

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338**

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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 - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

<b>Title - Sujet</b> Frozen Food Products	
<b>Solicitation No. - N° de l'invitation</b> W0117-13H015/A	<b>Date</b> 2013-06-28
<b>Client Reference No. - N° de référence du client</b> DND	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$WPG-211-8564
<b>File No. - N° de dossier</b> WPG-3-36067 (211)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-07-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Wiebe, Amanda	<b>Buyer Id - Id de l'acheteur</b> wpg211
<b>Telephone No. - N° de téléphone</b> (204)983-7032 ( )	<b>FAX No. - N° de FAX</b> (204)983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 17 Wing Foods 715 Whuri Rd / Bldg 61 PO Box 17000 Stn Forces WINNIPEG Manitoba R3G 3Y5 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</b>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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 seven 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 | Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:   |
|        | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  |
|        | 7B, 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, the Working Documents, and the Low Line Item Approach example.

### **2. Summary**

A Regional Individual Standing Offer for the supply and delivery of frozen food products as required by the Department of National Defence 17 Wing, Winnipeg, Manitoba.

The Standing Offer will be in effect from approximately August 1, 2013 to July 31, 2014, for 2, 6 month periods, over a one year period.

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**NOTE: All offers must be submitted for each period, as per the schedule in Annex "B". All prices submitted are to remain firm for the bid periods in Annex "B".**

Up to three (3) standing offers could be issued for each period of the product list in Annex "B" - Working Documents.

### **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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

#### **1.1 SACC Manual Clauses**

B3000T (2006-06-16) Equivalent 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 the Schedule of Tender Closing Dates included in the Working Documents (Annex B).

Once the offer has been completed and submitted by facsimile, or mail, a copy of the Working Document (Excel file) should be sent, by e-mail, to the following address:  
WST.MBFood@pwgsc-tpsgc.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 Manitoba.

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: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy) and (1) soft copy on Excel file by e-mail to  
**WST.MBFOOD@pwgsc.gc.ca**

**It is mandatory for bidders to provide pricing for a minimum of 90% of the items to be considered compliant.**

Section III: 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 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: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B - Working Documents. The total amount of applicable taxes must be shown separately.

**Annex B - Working Documents (Excel File)**

The working documents include the Schedule of Tender Closing Dates for each period. It is important to use the appropriate Closing page matching the period for which the offer applies.

The Offeror will complete the list of products using the Excel file and ensure it has been properly filled in containing all the required information.

**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 III: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

- A) Ability to perform the full scope of the work as described in Annex A.
- B) Provision of firm pricing as per the instructions in Annex B, Working Documents.

#### **1.2 Financial Evaluation**

The price will be evaluated in Canadian dollars, applicable taxes are excluded, FOB destination, Canadian customs duties and excise tax included.

### **2. Basis of Selection**

- 2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an item by item basis will be recommended for issuance of a standing offer.

The evaluation total will be calculated by multiplying the unit price for each item by the associated estimated quantity listed and summing the values.

IT IS MANDATORY FOR BIDDERS TO PROVIDE PRICING FOR A MINIMUM OF 90% OF THE ITEMS TO BE CONSIDERED COMPLIANT. The evaluation will be based on like items.

The RFSO will allow for the possibility of awarding up to three (3) Standing Offer for Annex B.

NOTE: an example is provided in Annex C - Low Line Item Award Approach example. The total aggregate evaluated amount for each offer is calculated by multiplying the unit price for each item by the associated estimated quantity listed and summing the values.

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Bidders are requested to provide pricing as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so may render the bid non-responsive without further consideration.

## **PART 5 - CERTIFICATIONS**

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

### **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 as per section 01 of Standard Instructions 2006, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation therein required will help Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.hrsdc.gc.ca/eng/labour/index.shtml)" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from [HRSDC-Labour's website](http://www.hrsdc.gc.ca/eng/labour/index.shtml).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.hrsdc.gc.ca/eng/labour/index.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **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.

