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Solicitation No. - N° de l'invitation

W0138-110316/A

Client Ref. No. - N° de réf. du client

W0138-110316

Amd. No. - N° de la modif.

File No. - N° du dossier

QCR-1-34924

Buyer ID - Id de l'acheteur

qcr103

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PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus 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, if applicable, and the basis of selection;
- Part 5 5A, Standing Offer, and 5B, Resulting Contract Clauses:
- 5A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 5B, 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:

Annex A: Requirement

Annex B: Working Document

2. Summary

DESCRIPTION:

This Regional Individual Standing Offer (RISO) request involves the provision, on an as and when ordered basis, of Individual Snack Cakes.

IDENTIFIED USER:

Department of National Defence, 3 Wing Bagotville, Bagotville, province of Quebec.

PERIOD OF STANDING OFFER:

From May 1, 2012 to April 30, 2013 inclusive.

DELIVERY:

DELIVERY DND-BAG

Delivery addresses

Delivery hours and specifications

Department of National Defence

3 Wing Bagotville
Building 87
Alouette (Québec)
GOV 1A0

Monday to Friday, between 7:30 AM and 11:30 AM and between 1:00 PM and 1:30 PM

Department of National Defence

3 Wing Bagotville
Building 55
Alouette (Québec)
GOV 1A0

Monday to Friday, between 7:30 AM and 11:30 AM and between 1:00 PM and 1:30 PM

Only in June, July and August.

Delay:

The National Defence representative will place the orders at least forty-eight (48) hours before delivery date.

Emergency services:

At all times during the period of the Standing Offer, when “Urgent” requests are made, the offerer (s) will commit to supplying the goods within twenty-four (24) hours following receipt of an order.

SPECIAL INSTRUCTIONS:**Back Order:**

No substitute product will be accepted without prior authorization of the National Defence representative.

QUANTITIES:

The estimated quantities for each of the required items can be found in Annex B - Working Document - List of products.

APPROXIMATE SCOPE OF THE STANDING OFFER:

The approximate scope of the Standing Offer is \$8,000.00 for the period from May 1, 2012 to April 30, 2013 inclusive.

3. Debriefings

After issuance of a standing offer, 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.

PART 2 - OFFEROR INSTRUCTIONS

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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011/05/16) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 12.1. (a) and (b) of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

1. Canada may reject an offer where any of the following circumstances is present:
 - (a) the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;
 - (b) an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer for the requirement, or the portion of the requirement the employee or subcontractor is to perform;

2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

You must submit your offer (*by mail or facsimile*) prior to the closing time and date:

By mail, at the following address:

PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
Supply Directorate

1550, D'Estimauville Avenue
Québec (Québec)
G1J 0C7

By facsimile, at the following number: (418) 648-2209

Once your offer has been completed and transmitted by mail or facsimile, a copy of the Working Document (Excel file) has to be sent, by e-mail, to the following address:

queas@pwgsc-tpsgc.gc.ca

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than three (3) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 Québec.

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer (one (1) hard copy and one (1) soft copy by email)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Working Document - List of products.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

It is requested that offerers send one (1) hard copy by facsimile and one (1) soft copy, Excel file, by email at the following address: **queas@pwgsc-tpsgc.gc.ca**

Annex B - Working Document (Excel File)

The offerers will complete the List of products using the Excel file and make sure that it has been properly filled out and contains all required informations.

That list, once printed, will be sent, by facsimile or mail, with the other required documents, before being transmitted to the above mentioned e-mail address.

Clauses and Conditions Document (PDF Format)

The offerers will make sure to return any pages that require informations and/or signatures, as well as any other requested documents. These pages shall accompany every offer.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Financial Evaluation

Offers will be evaluated on the **aggregate price** of all items, in accordance with estimated quantities.

1.1.1 Evaluation of Price

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

- 1. The price of the offer will be evaluated as follows:
 - (a) Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
 - (b) foreign-based offerors must submit firm prices, Canadian customs duties, and excise taxes, and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
- 2. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
- 3. For the purpose of the request for standing offers, offerors with an address in Canada are considered Canadian-based offerors and offerors with an address outside of Canada are considered foreign-based offerors.

2. Basis of Selection

2.1 Basis of Selection

Basis of Selection - Multiple Items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

Respect of the client's acceptable brands and formats will be taken into consideration in the evaluation.

PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A", Requirement and Annex "B", List of products.

2. 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2005 (2011-05-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card. The Offeror shall provide, every six (6) month, reports on use of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports shall be submitted on the appropriate document, which will be provided to the Offeror by the Standing Offer Authority, and forwarded no later than fifteen (15) days after the designated reporting period.

Reports have to be sent to the following address: quear@pwgsc-tpsgc.gc.ca

Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.

