

**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> Meat Products		
<b>Solicitation No. - N° de l'invitation</b> EW479-123128/A		<b>Date</b> 2012-11-08
<b>Client Reference No. - N° de référence du client</b> EW479-123128		<b>Amendment No. - N° modif.</b> 004
<b>File No. - N° de dossier</b> EDM-1-34799 (005)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-005-9331		
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale		2012-03-09
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-12-05</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<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 #004 is raised to address the following:**

**Remove the current Request for Standing Offer in its entirety and replace with the Request for Standing Offer below. Annex "B" (attached as a separate document), remains unchanged. All other terms and conditions remain unchanged.**

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Solicitation No. - N° de l'invitation

EW479-123128/A

Amd. No. - N° de la modif.

004

Buyer ID - Id de l'acheteur

edm005

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

EW479-123128

File No. - N° du dossier

EDM-1-34799

CCC No./N° CCC - FMS No/ N° VME

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**List of Annexes:**

Annex "A"	Requirement
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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:

- (i) Part 1: General Information;
- (ii) Part 2: Offeror Instructions;
- (iii) Part 3: Offer Preparation Instructions;
- (iv) Part 4: Evaluation Procedures and Basis of Selection;
- (v) Part 5: Certifications, and
- (vi) Part 6: 6A, Standing Offer, and 6B, Resulting Contract Clauses; and, the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; and

Part 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, Financial Evaluation, Standing Offer Usage Report and the Low Line Item Award Approach Example.

### 2. Summary

**2.1** Regional Individual Standing Offer for the supply, delivery and off-loading of meat, fish and poultry products, to the Department of National Defence, Wing Commander/4 Wing Cold Lake, Alberta, CFB/ASU Edmonton, Alberta and CFB/ASU Wainwright at Denwood, Alberta, on an "as required" basis during the period of date of issue to March 31, 2013, divided into four re-bid periods as outlined in the Schedule at Annex "B" (attached as a separate excel document).

**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.

**2.3** The requirement is subject to a preference for Canadian goods and/or services.

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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.

- 1.1.1** The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

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 issuance of a standing offer.

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/formulaire-forms-eng.html>) 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.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Offer of 2006 referenced above is replaced by:

The Offeror must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the Offer, and must also provide Canada, when requested, with the corresponding Consent Forms. The Offeror will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any standing offer arising from this Request for Standing Offers (RFSO) and any call-ups made against the Standing Offer.

### 1.2 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products  
M0019T (2007-05-25) Firm Price and/or Rates

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## 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 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 five (5) 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 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, 1duotangs or binders.

#### 1.1 Section I Financial Offer

Offerors must submit their financial offer in accordance with Annex "B", Working Document - 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.
- (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) Offeror's must provide pricing in accordance with the unit requested;
- (b) Any bolded line items, brands, sizes, weight etc., must not be substituted. Substitution of these items will render the Offer non-responsive and no further consideration will be given;
- (c) Offeror's must perform the full scope of work described in Annex "A" - Requirement and Annex "B" - Basis of Payment; and
- (d) Offeror's may complete the product list(s) of their choice included in Annex "B" Working Documents - Basis of Payment, however they must provide prices for a minimum of 90% of line items listed on the product list(s) submitted.

#### 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, and deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax included. Additional surcharges will not be acceptable.

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

- (a) The unit prices will be multiplied by their applicable estimated usage's to obtain a total extended line item price;
- (b) In the event that an offeror provides a price for a substituted line item not duly incorporated in an amendment, PWGSC will for assessment purposes only, use the highest price quoted by another offeror (if applicable), for that line item. If a change made to a line item renders the evaluation of like items impossible, then that line item will be eliminated from the evaluation process;

- (c) If all offers including the electronic versions of the excel documents Annex "B", are received by PWGSC prior to the bid close date and time, the electronic version of Annex "B" will be used to conduct the evaluation and will take precedence; and
- (d) The total extended line item prices will be added together to reach a total evaluated Offer price.

**1.2.3** The RFSO will allow for the possibility of awarding up to three (3) Standing Offers for each location, in accordance with 2.2 Standing Offers (Multiple).

#### **1.2.4 Financial Evaluation for Period B, C and D**

- (a) The Financial Evaluation for Period B, C and D will be conducted in the same manner as Period A based on the future closing dates listed in Annex B.