### **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.

#### **3.1 SACC Manual Clause**

**3.1.1** SACC Manual clause A3050T (2010-01-11) Canadian Content Definition A3050T.

## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **PART 7 - 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 Manual*

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 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, 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:

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 5 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 within the period identified in any resulting "Standing Offer and Call-up Authority Document", as detailed in Annex "B".

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Amanda Wiebe  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
167-100 Lombard Avenue  
Winnipeg, Manitoba  
R3C 2Z1

Telephone: (204)-983-7032

Facsimile: (204)-983-7796

E-mail address: amanda.wiebe@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

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.

### **5.3 Offeror's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### **6. Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence 17 Wing Winnipeg.

### **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 an electronic version.

### **8. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

#### **8.1 Minimum Individual Call up**

The majority of call ups against this Standing Offer will total a minimum of \$200.00 (Applicable Taxes included).

## 8.2 Delivery Call ups

Delivery FOB Department of National Defence 17 Wing Winnipeg, MB shall be made within **two (2)** calendar days from receipt of call up. The contractor shall advise the Project Authority within one **(1) day** of any delays and/or item shortage.

### When a Call-up of \$200.00 or more is issued;

All orders are to be **FOB destination, including all delivery and transportation charges** unless otherwise specified at the time of call-up.

Delivery point to be specified at time of order.

Delivery times are to be Monday - Saturday, 0600 to 1300 hours unless prior arrangements are made.

CALL-UP FORM: Authorized call-up against this Standing Offer shall be made using one of the following:

DSS 942 for payment by invoice or acquisition card, Local Form 001 - for payment by invoice or acquisition card, or phone call - for payment by acquisition card only.

### When a call-up with a total dollar value of less than \$200.00 is issued;

Transportation charges shall be prepaid and charged as a separate item on the invoice at the suppliers cost. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee. As this will be a rare occurrence all evaluations will be based on the assumption that individual call-ups will be greater than \$200.00.

## 9. Financial Limitation

he total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$TBD (Applicable Taxes 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 4 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.

## 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.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;

- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010A (2013-04-25)
- f) Annex A, Requirement;
- g) Annex B, Working Documents;
- h) Annex C, Low Line Item Approach
- I) Annex D, Usage Reports
- j) the Offeror's offer dated TBD

## **11. Certifications**

### **11.1 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, provide the related documentation or if 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**

M3060C Canadian Content Certification 2008-05-12

## **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 Manitoba.

## **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, apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2013-04-25) General Conditions will not apply to payments made by credit cards at point of sale.

#### **2.2 *SACC Manual* Clauses**

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

B7500C (2006-06-16) Excess Goods

D5328C (2007-11-30) Inspection and Acceptance

A9006C (2012-07-16) Defence Contract

B4024T (2006-08-15) No Substitute Products

### **3. Term of Contract**

#### **3.1 Delivery Date**

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

### **4. Payment**

#### **4.1 Basis of Payment**

See Annex "B" - Working Documents

##### **4.1.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

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 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 Single Payment**

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

#### **4.4 Payment by Credit Card**

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

### **5. Invoicing Instructions**

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 Requirements**

#### **6.1 Commercial General Liability Insurance**

1.The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2.The Commercial General Liability policy must include the following:

a.Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b.Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c.Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

## **7. SACC Manual Clauses**

B7500C (2006-06-16) Excess Goods

D0018C (2007-11-30) Delivery and Unloading

D3007C (2007-11-30) Inspection and Stamping

D3004C (2007-11-30) Type of Transport

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

D5311C (2007-11-30) Right of Access and Inspection of Meat

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## **ANNEX "A" REQUIREMENT**

A Regional Individual Standing Offer for the supply and delivery of frozen food products as required by the Department of National Defence 17 Wing, Winnipeg, Manitoba.

The Standing Offer will be in effect from approximately August 1, 2013 to July 31, 2014, for 2, 6 month periods, over a one year period.

Up to three (3) standing offers could be issued for each period of the product list in Annex "B" - Working Documents.

**Note: all offers must be submitted for each period, as per the schedule in Annex "B". All prices submitted are to remain firm for the bid periods in Annex "B"**

Mandatory Specifications: The bidder must comply with all mandatory requirements identified herein. Failure to do so will result in your proposal being deemed non-responsive, and be given any further consideration. (Statements that include the words "shall" or "must" are mandatory requirements unless expressly said not to be.)

