

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 presentation  
d'une soumission  
NA  
Manitoba

Request For a Standing Offer  
Demande d'offre à commandes

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution  
Public Works and Government Services Canada - Western  
Region  
Victory Building/Édifice Victory  
Room 310/pièce 310  
269 Main Street/269 rue Main  
Winnipeg  
Manitoba  
R3C 1B3

Title - Sujet Canteen Groceries	
Solicitation No. - N° de l'invitation 21510-230002/B	Date 2022-09-21
Client Reference No. - N° de référence du client 21510-230002	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-019-11371
File No. - N° de dossier WPG-2-45006 (019)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Daylight Saving Time CDT on - le 2022-10-06 Heure Avancée du Centre HAC	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Wall, Ruwani	Buyer Id - Id de l'acheteur wpg019
Telephone No. - N° de téléphone (204)510-7848 ( )	FAX No. - N° de FAX ( ) -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA STONY MOUNTAIN INSTITUTION HWY 7 NORTH P.O.BOX 4500 BLDG C-17 WINNIPEG Manitoba R0C3A0 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein  
Instructions: Voir aux présentes

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

This bid solicitation cancels and supersedes previous bid solicitation number 21510-23002/A dated 2022-08-11 with a closing of 2022-08-29 at 2:00PM CDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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Client Ref. No. - N° de réf. du client  
21510-230002/B

Amd. No. - N° de la modif.  
File No. - N° du dossier  
WPG-2-45006

Buyer ID - Id de l'acheteur  
WPG019  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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 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.

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

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

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

#### 3.1.2 Exchange Rate Fluctuation

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

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

- (a) The Offeror must be found responsive on at least 90% 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 **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.

Offerors shall contact the Standing Offer Authority identified in this document no later than ten (10) calendar days prior to the solicitation closing date with any alternative pack size for consideration and preapproval.

- 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. See the tables below for reference for your offer.

Responsive Formats	
Requested Format	Offered Format
KG, LBS, GR	KG, LBS, GR
L, ML	L, ML
OZ	OZ
Count (CT), Each (EA)	Count (CT), Each (EA)
Pint (PT)	Pint (PT)



Non-Responsive Formats	
Requested Format	Offered Format
KG, LBS, GR	L, ML OZ, CT, EA PT
L, ML	KG, LBS, GR, OZ CT, EA, PT
OZ	KG, LBS, GR ML, CT, EA, PT
Count (CT), Each (EA)	KG, LBS, GR, L ML, OZ, PT
Pint (PT)	KG, LBS, GR, L, ML, OZ, CT, EA

#### 4.1.2 Financial Evaluation

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

##### **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 be found responsive on at least 90% 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 90% **of all line items** on the product lists in Annex B - Basis of Payment and **must be maintained throughout the duration of the Standing Offer**.

##### **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 for each commodity will be determined as outlined below:

1. Column M (Proposed Pack) will be multiplied by Column N (Proposed Size) to determine the Offered Unit of Measure quantity, per lowest common Unit of Measure as indicated in column O (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 P (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 E [Requested Pack] multiplied by Column F [Requested Size] multiplied by and Column H [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 financial evaluation will be limited to the line items that are evaluable between all **responsive** 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.

### **5.2 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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

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

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

In accordance with the [Ineligibility and Suspension Policy](#), 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 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>)  
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: November 1 to January 31
- second quarter: February 1 to April 30
- third quarter: May 1 to July 31
- fourth quarter: August 1 to October 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 and providing services against the Standing Offer is from date of issuance to **TBD**.

### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point 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

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File No. - N° du dossier  
WPG-2-45006

Buyer ID - Id de l'acheteur  
WPG019  
CCC No./N° CCC - FMS No./N° VME

269 Main Street  
Winnipeg  
Manitoba  
R3C 1B3

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 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 C, Standing Offer Usage Report;
- h) the Offeror's offer dated \_\_\_\_\_ **[to be inserted at standing offer issuance]**

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

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## 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 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.

### 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](#) (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.

### 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 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.

#### **6.4.2 Single Payment**

H1000C (2008-05-12), Single Payment

#### **6.4.3 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)

#### **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**

B7500C (2006-06-16), Excess Goods  
D0018C (2007-11-30), Delivery and Unloading  
A9062C (2011-05-16) Canadian Forces Site Regulations

#### **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.



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## **6.9 Dispute Resolution**

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

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## **ANNEX "A"**

### **REQUIREMENT**

Public Works and Government Services Canada (PWGSC), Western Region, on behalf 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.

### **DELIVERY VEHICLE(S)**

All goods must be delivered in vehicles which are clean, free of odours and free of any signs of rodent or Insect activities.

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.

### **DELIVERY SLIPS**

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.

### **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.

The Offeror must deliver the goods as per the Recommended Case Description or the Offeror's Case Description

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.

## 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 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.

## 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.

## **CALL-UPS**

### **ACKNOWLEDGMENT OF CALL-UPS**

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

### **ENVIRONMENTAL CONSIDERATIONS**

- 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.

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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;

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

## **ANNEX "B"**

### **BASIS OF PAYMENT**

***See Attached spreadsheet for the list of items.***

- 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 convert to the requested format.
- Items are to be provided either in the brand requested or as a Technical Authority pre-approved equivalent, to be discussed prior to bid closing. 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 regular order lead time of 72 hours to deliver, must be clearly noted in the comments in Annex "B" - Basis of Payment, including the length of lead time

It is the Offeror's sole responsibility to ensure all required information for their proposed line items are provided by bid closing. Canada will not be liable if any information is missing or not provided for these line items by bid closing.

### **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.
- 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.
- Prices must remain firm for the duration of the Standing Offer.
- 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

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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: TPSCG.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: \_\_\_\_\_

- first quarter: November 1 to January 31 ☐
- second quarter: February 1 to April 30 ☐
- third quarter: May 1 to July 31 ☐
- fourth quarter: August 1 to October 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		\$