

**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

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services 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> Pop Products	
<b>Solicitation No. - N° de l'invitation</b> W0127-12FQ98/A	<b>Date</b> 2012-03-26
<b>Client Reference No. - N° de référence du client</b> W0127-12FQ98	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-005-9351
<b>File No. - N° de dossier</b> EDM-1-34754 (005)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-11</b>	
<b>Time Zone Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<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>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB/ASU EDMONTON BLDG 210&200 FOOD & QUARTERING SVCS PO BOX 10500 STN FORCES EDMONTON ALBERTA T5J4J5 CANADA	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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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 and the Standing Offer Usage Report.

### **2. Summary**

Regional Individual Standing Offer for the supply, delivery and off-loading of Pop and Pop products to the Department of National Defence, Edmonton Garrison, Edmonton, Alberta on an "as required" basis, to locations specified within the Canadian Forces Base Edmonton Training Area, during the period of April 15, 2012 to April 14, 2015 inclusive.

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

### **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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2012-03-02) 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

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 mail or facsimile by the date, time and place indicated on page one of the Solicitation Document.

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

WST.EDMFood@pwgsc.gc.ca

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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EDM-1-34754

Buyer ID - Id de l'acheteur

edm005

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

W0127-12FQ98

CCC No./N° CCC - FMS No/ N° VME

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#### **4. Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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

#### **1.1 Section I Financial Offer**

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

#### **1.2 Section II Certifications**

Offerors must submit the certifications required under Part 5.

## 2. 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.

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Mandatory Criteria

- (a) Offerors must 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; and
- (c) Offerors must perform the full scope of work described in Annex "A" - Requirement, and Annex "B" - Basis of Payment.

#### 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 extra where applicable, F.O.B. Destination, including all ecology fees, environmental fees, bottle 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 firm unit price will be multiplied by the applicable quantities for the individual line item 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) The total extended line item prices will be added together to reach a total evaluated Offer price.

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### **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 to be declared responsive. The responsive offer(s) with the lowest evaluated price will be recommended for issuance of a standing offer.

## 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. 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.

#### 1.2 Federal Contractors Program - over \$25,000 and below \$200,000 (M2002T - 2010-08-16)

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

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

The Offeror or the member of the joint venture

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

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

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## 1.2 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.

## 1.3 SACC Manual Clauses

A3050T (2010-01-11) Canadian Content Definition

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**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**

2.1 There is no security requirement associated with the requirement.

**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 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with 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 fifteen (15) calendar days after the end of the reporting period.

**4. Term of Standing Offer****4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from April 15, 2012 to April 14, 2015.

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## 5. Authorities

### 5.1 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.

### 5.2 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:

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.

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

Name:  
Title:  
Organization:  
Address:

Telephone:  
Facsimile:  
E-mail:

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**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 \$25,000.00 (Goods and Services Tax or Harmonized Sales Tax included).

**8.1 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).

**8.2 Delivery Call-Up Information****(a) When a Call-Up of \$200.00 or more is issued:**

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

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

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

**9. Financial Limitation - Total**

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$75,000.00, (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The offeror must notify the Standing Offer authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer authority.

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## 10. 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, (2012-03-02), General Conditions - Standing Offers - Good or Services;
4. 2010A (2012-03-02), General Conditions Goods (Medium Complexity);
- 5.. Annex "A" - Statement of Requirement;
6. Annex "B" - Working Documents - Basis of Payment;
7. Annex "C" - Standing Offer Usage Report
8. the Offeror's offer dated \_\_\_\_\_ (insert date of offer).

## 11. Certifications

### 11.1 Compliance

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

### 11.2 SACC Manual Clauses

M3000C (2006-08-15) Price Lists

M3060C (2008-05-12) Canadian Content Certification

## 12. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

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**B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

**1. Requirement**

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

**2. Standard Clauses and Conditions****2.1 General Conditions**

2010A (2012-03-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2012-03-02) General Conditions, Goods (Medium Complexity), will not apply to payments made by credit cards at point of sale.

