

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services Canada**  
**Telus Plaza North/Plaza Telus Nord**  
**10025 Jasper Ave./10025 ave. Jaspe**  
**5th floor/5e étage**  
**Edmonton**  
**Alberta**  
**T5J 1S6**  
**Bid Fax: (780) 497-3510**

**Revision to a Request for a Standing Offer**

**Révision à une demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

**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  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Miscellaneous Groceries	
<b>Solicitation No. - N° de l'invitation</b> W0127-12FQ20/A	<b>Date</b> 2012-09-18
<b>Client Reference No. - N° de référence du client</b> W0127-12FQ20	<b>Amendment No. - N° modif.</b> 001
<b>File No. - N° de dossier</b> EDM-2-35202 (005)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-005-9531	
<b>Date of Original Request for Standing Offer</b> 2012-09-07	
<b>Date de la demande de l'offre à commandes originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-25</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Evans, Nicki	<b>Buyer Id - Id de l'acheteur</b> edm005
<b>Telephone No. - N° de téléphone</b> (780) 863-6306 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

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**Amendment #001 has been raised to address the following:**

**Delete:**

**Solicitation document in its entirety; and**

**Replace with:**

**Solicitation document below:**

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Solicitation No. - N° de l'invitation

W0127-12FQ20/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

edm005

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, and the basis of selection;
- Part 5 Certifications: includes the certifications 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; and
  - 6B, includes the clauses and conditions which will apply to any contract resulting from call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, Basis of Payment, Periodic Usage Reports - Standing Offers and the Low Line Item Award Approach Example.

### 2. Summary

Regional Individual Standing Offer for the supply, delivery and off-loading of miscellaneous groceries, frozen products, cheese and prepared salads for the Department of National Defence, Edmonton Garrison, Edmonton Alberta to locations specified within the Canadian Forces Base Edmonton Training Area, on an "as required" basis, for the period estimated from October 1, 2012 to March 31, 2013.

**2.1 Pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.**

**2.2** The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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W0127-12FQ20/A

Amd. No. - N° de la modif.

001

Buyer ID - Id de l'acheteur

edm005

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

W0127-12FQ20

File No. - N° du dossier

EDM-2-35202

CCC No./N° CCC - FMS No/ N° VME

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### 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 Manual*** <http://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).

- 1.1 The 2006 (2012-07-11) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

#### 1.2 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products

### 2. Submission of Offers

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

Once the Offer has been completed and submitted by facsimile or mail to the Bid Receiving Unit, a **COPY** of the Working document (Excel File) should be sent, by e-mail, to the following address:

WST.EDMFood@pwgsc.gc.ca

### 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 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.

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#### 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 Alberta.

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 (1 hard copy) and (1 soft copy, excel file, by e-mail)
Section II	Certifications (1 hard copy)

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>).

To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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.

#### 1.1 Section I Financial Offer

Offerors must submit their financial offer in accordance with Annex "B" - Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.



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**1.1.1 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.

**1.2 Section II Certifications**

Offerors must submit the certifications required under Part 5.

## **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;
- (b) An evaluation team composed of representatives of Canada will evaluate the offers; and
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### **1.1 Mandatory Criteria**

- (a) Offerors must have the ability to perform the full scope of work as described in Annex "A" Requirement;
- (b) Offerors may submit an offer in response to the product list(s) of their choice, however Offerors must provide pricing for a minimum of ninety percent (90%) of the line items contained in the product list(s) chosen; and
- (c) Substitution of bolded brands will render the offer non-compliant and no further consideration will be given..

#### **1.2 Financial Evaluation**

**1.2.1** The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax is excluded, F.O.B., destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax also included. Additional surcharges will not be acceptable.

**1.2.2** The total overall Offer price will be calculated as follows:

- (a) Each unit price will be multiplied by the applicable quantity for the individual line item to obtain an extended total line item price;
- (b) In the event that an offeror does not provide a price for all line items, or provides a price for a substituted line item not duly incorporated in an amendment, or should a change made to a line item render the evaluation of like items impossible, PWGSC will for assessment purposes only, eliminate impacted line items from the evaluation process. Impacted line items must not exceed the percentage of allowable omissions as per Part 4, 1.1 (b). Should the number of impacted line items exceed the percentage of allowable omissions, the offer will be considered non-compliant and no further consideration will be given; and

- (c) The extended total line item prices will be added together to reach an evaluated total Offer price.

