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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;

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 Requirement, Basis of Payment, Financial Evaluation, Periodic Usage Reports - Standing Offers and Aboriginal Opportunities Considerations.

2. Summary

Regional Individual Standing Offer for the supply, delivery and off-loading of miscellaneous groceries, to the Department of National Defence, Yellowknife, NT, on an "as required" basis for a period of three (3) years, from date of issue (estimated to be from June 15, 2015 to June 14, 2016).

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

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

This procurement is subject to the Tlicho Land Claims Agreement.

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 (2013-03-21) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products
B4024T (2006-08-15) No Substitute Products
M0019T (2007-05-25) Firm Price and/or Rates

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, a copy of the Financial Evaluation (Excel File, Annex C) 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.

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DND

CCC No./N° CCC - FMS No/ N° VME

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 the Northwest Territories.

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 should:

- 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 Annex "B" - Basis of Payment and Annex "C" - Financial Evaluation. The total amount of Applicable Taxes must be shown separately.

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 Offer including the financial evaluation criteria.
- (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) Offerors must perform the full scope of work described in Annex "A" - Requirement;
- (b) Offerors must complete Annex "B" - Basis of Payment;
- (c) Offerors must complete Annex "C" - Financial Evaluation, and provide pricing for 90% of all line items; and
- (d) Prior to issuing a Standing Offer, a copy of the lowest Offeror's published price list in effect on Monday, May 6, 2013, will be requested by the Contracting Authority, for price verification purposes. The published price list must be submitted to the Contracting Authority within five (5) working days of the request. If the published price list is not received within the allowable time frame, the Offer will be considered non-compliant and no further consideration will be given.

1.2 Financial Evaluation

1.2.1 Financial Evaluation:

1.2.1.1 The price of the offer, FOB destination (Yellowknife, NT), including all applicable ecology charges and deposits, and delivery and off-loading charges, will be evaluated in Canadian Dollars, Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is included, (as a separate line item), if and where applicable.

1.2.1.2 The total overall offer price for each product list will be calculated as follows:

- (a) Firm unit prices will include the applicable discount or mark-up indicated in Annex "B" for the applicable item and category;
- (b) Firm unit prices must be in accordance with Offeror's published price list in effect on Monday, May 6, 2013, less the discount or plus the mark-up. Verification of the Offeror's prices will be made by the Contracting Authority prior to issuance of a Standing Offer. In the event there is a discrepancy between the

list price before discount or mark-up and the published price list, the published price list will prevail and the Offeror's discount or mark-up will be applied to the price indicated in the published price list;

- (c) The firm unit prices will be multiplied by their applicable estimated usage's to obtain a total extended line item price;
- (d) 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 Mandatory Criteria, (c). Should the number of impacted line items exceed the percentage of allowable omissions as per Part 4, 1.1 Mandatory Criteria, (c), the offer will be considered non-compliant and no further consideration will be given;
- (e) The total extended line item prices will be added together to reach a total evaluated Offer price; and
- (f) The responsive offer with the lowest total evaluated Offer price will be recommended for issuance of a Standing Offer.

1.3 SACC Manual Clauses

C900T (2010-08-16) Pricing

2. Basis of Selection - Mandatory Criteria Only

- 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 Aboriginal Benefit percentage will be deducted from the sub-total if applicable (see Annex "E"- Aboriginal Opportunities Considerations). The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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 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 that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

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

Federal Contractors Program - \$200,000 or more

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.
3. 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 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 SACC Manual Clauses

A3050T (2010-01-11) Canadian Content Definition

2.3 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.

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. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Periodic Usage Reports - Standing Offer

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 "D". 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:

June 1 to August 31
September 1 to November 30
December 1 to February 28
March 1 to May 31

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is for three (3) years, from date of issue (estimated from June 15, 2013 to June 14, 2016).

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

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

Telephone: (780) 497-3541
Facsimile: (780) 497-3510
E-mail address: alex.tikhonovitch@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.

5.2 Procurement Authority

The Procurement 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 Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and resulting Call-up. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Call-up. The Offeror may discuss administrative matters identified in the Call-up with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the Standing Offer. Changes to the Standing Offer can only be made through a contract amendment issued by the Standing Offer Authority.

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

Name:
Title:
Organization:
Address:

Telephone:

Facsimile:

E-mail:

6. Identified Users

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

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 \$40,000.00 (Applicable Taxes 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.

1. the call up against the Standing Offer, including any annexes;
2. the Standing Offer;
3. the general conditions 2005, General Conditions - Standing Offers - Good or Services (2012-11-19)
4. 2010A (2013-04-25), General Conditions Goods (Medium Complexity);
5. Annex "A" - Requirement;
6. Annex "B" - Basis of Payment;
7. Annex "D" - Periodic Usage Reports - Standing Offer;
8. the Offeror's offer dated _____ (insert date of offer).