**2.2 SACC Manual Clauses**

A9006C (2008-05-12) 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. SACC Manual Clause H5001C (2008-12-12) Invoicing Instructions****5.1 Additional 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 the time of each delivery. Hand written invoices will not be accepted. The Consignee's delivery representative will verify with the Supplier's representative that all items shipped have been received using the bill of lading provided by the Supplier.

The Supplier must only charge for the items delivered and accepted. The Supplier 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 Supplier agrees to provide to the consignee with a detailed credit receipt within seven (7) working days from delivery for all items that the consignee and supplier agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the Supplier provides the Consignee with an approved credit receipt. The Supplier must ensure that all invoices reflect the correct pricing in effect at time of ordering.

**5.2 Invoices**

Invoices must contain the following information:

Edmonton Garrison Officers or Combined Mess  
P.O. Box 10500, Stn. Forces  
Edmonton, Alberta  
T5J 4J5  
Purchase Invoice Control Number  
Delivery Date

Or

Name of Requesting  
Exercise name  
Unit's Complete Mailing Address  
Invoice Control Number  
Delivery Date

**6. SACC Manual Clauses**

B7500C (2006-06-16) Excess Goods  
D0018C (2007-11-30) Delivery and Unloading  
D3004C (2007-11-30) Type of Transport  
G1005C (2008-05-12) Insurance

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## **ANNEX "A"** **REQUIREMENT**

### **1.0 Requirement**

Regional Individual Standing Offer for the supply, delivery and off-loading of Pop and Pop products to the Department of National Defence, Edmonton Garrison, Edmonton, Alberta on an "as required" basis to locations specified within the Canadian Forces Base Edmonton Training Area in accordance with the terms and conditions set out herein during the period of April 15, 2012 to April 14, 2015 inclusive.

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.

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

All products will be provided in accordance with the following acts and their relevant regulations:

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

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

### **3.0 Food Deliveries**

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

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

### **4.0 DND Ordering Responsibilities**

All orders will be placed a minimum of two (2) working days prior to the expected date of delivery, by phone, fax, e-mail, or hard copy. Notification will be provided to the Offeror one (1) working day prior to the delivery of an order if minor changes to the original order are required.

### **5.0 Order Confirmation of Availability**

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

## **6.0 Rejects and Shortfalls**

The contractor 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.

## **7.0 Discrepancies and Substitutions**

Substitutions will not accepted without the approval of the requesting designated Food Services representative.

## **8.0 Delivery of Products and Meeting Quality Standards**

Any products not meeting the Quality Standard Requirement will be returned (opened and unopened) to the Offeror at the Offeror expense.

## **9.0 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 may conditions affecting the product shelf life must be clearly stated at the time of ordering.

Final inspection and acceptance of food products 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.

## **10.0 Equipment**

The Supplier is to provide a maximum of four (4) dispensing machines with min Five (5) dispensing slots for Pop and One (1) for non-carbonated product (IE Ice Tea) "bag in a box" soda Pop. All costs associated with the rental, installation and maintenance of the equipment is at no additional cost to the Crown. The Consignee will provide plumbing for water, sewer and electrical connections as requested by the Supplier to a point no further than seven feet from the equipment.

Solicitation No. - N° de l'invitation

W0127-12FQ98/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-1-34754

Buyer ID - Id de l'acheteur

edm005

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

W0127-12FQ98

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "B"**  
**BASIS OF PAYMENT**

Firm unit prices are F.O.B. destination including all environmental charges, can deposits, shipping, delivery and off-loading charges and are to remain firm for the period of the Standing Offer. G.S.T./H.S.T., if and where applicable, is not to be included in the unit prices but will be added as a separate item on any resulting invoice. No additional surcharges are acceptable.

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

- a) Pop with Dispensers Year 1 for the period April 15, 2012 to April 14, 2013
- b) Pop with Dispensers Year 2 for the period April 15, 2013 to April 14, 2014
- c) Pop with Dispensers Year 3 for the period April 15, 2014 to April 14, 2015