### 1.3 SACC Manual Clauses

C9000T (2010-08-16) Pricing

## 2. Basis of Selection

### 2.1 An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory evaluation criteria to be declared responsive.

- (a) Should impacted line items be within the allowable number of omissions as per Part 4, 1.1 (b), they will be clarified and rectified as follows:
- i. Line items containing unit price errors will not form part of the Standing Offer unless honoured by the Offeror.
  - ii. If not honoured and there is a provision for multiple Standing Offers, the next lowest Standing Offer would retain the line item;
- (b) The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer per each product list, for the cheese and prepared salad product lists only; and
- (c) The responsive offer(s) with the lowest evaluated price for the frozen products and the miscellaneous grocery product lists, will be recommended for issuance of a standing offer(s), in accordance with 2.2 Standing Offers (Multiple).

### 2.2 Standing Offers (Multiple) Frozen Products and Miscellaneous Groceries product lists only

The RFSO will allow for the possibility of awarding up to three (3) Standing Offers for the frozen products and the miscellaneous grocery product lists only.

For more than one Standing Offer to be considered, the total evaluated Offer price of all Offers must be within 5% of the lowest total evaluated Offer price.

If Offers are more than 5% of the total evaluated Offer price of the lowest responsive offer, only one Standing Offer for each period for each product list will be issued.

If Offers are within 5% of the total evaluated Offer price, up to three Standing Offers for each period for each product list will be issued based on the lowest price per line item.

Once it has been determined that more than one Standing Offer will be awarded, the awarding of line items will be issued by the lowest line item price.

**NOTE:** Refer to Annex "D" - Low Line Item Award Approach Example.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### 1. Code of Conduct Certifications - Certifications Precedent to Issuance of a Standing Offer

- 1.1 Offerors should provide, with their offer or promptly thereafter, a complete list of names of all individuals who are currently directors of the Offeror. If such a list has not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the offer non-responsive. Offerors must always submit the list of directors before contract award.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the offer being declared non-responsive.

### 2. Certifications Precedent to Issuance of Standing Offer

The certifications listed below should be completed and submitted with the offer but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

#### 2.1 Federal Contractors Program for Employment Equity - Certification Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C.. 1995, c. 44;
- c. ( ) is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- d. ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

## 2.3 SACC Manual Clauses

A3050T (2010-01-11) Canadian Content Definition

M3000C (2006-08-15) Price Lists

## PART 6 - 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".

#### 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 Manual

(<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>), issued by Public Works and Government Services Canada.

##### 2.1 General Conditions

2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 2.2 Periodic Usage Reports - Standing Offers

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still 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:

1st quarter: April 1 to June 30;  
2nd quarter: July 1 to September 30;  
3rd quarter: October 1 to December 31;  
4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

### 3. Term of Standing Offer

#### 3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from estimated from October 1, 2012 to March 31, 2013.

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**4. Authorities****4.1 Standing Offer Authority**

The Standing Offer Authority is:

Nicki Evans  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Western Region  
5th Floor Telus Plaza North  
10025 Jasper Avenue  
Edmonton, Alberta T5J 1S6

Telephone : (780) 863-6306  
Facsimile: (780) 497-3510  
E-mail Address: nicki.evans@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.

**4.2 Project Authority**

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

**4.3 Offeror's Representative** *(to be completed by contractor)*

Name:  
Title:  
Organization:  
Address:

Telephone:  
Facsimile:  
E-mail:

**5. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: *(to be determined upon issuance of a Standing Offer)*.

**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 \$40,000.00 (Goods and Services Tax or Harmonized Sales Tax is included if and where applicable).

## 7.1 Minimum Individual Call-Up Limit

The majority of individual call-ups against this Standing Offer will total a minimum of \$200.00 (Goods and Services Tax included).