10. Certifications

10.1 Compliance

Compliance with the certifications and related documentation 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.

10.2 SACC Manual Clauses

M3000C (2006-08-15) Price Lists

M3060C (2008-05-12) Canadian Content Certification

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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 the Northwest Territories.

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 (2013-04-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2013-04-25) 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 Delivery 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 contract for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

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.

6. **Insurance**

SACC Manual clause G1005C (2008-05-12)

7. **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
D3007C 2007-11-30 Inspection and Stamping
D5311C 2007-11-30 Right of Access and inspection of Meat

ANNEX "A" REQUIREMENT

Request for Regional Individual Standing Offer for the provision of Food Supplies for JTFN Yellowknife NWT on an "as required" basis. The required rations include but are not limited to: Meat, Poultry, Fish, Dairy Products, Eggs, Fruit and Vegetables (Fresh and Frozen), Bakery Products, Oils, Shortening, Condiments, Miscellaneous Groceries and other Related Products. Successful offerors shall supply, deliver and offload various quantities of food products over the period of the standing offer, for the period of three (3) years, from date of issue (estimated from June 15, 2013 to June 14, 2016), in accordance with the terms and conditions set out herein.

Delivery

- a) Delivery may be at any of the following locations:
 - PAB Kitchen rear loading entrance;
 - JTFN Evans Building. Yellowknife. NT;
 - Yellowknife Municipal Airport;
 - As determined within the city limits of Yellowknife;
- b) Hours of delivery from 0800-1500 hrs; and
- c) Delivered Monday to Friday.

Service levels - Normal Requirements

Within three (3) working days (working day is defined as between the hours of 06:30 and 15:30, Monday to Friday).

Confirmation Of Availability

Offeror must acknowledge receipt of each order and notify the ordering office within four (4) hours of receipt of items not available for delivery. Back orders will not be accepted without prior approval by the ordering office.

Substitution of any item(s) must be authorized by the ordering office prior to delivery.

Prices charged on invoices must reflect the price of the item at the time of ordering. The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC. PWGSC reserves the right to revoke the authorization for call-up authority of any individual item(s) where it feels the price increase is not justified or has not been adequately substantiated. The determination of adequacy will rest solely with PWGSC.

For Urgent Requirements

Delivery within two (2) Calendar days (Calendar day is defined as a twenty-four (24) hour period immediately following the time of ordering).

For Emergency Requirements

Delivery within twenty-four (24) hours. Emergency Requirements will be as detailed in each Call-up against the Standing Offer and the Offeror will be contacted directly to ensure ability to comply.

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
 - Fish Inspection Act
 - Meat Inspection Act
 - Consumer Packaging and Labelling Act (as it relates to food)
 - Food and Drug Act (as it relates to food)
- (b) Products must comply with the Canadian General Standards Board (CGSB) standards and specifications related to food procurements (most current version at time of call-up)

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
Fax: 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.

Delivery of Products Not Meeting Quality Standards

Any products not meeting the Quality Standard Requirement will be returned (opened or unopened) at the supplier's expense.

Repeated and continuous shipment of products that fail to meet the Quality Standard Requirements may result in no further orders being placed and the Standing Offer may be set aside.

Case Lot Provisions

Offerors pricing by case lots will be required at times to split cases by item. Prices charged per item should reflect the case price, divided by the number of items in the case.

Packaging

All food items must be shipped to the specified delivery point on shrunk or stretch wrapped pallets not higher than 180 cm. in height. Food items are to be palletized in segregated commodities of Chilled, Frozen and Dry Goods. Food items are to be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet. All non-food items are to be palletized and wrapped on their own pallet.

The Offeror must ensure all orders will be palletized and wrapped, ensuring that there are no conditions that would allow potential cross contamination, packaging remains intact, free from filth, spoilage, dents, swelling, leakage, and pest-infestation and transported within the temperature guidelines as set forth in both the Food Safety Code of Practice booklet and in accordance with CFIA guidelines.

All packaging must include a "date of pack" or "best before date" clearly visible on each outer box or individual item, marked on one end, with the month and year of packaging in letters a minimum of one half to one inch in height.

Pallets are to be loaded in such a way as to allow easy access for off-loading with forklifts. The Offeror agrees not to load pallets in a cinder box fashion. The Offeror is responsible for offloading all food items.

Returnable pallets or shipping containers will be picked up by the Offerors when empty.