### **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. The responsive offer(s) with the lowest evaluated price will be recommended for issuance of a standing offer(s), in accordance with 2.2 Standing Offers (Multiple).

### **2.2 Standing Offers (Multiple) - Periods A, B, C and D**

The RFSO will allow for the possibility of awarding up to three (3) Standing Offers for each location.

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

## 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 - \$200,000 or more

- 2.1.1 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.

**2.1.2** 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:

**2.1.3** 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 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;
- (d) ( ) 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.

## **2.2 Canadian Content Certification**

### **Canadian Content Certification - M3063T (2010-01-11)**

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

## 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

- 2.1.1 2005 (2012-07-16) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

- 2.1.2 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.

##### 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 shall be within the period from date of issue to March 31, 2013.

**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 for the Standing Offer is: *(to be determined upon issuance of a Standing Offer)*

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

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).

**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.

1. the call up against the Standing Offer, including any annexes;
2. the articles of the Standing Offer;
3. 2005, (2012-07-16), General Conditions - Standing Offers - Good or Services;
4. 2010A (2012-07-16), General Conditions Goods (Medium Complexity);
5. Annex "A" - Statement of Requirement;
6. Annex "B" - Working Document - Basis of Payment;
7. Annex "C" - Standing Offer Usage Report;
8. Annex "D" - Low Line Item Award Approach Example; and
9. 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.

**9.2 SACC Manual Clauses**

M3000C (2006-08-15) Price Lists

M3060C (2008-05-12) Canadian Content Certification



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**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.

**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.

#### 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.

#### 5.2 Requirements Pertaining to Invoicing:

A bill of lading and a computerized invoice in three (3) copies, "one original and two copies", must be provided to the consignee at time of each delivery. Hand written invoices will not be accepted. The Consignee's delivery representative will verify with the Offeror's representative that all items shipped have been received using the bill of lading provided by the Offeror.

The Offeror must only charge for the items delivered and accepted. The Offeror is to ensure that a request for credit receipt is issued at time of delivery for all items that are not accepted by the consignee's representative at time of delivery. The Offeror agrees to provide the consignee with a detailed credit receipt within four (4) working days from delivery for all items that the consignee and the Offeror agree have been shorted or damaged prior to or during delivery. Invoices will not be forwarded for payment until the Offeror provides the Consignee with an approved credit receipt.

Invoices must contain the following information:

Attn: Name of Requesting Units Chief Cook, and Rank  
 Name of the Canadian Forces Field Unit or Foreign Army Visiting Unit  
 Unit's Complete Mailing Address  
 Unit area code and telephone number  
 Standing Offer Number  
 Exercise Name  
 DND Purchasing Invoice Control Number  
 Call-Up Number  
 Supplier Invoice Control Number  
 Delivery Date

#### 6. SACC Manual Clauses

B2005C 2007-05-25 Fish - Quality Stamping  
 B3003C 2007-05-25 Grades of Meat  
 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

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D3007C 2007-11-30 Inspection and Stamping  
D5311C 2007-11-30 Right of Access and Inspection of Meat  
G1005C 2008-05-12 Insurance

## ANNEX "A" REQUIREMENT

Regional Individual Standing Offer for the supply, delivery and off-loading of meat, poultry, fish and related packing house products to the Department of National Defence, Edmonton Garrison, Edmonton, Alberta, CFB/ASU Wainwright at Denwood, Alberta, and CFB/ASU Cold Lake at Cold Lake, Alberta, on an "as required" basis for the period from date of issue to March 31, 2013, divided into four re-bid periods as outlined in the Schedule at Annex "B" (attached as a separate excel document), and in accordance with the terms and conditions set out herein.

Personnel from the Canadian Forces will meet the Offeror's personnel at the specified points of delivery to receive the delivery.

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

### 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 Labelling Act (as it relates to food)
- Food and Drug Act (as it relates to food)
- Fish Inspection Act
- Meat Inspection Act

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

Meat Products: 32.18M, 32-46M, 32.50M, 32-61M, 32-63M, 32-65M, 32-69M, 32-71M, 32-183M, and 32-188M.