## 7.2 Delivery Call-Up Information

### (a) When a Call-Up of \$200.00 or more is issued:

All orders are F.O.B. Destination including all delivery and off-loading charges unless otherwise specified at time of the call-up.

### (b) When a Call-Up of less than \$200.00 is issued:

Transportation charges shall be prepaid and charged as a separate item on the invoice at the Offeror's cost and discretion if the delivery location (F.O.B. Point) is outside of the Offeror's normal delivery area. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee.

## 8. 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. 2005, (2012-07-16), General Conditions - Standing Offers - Good or Services;
- d. 2010A (2012-07-16), General Conditions Goods (Medium Complexity);
- e. Annex "A" - Requirement;
- f. Annex "B" - Basis of Payment;
- g. Annex "C" - Periodic Usage Reports - Standing Offers;
- h. Annex "D" - Low Line Item Award Approach Example; and
- i. The Offeror's offer dated \_\_\_\_\_.

## 9. Certifications

### 9.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 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 Alberta.



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**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**

2010A (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2012-07-16) General Conditions, Goods (Medium Complexity), will not apply to payments made by credit cards at point of sale.

**2.2 SACC Manual Clauses**

A9006C (2012-07-16) Defence Contract  
A9062C (2011-05-16) Canadian Forces Site Regulations

**3. Term of Contract****3.1 Period of the Contract**

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

**4. Payment****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 the call-up. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

**4.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

**4.3 Method of Payment**

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

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**4.4 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_.

OR

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

**5. Invoicing Instructions**

- 5.1** 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.

**6. Insurance**

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

**7. SACC Manual Clauses**

B7500C (2006-06-16) Excess Goods  
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D0018C (2007-11-30) Delivery and Unloading  
D3004C (2007-11-30) Type of Transport  
D3007C (2007-11-30) Inspection and Stamping

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## **ANNEX "A"**

### **REQUIREMENT**

Regional Individual Standing Offer for the supply, delivery and off-loading of miscellaneous groceries, frozen products, cheese and prepared salads for the Department of National Defence, Edmonton Garrison, Edmonton Alberta to locations specified within the Canadian Forces Base Edmonton Training Area, on an "as required" basis, for the period estimated from October 1, 2012 to March 31, 2013, in accordance with the terms and conditions set out herein.

#### **Quality Standard Requirements:**

(a) All products must adhere to the following Acts and their regulations:

- Agriculture & Agri-Foods Administrative Monetary Penalty Act
- Canada Agriculture Products Act
- Canadian Food Agency Inspection Act
- Consumer Packaging and Handling Act (as it relates to food)
- Food and Drug Act (as it relates to food)

(b) All products offered must be in accordance with the Canadian General Standards Board (CGSB) Standards, current editions.

Note: Canadian General Standards Board (CGSB) Standards are available from :

CGSB  
Canadian General Standards Board  
Gatineau, Canada  
K1A 1G6

Telephone: 819-956-0425 or 1-800-665-2472  
Facsimile: 819-956-5740

A complete collection of The Canadian General Standards Board standards and specifications is also available for viewing at Depository Libraries. For information on Depository Libraries in the Offeror's area, contact the Canadian General Standards Board Sales Unit.

(c) All packaging must include a date of pack or best before date clearly visible on each outer box or individual item.

#### **Food Deliveries**

Deliveries are to be made directly to a specified location within the geographical boundaries of the Department of National Defence, Edmonton Garrison, Edmonton, Alberta between the hours of 0700 hr and 1200 hrs. Primary delivery days will be Monday, Tuesday, Wednesday, Thursday & Friday. Deliveries may, on occasion, be required on Saturdays, due to operational requirements. Arrangements for additional delivery days, times and locations, will be mutually agreed upon by the Offeror and the designated Food Services representative.

The Offeror shall bear all risks of loss or damage to the goods until such time as the goods have been inspected and accepted by the Food Services Representative.

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### **DND Ordering Responsibilities**

All orders will be placed a minimum of four (4) working days prior to the expected date of delivery, by phone, fax, e-mail, or hard copy. Notification will be provided to the Offeror one (1) working day prior to the delivery of an order if minor changes to the original order are required.

