

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067**

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 / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Miscellaneous Groceries	
Solicitation No. - N° de l'invitation W0114-13G104/B	Date 2013-01-08
Client Reference No. - N° de référence du client W0114-13-G104	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-650-6039
File No. - N° de dossier KIN-2-38200 (650)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-20	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Rombough, Lori	Buyer Id - Id de l'acheteur kin650
Telephone No. - N° de téléphone (613)545-8061 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB KINGSTON BLDG VB 34 ROUTLEDGE HALL BLDG B 31 KINGSTON Ontario K7K7B4 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

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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, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; and |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Requirement, the Basis of Payment and any other annexes.

2. Summary

2.1 To establish a Regional Individual Standing Offer for the provision of grocery items on an "as and when requested" basis for the Department of National Defence at CFB Kingston, Ontario. All items shall conform to the relevant CGSB Standard, as applicable.

2.2 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 and related documentaton.

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

2.4 The period for placing call-ups against the Standing Offer shall be from 01 April 2013 to 30 September 2013.

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 (<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 (2012-11-19) 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: sixty (60) days
Insert: ninety (90) days

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.

Once the offer has been completed and submitted to the bid receiving unit, a copy of the Work Document (Excel file) may be forwarded, by e-mail to: **kingston.procurement@pwgsc.gc.ca**

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 Ontario.

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.

5. Canadian General Standards Board - Standards

A copy of the Specifications is available and may be purchased from:

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)
Fax: (819) 956-5740

E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca

CGSB Website: [Canadian General Standards Board](http://www.cgsb.gc.ca)

6. Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- a. designates the brand name, model and/or part number of the substitute product;
- b. states that the substitute product is fully interchangeable with the item specified;
- c. provides complete specifications and descriptive literature for each substitute product;
- d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2. Products offered as equivalent in form, fit, function and quality will not be considered if:

- a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

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, Excel file, by e-mail to kingston.procurement@pwgsc.gc.ca

Section II: Certifications (one (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.

Section I: Financial Offer

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

Annex B-1 - Working Documents (Excel File)

The Offerors will complete the List of Products using the Excel file and ensure that it has been properly filled out and contains all required information.

1. Hard (Paper) Copy: One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.

2. Soft (Electronic) Copy: In addition to the hard copy, PWGSC is requesting offerors send in an electronic copy of Excel file, by e-mail at the following address: **kingston.procurement@pwgsc.gc.ca**

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.

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 including the technical and financial evaluation criteria.

1.1 Financial Evaluation

1.1.1 If a requested pack/size is no longer available, it is up to the offeror to notify the Contracting Authority no later than seven (7) calendar days prior to the closing date. Any changes to product pack and /or size will be made by the Contracting Authority through an amendment to the Request for Standing Offer document.

Where changes to pack or unit size are proposed, it must be less than a 10% difference between the unit size of the proposed alternate and that specified in the RFSO.

1.1.2 Offers will be assessed to arrive at an aggregate value based on the estimated usage provided herein at Annex B-1, Incoterms 2000 "DDP Delivered Duty Paid" as indicated.

The estimated usage provided herein is for the sole purpose of establishing an evaluation tool and are based only on best estimates. They may not reflect the actual usage and do not represent any commitment on the part of Canada.

1.1.3 Under Pricing Basis "A", the Offeror's Unit Prices will be multiplied by the corresponding estimated usage to arrive at an extended price. In the event that a bidder does not provide a price for any item PWGSC will, for assessment purposes only, substitute the highest price quoted (by another offeror) for the item for which they did not provide a quote. If all offerors fail to provide a price for a particular item, that item will be eliminated from the assessment. This will be for the purposes of obtaining an aggregate total for each bidder.

1.14 Under Pricing Basis "B", the percentage discount will be deducted from the estimated dollar value to arrive at an extended price.

1.15 The aggregate value is the sum of all extended prices.

2. Basis of Selection

It is the intention of Canada to issue one Standing Offer to the compliant offeror whose proposal:

1. Offers the lowest aggregate value; and
2. Meets all the Conditions Precedent to Issuance of a Standing Offer (located in Part 5).