Year of Pack and Marking

All food packages shall contain only the current season's crop of the country of origin. Each packing case shall be marked on one end with the month and year of packing in letters one half to one inch in height.

Grades of Meat

The minimum acceptable Grade for beef requirements is Grade AA. The minimum acceptable Grade for all other requirements is Grade "A".

Aging

All beef (bone in or boneless) must be aged for a minimum of fourteen (14) days before product is frozen.

Order Size

If it is not possible to supply aged beef product from stock on hand at time of call up, supplier must contact the consignee to advise the best possible delivery date. Do not supply a product that has not been aged for the minimum period of time. Pork, lamb and veal: Master carton to contain no more than 22 kg (50 lbs.).

Ground Beef

The following certification is required with each shipment of ground beef. Signed by authorized representative of supplier. "Certified that fat content of the is shipment, supplied in accordance with Standing Offer Agreement, has been analyzed and does not exceed 19% fat." (see Attachment No. 2 to Annex "A")

Dairy Products

- a) Poly bags must be free from contamination.
- b) All ice cream products must arrive at destination hard frozen.
- c) Packing Requirements - Eggs Minimum bursting strength cardboard box, CDA approved and shall be wire strapped or taped with nylon tape "Scotch Brand" or equal.

Transportation - Meat

Transportation will be accordance with the Department of National Defence Code of Practices for the Transportation of Meat as indicated here in.

MEAT CODE OF PRACTICE FOR THE TRANSPORTATION OF MEAT PRODUCTS

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.

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.

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.
5. Shipper's Responsibilities: It shall be the responsibility of the shipper to assure that:
- a. Meat food products are kept at correct refrigeration temperatures preparatory to loading on the vehicle for shipping.
- b. 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.
- c. 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.
- d. 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:
- a. His vehicle meet the guidelines as set out under the items covered under construction, maintenance, sanitation and temperatures.
- b. The meat food products carried on the vehicle are protected during transit from other cargoes that may be carried at the same time.
- c. His employees are provided with and utilize clean clothing when handling unwrapped meat food products.
- d. 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.
- e. Meat food products not adequately refrigerated, wrapped or packaged be refused as cargo.
- f. 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.

Attachment No. 1 to Annex "A"
PARTIAL LIST - CANADIAN GOVERNMENT STANDARDS BOARD SPECIFICATIONS

Products to comply with CGSB:

1. Specification - 32.5M - Wheat Flour
2. Specification - 32.6M - Flours, Specialty
3. Specification - 32.9M - Cake Mixes, Prepared, Complete
4. Specification - 32.11M - Pancake and Waffle Mixes
5. Specification - 32.13M - Cereals, Breakfast, Prepared, Ready-to-eat.
6. Specification - 32.14M - Cereal, Rolled Oats
7. Specification - 32.15M - Cereal, Wheat, Uncooked
8. Specification - 32.16M - Pasta Products, Macaroni, Spaghettini, Spaghetti, Vermicelli, Lasagna, Noodles
9. Specification - 32.17M - Rice, Brown, Milled, Parboiled or Precooked
10. Specification - 32.75M - Shortening
11. Specification - 32.76M - Vegetable Oil
12. Specification - 32.77M - Lard
13. Specification - 32.78M - Margarine
14. Specification - 32.110M - Coffee, Roasted and Ground
15. Specification - 32.113M - Coffee, Instant
16. Specification - 32.143M - Canned Fish
17. Specification - 32.166M - Milk, Condensed or Evaporated
18. Specification - 32.168M - Milk, Powder
19. Specification - 32.172M - Cheese, and Cheese Products
20. Specification - 32.184M - Eggs, Shell
21. Specification - 32.208M - Maple-Flavoured Syrup
22. Specification - 32.211M - Molasses
23. Specification - 32.212M - Chocolate

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24. Specification - 32.234M - Canned Pie Fillings
 25. Specification - 32.236M - Jams, Jellies, Marmalades and Cranberry Sauce
 26. Specification - 32.237M - Peanut Butter
 27. Specification - 32.250M - Fruits and Vegetables, Fresh
 28. Specification - 32.252M - Vegetables, Dehydrated
 29. Specification - 32.253M - Canned Fruits or Vegetables and Canned or Refrigerated Juices
 30. Specification - 32.254M - Fruit, Vegetables and Juices, Frozen
 31. Specification - 32.258M - Tomato Catsup
 32. Specification - 32.262M - Peas and Beans, Dried
 33. Specification - 32.276M - Dried Fruit
 34. Specification - 32.281M - Dehydrated Soup Mixes, Instant and Simmer
 35. Specification - 32.283M - Beverage Powders, Fruit-Flavoured

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.