Instructions for Submitting Data on Standing Offer usage:

Please make sure the report contains the following information:

- The Standing Offer number for which the data are submitted;

-
- The period for which the data have been accumulated (start date to end date);
 - The total amount spent to date, by government department;
 - The number of each item delivered for the period.

3. Term of Standing Offer

3.1 Period of Standing Offer

The period for making call-ups against the Standing Offer is from May 1, 2012 to April 30, 2013 inclusive.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

**Caroline Fournier
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
1550, D'Estimauville Avenue
Québec (Québec)
G1J 0C7**

Telephone: (418) 649-2826

Facsimile: (418) 648-2209

E-mail address: caroline.fournier@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

QCR-1-34924

Buyer ID - Id de l'acheteur

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4.2 Offeror Contacts

Name and telephone number of the person responsible for :

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : Department of National Defence, 3 Wing Bagotville.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, "Call-up against a Standing Offer" or electronic document.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$2,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

8. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$8,000.00 (Goods and Services Tax or Harmonized Sales Tax 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 two (2) 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.

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 (2011-05-16), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2029 (2011-05-16), General Conditions - Goods (Low Dollar Value)
- (e) Annex "A" - Requirement;
- (f) Annex "B" - Working Document - List of products;
- (g) the Offeror's offer dated _____.

10. 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 Quebec.

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.

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2029 (2011-05-16) General Conditions - Goods (Low Dollar Value) apply to and form part of the Contract.

Section 12, Interest on Overdue Accounts of 2029 (2011-05-16) General Conditions - Goods (Low Dollar Value) will not apply to payments made by credit cards at point of sale.

3. Term of Contract

3.1 Delivery Date

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

3.2 Delivery of Fresh Chilled or Frozen Products

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18° C or lower, and fresh chilled products between 4° C and 1° C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

3.3 Liability for defective products:

If broken or damaged goods are received from a contractor, their subsequent reshipment to the Crown will be at the contractor's own expense.

If it is determined following acceptance and during use that the product does not meet the purchase description, standard or specification referred to, the contractor will be required to accept return of the balance of the defective products at his own expense and will be required to

rebate a percentage of the price of the products used, based on the extent of the defect. As well, recourse as provided in PWGSC General Terms and Conditions may be initiated by the Crown.

3.4 Unavailable Items:

Upon receipt of a call-up the contractor engages in supplying all items described within at the prices indicated. If the items requested cannot be supplied, the supplier must obtain it from another source respecting the price and delivery deadlines, along with all other terms and conditions of the Standing Offer.

If an item is not provided in accordance with the Standing Offer, Department of National Defence authorities shall procure the item from another contractor and the additional costs incurred shall be deducted from the contractor's invoice with proof.

The additional incurred costs represent the difference between the price paid from a third party and the price indicated within the said Standing Offer.

4. Payment

4.1 Basis of Payment

For the mentioned period of the Standing Offer, you will be paid on the basis of firm unit prices, as listed in Annex B - List of products.

4.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

4.3 SACC Manual Clauses

C2000C (2007/11/30), Taxes - Foreign Suppliers

5. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

6. Insurance

SACC Manual clause G1005C (2008/05/12) Insurance

7. SACC Manual Clauses

A9006C (2008/05/12), Defence Contract

B7500C (2008/05/12), Excess Goods

ANNEX A

REQUIREMENT

DESCRIPTION:

This Regional Individual Standing Offer (RISO) involves the provision, on an as and when ordered basis, of Individual Snack Cakes.

IDENTIFIED USER:

Department of National Defence, 3 Wing Bagotville, Bagotville, province of Quebec.

DELIVERY:

DELIVERY DND-BAG

Delivery addresses

Delivery hours and specifications

Department of National Defence

3 Wing Bagotville
Building 87
Alouette (Québec)
GOV 1A0

Monday to Friday, between 7:30 AM and 11:30 AM and between 1:00 PM and 1:30 PM

Department of National Defence

3 Wing Bagotville
Building 55
Alouette (Québec)
GOV 1A0

Monday to Friday, between 7:30 AM and 11:30 AM and between 1:00 PM and 1:30 PM

Only in June, July and August.

Delay:

The National Defence representative will place the orders at least forty-eight (48) hours before delivery date.

Solicitation No. - N° de l'invitation

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File No. - N° du dossier

QCR-1-34924

Buyer ID - Id de l'acheteur

qcr103

CCC No./N° CCC - FMS No/ N° VME

Emergency services:

At all times during the period of the Standing Offer, when “Urgent” requests are made, the offerer (s) will commit to supplying the goods within twenty-four (24) hours following receipt of an order.

SPECIAL INSTRUCTIONS:

Back Order:

No substitute product will be accepted without prior authorization of the National Defence representative.

QUANTITIES:

The estimated quantities for each of the required items can be found in Annex B - Working Document - List of products.

ANNEX B

WORKING DOCUMENT (Enclosed)