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer**1.1 Code of Conduct and Certifications - Related documentation**

By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have 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 comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

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) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

2. Additional Certifications Precedent to Issuance of a 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 requirement within that time period will render the offer non-responsive.

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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 the 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.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC. 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

- () 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;
- () is not subject to the FCP, being a regulated employer under the *Employment Equity Act*, S.C. 1995, c. 44;
- () *is subject to the requirements of the 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), in which case a duly signed certificate of commitment is attached;*
- () *is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).*

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

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", Annex "B" and Annex "B-1".

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* (<https://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 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

The text under Subsection 4 of Section 11 - Code of Conduct and Certifications - Standing Offer of 2005 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

3. Standing Offer Reporting

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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with Annex B-1. 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 data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 April 2013 to 30 September 2013.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Lori Rombough
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence St., 2nd Floor
Kingston, Ontario
K7L 1X3

Telephone: 613-545-8061

Facsimile: 613-545-8067

E-mail address: lori.rombough@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.

5.2 DND Project Authority

The Project Authority for the Standing Offer is:

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.

5.3 Offeror's Representative - Offeror to complete with bid.

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail: _____

6. Call-up Procedures

The Supplier must acknowledge each order no later than the next working day from receipt of the call-up.

7. 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.

8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

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 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029 (2012-11-19), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex B-1, Working Document (Excel File);
- h) the Offeror's offer dated _____ (to be completed by PWGSC at time of issuance)

10. Certifications**10.1 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.

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 Ontario.

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 (2012-11-19), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

The text under Subsection 4 of Section 25 - Code of Conduct and Certifications - Contract of 2029 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all

individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

Section 12 Interest on Overdue Accounts, of 2029 will not apply to payments made by credit cards.

2.3 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations

D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products

B7500C (2006-06-16) Excess Goods

3. Term of Contract

3.1 Delivery Date

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

4. Payment

4.1 Basis of Payment

1. The Basis of payment attached hereto as Annex "B" and Annex "B-1" shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B" and Annex "B-1", Harmonized Sales Tax (HST) extra, if applicable.

4.4 SACC Manual Clauses

H1001C (2008-05-12) Multiple Payments

4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

5. Invoicing Instructions

Only one (1) copy of invoice is required and must show:

- a) the date;
- b) name and address of the consignee;
- c) DND's purchase order number and the Standing Offer number;
- d) description of the goods.

6. Insurance

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

Annex A - Statement of Requirement

1. No minimum call-ups apply to this Regional Individual Standing Offer.
2. All products supplied must be in accordance with the latest issue of the relevant Canadian General Standards and all relevant Acts and Regulations.
3. **Electronic Price Lists** - The Supplier shall provide electronic copies (in the form of a CDs or Excel spreadsheet sent by e-mail) of the products and price lists to the Site/Call-up Authority.
4. **Item Sizes** - The Supplier must supply items in the size identified in Annex "B" - Pricing Basis. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Supplier must notify the Project Authority and PWGSC to obtain their written acceptance of a replacement size.
5. **No Substitution** - Items provided under Annex B-1, Pricing Basis "A" MUST be the brand name specified.
6. **Brand Name** - All other items offered and supplied under Pricing Basis "B" of Annex B-1 must be a recognized brand name.
7. **Back Orders:** No back orders will be accepted unless arranged in advance with the Project Authority or authorized designate.
8. **Final Inspection & Product Acceptance / Rejection:** Inspection and acceptance will rest with the Project Authority or authorized designate at the delivery destination. All products supplied shall be free of signs of deterioration, spoilage, filth or damage by rodents or insects.

The Project Authority or authorized designate will have the right to reject product at the time of delivery and any unacceptable product(s) will be removed immediately by the Supplier. Rejected items discovered after delivery must be picked-up within 1 working day of notification of the rejection.

Rejected product(s) must be replaced within 1 working day of notification.

9. Rejections:

High quality products and service as defined in "Canadian General Standards Board Specifications (CGSB) will be required during the period of this Standing Offer. Failure to provide the level of **quality of goods and services as defined herein OR non-compliance with Annex B Pricing Basis, which contains the descriptions of the Grocery** products, on more than three (3) instances over the period of the Standing Offer may result in the following:

First incident: An initial notice of failure to provide the level of service required, quality products or correct product size etc.