Solicitation No. - N° de l'invitation

W1568-13JN17/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-3-36007

Buyer ID - Id de l'acheteur

edm183

CCC No./N° CCC - FMS No/ N° VME

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

DND

**Attachment No. 2 to Annex "A"
GROUND BEEF CERTIFICATION**

The certification below, must be duly signed by the authorized representative of the Offeror and accompany all shipments of ground beef.

"Certified that fat content of this shipment of ground beef, supplied in accordance with Standing Offer Agreement, has been analyzed and does not exceed 19% fat."

Name of Authorized Representative

Signature of Authorized Representative

Date

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W1568-13JN17/A

edm183

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

EDM-3-36007

ANNEX "B"
BASIS OF PAYMENT

Pricing formulas are for the three (3) years period, from date of issue, (estimated from June 15, 2013 to June 14, 2016 inclusive), and are F.O.B. Destination (Yellowknife, NT), including all applicable ecology charges and deposits, and delivery and off-loading charges, in accordance with the following:

A: MEAT AND POULTRY

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list: _____

Less a discount of _____% or Mark-up of _____%

B: FISH

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list: _____

Less a discount of _____% or Mark-up of _____%

C: BREAD AND BAKERY

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list: _____

Less a discount of _____% or Mark-up of _____%

D: DAIRY

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list: _____

Less a discount of _____% or Mark-up of _____%

E: EGGS

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list: _____

Less a discount of _____% or Mark-up of _____%

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F: FRESH FRUIT & VEGETABLES

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list: _____

Less a discount of _____% or Mark-up of _____%

G: FROZEN FRUIT AND VEGETABLES

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list: _____

Less a discount of _____% or Mark-up of _____%

H: MISCELLANEOUS GROCERY

Cost Prices in accordance with the current PRICE LIST at the time of Call-up:

Name/Description of price list: _____

Less a discount of _____% or Mark-up of _____%

SPECIAL OFFERS

In addition to the above pricing, special offerings, sales, etc., to be made available as they occur if of lessor cost than under the above pricing arrangement.

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Amd. No. - N° de la modif.

File No. - N° du dossier

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

DND

CCC No./N° CCC - FMS No/ N° VME

ANNEX "C"
FINANCIAL EVALUATION
(for evaluation purposes only)

Please see attached Excel file

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

G.S.T. / H.S.T and ecology / deposits will be shown as a separate line item on any resulting invoices.

Offeror's must have the ability to provide unit pricing for ninety percent (90%) of line items contained in the product list and ensure that the document has been properly completed and contains all required information.

The estimated usage provided in the Excel File, entitled Annex "C", Financial Evaluation, 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 "D"
PERIODIC USAGE REPORTS - STANDING OFFER
INSTRUCTIONS FOR SUBMISSION OF STANDING OFFER USAGE DATA

Please e-mail the usage information, for Standing Offer W1568-13JN17/A, for the Department of National Defence, Yellowknife, NT 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 W1568-13JN17</u>	Start Date of SO <u>(2013-06-15)</u>	End Date of SO <u>(2016-06-14)</u>
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Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period <u>DD/MM/YYYY</u>	End Reporting Period <u>(DD/MM/YYYY)</u>
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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 E

ABORIGINAL OPPORTUNITIES CONSIDERATIONS

The following percentage reductions in the evaluated bid price (for evaluation purpose only) allow the Bidder to provide a guarantee of aboriginal benefits.

In order to comply with the requirements of the Tlicho Land Claim and Self-Government Agreement, the Bidder shall provide proof of:

1. employing Tlicho labour;

TLICHO CITIZENS EMPLOYEES

NAME & POSITION TITLE

2. use a supplier/sub-contractor that is Tlicho entity.

For the purpose of interpretation, "Tlicho entity" means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

(a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tlicho Citizens or the Tlicho Government; or

(b) a co-operative controlled by Tlicho Citizens or the Tlicho Government; or

(c) a sole proprietorship operated by a Tlicho Citizen; or

(d) a partnership in which at least 50 percent of the partners are Tlicho Citizens or the Tlicho Government.

COMPANY NAME: _____

ADDRESS: _____

POSTAL CODE: _____

TELEPHONE NO.: _____

FAX NO.: _____

TLICHO - ABORIGINAL BENEFITS PLAN	% Reduction Available	% Reduction Granted
Tlicho Recruitment Programs: Included a firm guarantee to use Tlicho employment content in carrying out the work.	2	
Supplier/Sub-contractors: Included a firm guarantee to use Tlicho Supplier/Sub-Contractors for the procurement.	3	
MAXIMUM TOTAL % REDUCTION AVAILABLE	5	