Offered (Column I), and Price per Case (Column N).
- In addition to the prices established in Annex "B", the Offeror can offer special discounts, such as yearend sales, production surplus, special sales and promotions, etc., as long as the price is lower than the prices listed in Annex "B"

## **DELIVERY**

All items in Annex B Basis of Payment FOB Destination to:

Stony Mountain Institution  
Building C-17  
Highway #7 North  
Stony Mountain, Manitoba  
R0C 3A0

## **OFF LIST ITEMS**

The Offeror agrees to sell items not specifically listed in the Microsoft Excel Annex "B" Basis of Payment Product List at the Offeror's standard commercial rate less a discount of:

Please fill in the blank below:

\_\_\_\_\_ %

The value of off-list items is not to exceed 15% of actual expenditure on an annual basis. Any charges for off-list items are to be invoiced as a separate line item.

## **EVALUATION**

- The Standing Offer Authority will first determine if 90% of the line items in Microsoft Excel Annex "B" Basis of Payment are completed and compliant (per herein Instructions for Completing Microsoft Excel Annex B Basis of Payment), for each bid.
- For each bid, the Standing Offer Authority will then remove all line items from Microsoft Excel Annex "B" Basis of Payment which the bidder has not completed or are not compliant. Failure to provide completed and compliant pricing for 90% of the items will deem the bid non-responsive and it will not be given further consideration.
- For the remaining compliant bids, the Standing Offer Authority will then remove all items from all bids that were eliminated from any single compliant bid, in order to be able to compare pricing for all common line items between all remaining compliant bids.
- Microsoft Excel Annex "B" Basis of Payment performs the calculation to convert pricing for Package Size Offered to Package Size Requested, for each remaining line item for all remaining compliant bids.
- The Total Evaluated Bid Price for each remaining compliant bid will be determined as follows:
  1. For each of the remaining line items in Microsoft Excel Annex "B" Basis of Payment, Column F x Column K = Extended Price;
  2. Sum of Extended Prices for the remaining line items in each table = Total for the table
  3. Total Table A + Total Table B + Total Table C = Total Evaluated Bid Price

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## **ANNEX "C" 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)

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**ANNEX "D"**

**STANDING OFFER USAGE REPORT**

Offeror (Supplier)	
Prepared by	
Telephone number	
Date	
Standing Offer #	
Department or Agency	Correctional Services Canada

Return to: Public Works and Government Services Canada Email: TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca The usage report must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

**1. REPORTING PERIOD**

Year: \_\_\_\_\_

- 1st quarter: September 1 to November 30
- 2nd quarter: December 1 to February 28
- 3rd quarter: March 1 to May 31
- 4th quarter: June 30 1 to August 31

**2.REPORT DETAILS**

Complete either A or B below, as applicable.

A. Nil Report

We have not done any business with the federal government for this reporting period.

B. Itemized Report

Call-up	Call-up Number or Description	Value of the Call-Up (GST/HST Included)
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
(A) Total dollar value of call-ups for this reporting period		\$
(B) Accumulated call-up totals to date		\$
(A+B) Total accumulated call-ups		\$