Second incident: A second incident will result in a written notification from PWGSC requesting corrective action; and

Third incident: The vendor will be advised that their Standing Offer has been set-aside and no further call-ups will be processed.

10. Preparation for Delivery: Each container shall be packed in such a manner that the faced shown surface of all boxes/cartons must be clearly marked to show the grade, size, net weight and/or quantity, storage instructions and/or special instructions of the product contained in the package. All boxes/cartons must be clearly labelled with the Supplier's name and address.

The Supplier must supply delivery slips for each delivery.

10.1 Pallets: All goods must be delivered on registered pallets only (ORANGE OR BLUE PALLETS ONLY). It is the responsibility of the Supplier to implement a tracking system to insure that the number of outgoing pallets does not exceed the number of pallets delivered by their company. This register must be verified by the Project Authority or authorized designate.

The Supplier shall maintain a record of the number of pallets delivered to and returned by each delivery location. A copy of this record shall be provided to the Project Authority or authorized designate. Any disagreement with the quantities shown on the summary must be forwarded to the Supplier in writing within thirty (30) days after the last delivery date of the disputed month.

11. Delivery Addresses and Location Specific Instructions

11.1 Delivery addresses:

1. Vimy Kitchen, Bldg. B4;
2. Royal Military College Kitchen, Yeo Hall;
3. Fort Frontenac, Bldg. FF03;
4. 1 CFJSR - Canadian Forces Joint Signal Regiment (see Note #1);
5. Warrant Officer & Sergeant's Mess; and
6. Other CFB Kingston Delivery Points (see Note #1).

Note #1: 1 CFJSR is on-site at CFB Kingston but occasionally, personnel travel to Base Petawawa and would therefore require deliveries to be made to them at Base Petawawa. Additional shipping charges may be applicable if goods are required to be shipped to CFB Petawawa.

11.2 Delivery Parameters:

Delivery, for regular requirements, shall be made within **2 WORKING DAYS** from receipt of a call-up.

Deliveries shall occur between 06:00am and 11:30 a.m., Monday to Friday not including statutory holidays.

Emergency delivery on weekends due to operational requirements must be available with no changes to pricing. Emergency delivery would be defined as a national emergency or aid to civil power (i.e ice storm).

If the Supplier has scheduled deliveries on Saturday or Sunday, no extra charge will be incurred.

11.3 Other Requirements

"NO NAME" BRANDS WILL NOT BE ACCEPTED

ORDER RECEIPT ACKNOWLEDGMENT: The Supplier must acknowledge each order no later than the next working from receipt of the call-up.

STOCK OUTS/BACK ORDERS/ORDER CHANGES: The Supplier must notify the Project Authority or authorized designate, of any shortages for orders prior to delivery (no later than 1600 hrs). No substitutes will be made without written approval by the Project Authority or authorized designate.

ANNEX "B" - BASIS OF PAYMENT

If a requested pack/size is no longer available, it is up to the bidder to notify the Contracting Authority no later than 7 calendar days prior to the closing date. Any changes to product pack and/or size will be made by the Contracting Authority through an amendment to the Request for Solicitation document.

Where changes to pack or unit size are proposed, it must be less than a 10% difference between the unit size of the proposed alternate and that specified in the RFSO.

The Standing Offer is limited to the actual supplies ordered and delivered.

Pricing under Pricing Basis "A" is firm, all-inclusive Incoterms 2000 "DDP Delivered Duty Paid" unit pricing, in Canadian dollars. Harmonized Sales Tax (HST) is not to be included in the Unit price but will be shown as a separate line item on all invoices.

Pricing Basis "B" is a discount that will be applied against the prices of the LATEST ISSUE of the Supplier's Master Product Price List.

SPECIAL PRICING: resulting from year-end or surplus manufacturing runs, special job, sales etc., can be purchased through a call-up against this standing offer.

REBATES: No manufacturers rebates are to be included in the pricing. Rebates from manufacturers will be sent to the Project Authority or authorized designate in the form of a credit note to be used for future orders or a cheque made out to the Receiver General of Canada. The Project Authority or authorized designate will determine which form these Rebates will take.