### **Order Confirmation of Availability:**

Potential shortfalls of any item requested shall be immediately brought to the attention of the designated Food Services representative.

### **Discrepancies and Substitutions:**

Substitutions will not be accepted without the approval from the designated Food Services representative.

### **Rejects and Shortfalls:**

Any products not meeting quality standards will be returned (opened or unopened). Delivery costs to replace all rejected and shorted items will be at the Offeror's expense.

Three or more shipments of products that fail to meet quality standards may result in no further orders being placed and the Standing Offer may be set aside.

### **Quality Assurance:**

All products must be of recent production and have the latest production date available, the shelf life or best before date must be clearly indicated in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

The Canadian General Standards Board Specifications, most current edition, will be used as a reference for quality control.

Final inspection and acceptance of delivery will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, dirt, or damage by rodents or insects. The Consignee shall have the right to reject products at the time of delivery and the Offeror will remove unacceptable products immediately.

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

Please see attached Excel file - entitled - Annex "B", Working Documents - Basis of Payment.

Period of Standing Offer: Estimated from October 1, 2012 to March 31, 2013.

Firm Unit prices will be in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax is excluded, F.O.B., destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax included. Additional surcharges will not be acceptable.

If and where applicable, G.S.T. / H.S.T. will be added as a separate line item on any resulting invoices.

Offeror's may submit an offer on any or all of the product lists contained in Annex "B" Working Document - Basis of Payment, however they must have the ability to provide unit pricing for ninety percent (90%) of line items contained in the product list(s) offered, and ensure that the document has been properly completed and contains all required information.

The estimated usage provided in the Excel File, entitled Annex "B", Working Documents - Basis of Payment, is for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage's expected or any commitment on the part of Canada.

**ANNEX "C"**  
**PERIODIC USAGE REPORTS - STANDING OFFERS**  
**INSTRUCTIONS FOR SUBMISSION OF STANDING OFFER USAGE DATA**

Please e-mail the usage information, for Standing Offer W0127-12FQ20, Department of National Defence, Edmonton Garrison, Edmonton Alberta, to the following address:  
WST-PA-EDM@pwgsc-tpsgc.gc.ca.

Please use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

(Add lines as necessary)

<u>STANDING OFFER W0127-12FQ20</u>				Start Date of SO ( 2012-10-01 )		End Date of SO ( 2013-03-31 )	
Total Value to Date (\$)		Total Value for Reporting Period (\$)		Start Reporting Period DD/MM/YYYY)		End Reporting Period (DD/MM/YYYY)	
Order Number	Item Description	Part Number (If Applicable)	Item Quantity	Unit of Measure (each, litre, etc..)	Date or Order	Date of Delivery	Value of Order (not including GST or Delivery)

**ANNEX "D"**  
**LOW LINE ITEM AWARD APPROACH EXAMPLE**

		Firm A		Firm B		Firm C	
Item #	Quantity	Unit Price	Extended	Unit Price	Extended	Unit Price	Extended
1	1,000	\$6.00	\$6,000.00	\$5.00 (lowest unit price)	\$5,000.00	\$5.50	\$5,500.00
2	500	\$3.00 (lowest unit price)	\$1,500.00	\$4.00	\$2,000.00	\$5.00	\$2,500.00
3	600	\$8.00	\$4,800.00	\$7.00	\$4,200.00	\$6.85 (lowest unit price)	\$4,110.00
4	900	\$10.00	\$9,000.00	\$11.00	\$9,900.00	\$9.00 (lowest unit price)	\$8,100.00
Total		\$21,300.00		\$21,100.00		\$20,210.00	

In this example Firm C is the lowest total evaluated Offer price (low aggregate). Firm A is not considered for any awards since Firm A is not within 5% of the lowest total evaluated Offer Price (low aggregate), Firm C.

If only one award is made, then lowest total evaluated Offer price (low aggregate), Firm C is awarded because Total basket is less at \$20,210.00

If only 2 awards, then Firm B gets Items 1 & 2 and Firm C gets Items 3 & 4 since Firm B is within 5% of the lowest total evaluated Offer Price (low aggregate), Firm C.

There will be no more than 3 awards for any solicitation.