Handling, packaging and labelling of meat, poultry and fish for Food Services: 32.72M

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

CGSB Sales Unit

Ottawa, Ontario K1A 1G6

Telephone: (613) 941-8703 or 8704 Fax: (613) 941-8705

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) Only Federally inspected meat will be accepted. No second handling of meat will be allowed. Handling, packaging and labelling of meat, poultry and fish must be in accordance with CGSB Specification 32.72M, current edition.

(d) Grade "AA" is the minimum grade for all red meat products. Grade A will be an acceptable grade for poultry products and any other products unless otherwise specified.

- (e) Any repackaged cartons, boxes, bags, or crates of individual products must contain like items and must not be mixed with any other products. No substitute on the packaging, containers or sizes including case quantities will be accepted unless approved prior to shipping.

**Red Meat Products**

Red meat products must be shipped in the original carton from the manufacturing facility. All red meat products must have been processed from cattle under thirty (30) months in age.

**Transportation - Meat**

Transportation will be in accordance with the Department of National Defence Code of Practices for the Transportation of Meat attached as Attachment No. 1 to Annex "A".

**DND Ordering Responsibilities:**

All orders will be placed a minimum of two (2) working days prior to the expected delivery day by telephone, 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 in providing the specified food commodities shall be immediately brought to the attention of the designated Base Food Services representative, and is the only authority that can approve substitutions.

**Rejects and Shortfalls:**

The Offeror agrees, upon notification of rejects or shortages, to replace all shorted and rejected items within one (1) working day unless other arrangements have been made with the designated Food Services Representative for these items. Delivery costs incurred to replace these items will be at the Offeror's expense.

**Discrepancies and Substitutions:**

Food item substitutions will not be accepted without the written approval of the Food Services Representative. All discrepancies in the delivery of products different from those ordered shall be recorded on the bill of lading invoice. All food item substitutions shall be clearly identified on the invoice.

**Products Not Meeting Quality Standards:**

Any products not meeting the Quality Standard Requirements will be returned (opened or unopened) to the Offeror, at the Offeror's expense.

**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. DND representatives may perform quality assurance inspections at the Offeror's facilities as required.

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**Food Deliveries:****Edmonton Garrison**

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 hrs and 1200 hrs, Monday through Friday inclusive. 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.

On occasion, there may be a requirement for deliveries on Saturdays. Arrangements for these deliveries will be mutually agreed upon by the Offeror and the designated Food Services representative.

**Wainwright**

Offerors must be capable of providing delivery four (4) times a week and unless otherwise specified in the call-up document, deliveries are to be made to:

Building 614  
Food Services Complex  
Western Area Training Centre  
Denwood, Alberta

Deliveries shall be made within 48 hours of call-up as per specified delivery date and must arrive no later than 9:00 a.m., each delivery day to ensure that sufficient DND staff are available to receive the order. If for any reason, deliveries will be late, the Offeror will notify the Base Food Services Officer or designated representative of the estimated arrival time, so that the Base Foods Service Officer or designated representative can make alternate arrangements to have enough DND staff available at the revised arrival time.

During major exercises, the Offeror will be required to make deliveries to the field. If the Offeror will be using a common carrier to deliver products, the Offeror must ensure that the common carrier will provide deliveries to the field. The delivery area is commonly known as "Airfield 21" and is accessible by truck.

**Cold Lake**

Deliveries are to be made directly to a specified location within the geographical boundaries of the Department of National Defence, 4 Wing Cold Lake, Cold Lake, Alberta between the hours of 0715 hrs and 0830 hrs, Monday through Friday inclusive. 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.

On Occasion, there may be a requirement for deliveries on Saturdays. Arrangements for these delivered will be mutually agreed upon by the Offeror and the designated Food Services representative.

An original invoice and Bill of Lading/Pro Bill is required upon delivery of order.

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**MEAT CODE OF PRACTICE**  
**Attachment No. 1 to Annex "A"**

**FOR THE TRANSPORTATION OF MEAT PRODUCTS**

1. The vehicles utilized for the transportation of meat products must be considered as an extension of the plant premises. As such, it is important that the environment it presents does not put at risk the integrity of the meat products contained therein. The vehicle must act as the interim storage facility from the plant to point of destination.
2. The construction, maintenance, sanitation and refrigeration standards, in addition to handling practices must equate as closely as is reasonably possible, to the standards required of a well operated meat processing establishment.
3. Competent regulatory personnel should be required to monitor this aspect of the meat processing chain and further, should be empowered to deny the use of unsatisfactory vehicles and to put under detention, pending further action, meat products transported in unsatisfactory vehicles or which have subject to abuse, i.e. defrosting, contamination, etc. during transportation.

**CODE OF PRACTICE**

1. Construction: The meat food component of the vehicle, in addition to the balance of the vehicle, shall be so designed and constructed of such materials that will afford adequate protection to the type of meat product being transported therein.
2. Maintenance: Such equipment must be maintained structurally so as to preclude the contamination of a meat product by unwanted, extraneous material such as dust, debris, insects, etc.
3. Sanitation: The equipment must be subject to such cleaning and sanitation procedures as will assure an environment that will preclude the exposure of meat products to elements and factors hostile to the integrity of the product.
4. Temperature: Temperature control mechanisms must be in place and be demonstrated as effective for their intended purpose. Refrigeration temperatures are required as follows:
  - a. Frozen Meat Products: An ambient temperature of the meat food carrying component must be such that it assures that the product will not be subjected to defrosting, keeping in mind the external temperature and the length of time that product will be in transit.
  - b. Fresh Meat Products: An ambient temperature of the meat food carrying component of the vehicle must be such that it assures that the product will not be subjected to the insult of the growth of disease producing bacteria or the lessening of product quality.
  - c. Transfer Depots: Clean and sanitary facilities must be provided where meat food products are transferred from one vehicle to another. The product must be protected from unwanted external influences such as weather, dust, flies, etc. Refrigerated storage facilities must be available where product is off-loaded and awaiting transfer to another vehicle. The equipment must provide temperatures that will meet the intent as set out in 4a and 4b.

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5. Shipper's Responsibilities: It shall be the responsibility of the shipper to assure that:
- Meat food products are kept at correct refrigeration temperatures preparatory to loading on the vehicle for shipping.
  - Meat products are adequately wrapped or packaged against external contamination influences. Quarters and sides that are hung may be exempted if the balance of the cargo does not put them at risk.
  - Meat food products are not loaded on a vehicle that, by its condition or lack of sanitation or by the cargo contained therein, would put a meat food product at risk.
  - Where deficiencies are noted as in 5c, said deficiencies will be reported to the regulatory authority having jurisdiction for such matters.
6. Carrier's Responsibilities: It is the responsibility of the carrier to assure that:
- His vehicle meet the guidelines as set out under the items covered under construction, maintenance, sanitation and temperatures.
  - The meat food products carried on the vehicle are protected during transit from other cargoes that may be carried at the same time.
  - His employees are provided with and utilize clean clothing when handling unwrapped meat food products.
  - His employees engaged in the transportation, handling and off loading of meat products are adequately trained and assume their responsibilities in the sanitary handling of such products.
  - Meat food products not adequately refrigerated, wrapped or packaged be refused as cargo.
  - Where deficiencies are noted, as in 6e, said deficiencies are to be reported to the regulatory authority having jurisdiction for such matters.
7. Prohibition: Fresh and frozen meat food products must not be carried in vehicles utilized in the transportation of live animals, pesticides, herbicides, or other toxic materials.



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**ANNEX "B"**  
**WORKING DOCUMENTS - BASIS OF PAYMENT**

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

Please see Excel file - Annex "B", Working Document - Basis of Payment, (attached as a separate document), which includes the following Product Lists:

- a) CFB/ASU Cold Lake - Periods A, B, C and D;
- b) CFB/ASU Edmonton - Periods A, B, C and D; and
- c) CFB/ASU Wainwright - Periods A, B, C and D

**ANNEX "C"**  
**STANDING OFFER USAGE REPORT**  
**INSTRUCTIONS FOR SUBMISSION OF STANDING OFFER USAGE DATA**

Please e-mail the usage information, for Standing Offer EW479-123128, for Department of National Defence, 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 EW479-123128</u>	Start Date of SO <u>( 2012-04-01 )</u>	End Date of SO <u>( 2013-03-31 )</u>
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Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period DD/MM/YYYY	End Reporting Period (DD/MM/YYYY)
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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.**