### **1. STATEMENT OF SERVICE**

To provide and deliver within the scope of this standing offer as required 2-3 times a week to 17 Wing Winnipeg Food Service Buildings as identified on the call-up. If required, personnel from 17 Wing Food Service will meet the Contractor at a specified location to receive the food order in the event of an emergency.

### **2. STATEMENT OF WORK**

The Contractor shall for the duration of the Standing Offer, consistently, efficiently and accurately provide food commodities in accordance with the food quality standards specified in the Canadian Forces (CF) - Food Quality Specifications (FQS) Available upon request.

### **3. QUALITY STANDARDS**

All food procured must adhere to the CF - Food Quality Specifications (FQS).

Food products and handling must be in compliance with Health Canada and the Acts and Regulations therein set out by the Canadian Food Inspection Agency as directed in the CF Food Quality Specifications.

CF Food Quality Specifications are available upon request.

Food products, including products with a durable life of 90 days or less must comply with the Date Labelling of pre-packaged food products in the Food and Drug Regulations, the CFIA General Principles of Food Hygiene, Composition and Labelling – Part One; and CFIA Guide to Food Labelling and Advertising.

### **4. ORDER AND DELIVERY SERVICE LEVELS**

Designated 17 Wing Food Service representatives may place orders by web, phone call, e-mail or fax. Minor amendments to the order made by Food Service Rep. must be made with at least 24 hours notice. Minor amendments are defined as a value change of 10% or less of the entire order value.

Once a food order has been placed with the Contractor, 17 Wing Food Services may not cancel the order within less than 24 hours notice of food order delivery. Cancellation of food orders with less than 24 hours notification will remain at the discretion of the Contractor.

Deliveries must be made within 2 days of call-up as per specified delivery date with the exception of special orders and/or detailed order status items.

Any special order and/or detailed order status items that are stocked or non-stocked items in the Offeror's warehouse requiring more than three (3) days notice to deliver must be annotated in Annex B - Working Documents/Basis of Payments.

The Contractor may be required to split cases for some food commodities on an as required basis.

a. Normal Requirements & Delivery Locations:

Delivery is to be made within **(2) two working days** (working day is defined as between the hours of 06:00 – 13:00, Monday to Saturday), of the call-up. The Contractor will be required to deliver directly to the 17 Wing Food Services specified site as identified on the call-up.

These sites include:

- a) Combine Mess Kitchen (Bldg. 61)
- b) Flight Feeding (Bldg. 61)
- c) Officers Mess Kitchen (Bldg. 76)
- d) Other Locations as Specified by 17 Wing Food Services in the event of Emergencies.

b. Amendments to Normal Requirements: Within 48 hours of scheduled delivery.

c. Extraordinary Deliveries:

Full or part Emergency deliveries must be made within 24 hours. This is a critical issue because of personnel and equipment scheduling, major exercises that are extraordinary.

#### 4.1 EMERGENCY SERVICE LEVELS:

In the Event of an Emergency as defined herein the Contractor must be prepared to ensure prompt delivery as required for operations at any time, seven days per week.

Emergency orders may be placed at any time for delivery within 4 hours, and the Contractor shall endeavour to fill such orders to the best of their ability. This would be in the event for the following:

- 1) CF/National / Civic and Ministerial Emergencies
- 2) Security Measures
  - a) Terrorist Actives
  - b) Hostile Intent
  - c) National Security Concerns



Should the Contractor be unable to deliver to the designated location, due to circumstances beyond their control, 17 Wing Winnipeg Food Services representatives and the Contractor shall agree on the nearest practical point where the goods can be delivered. 17 Wing may require that the vehicle be checked, loaded and the sealed with a serial Tag to be provided by 17 Wing Food Service and Military Police.

Additionally if the situation warrants, 17 Wing Food Services may dispatch a Military vehicle with escort to the Contractor's facility to pick up the Food Order. Food deliveries are to be made direct to the consignee or to an alternate location as specified by the consignee up to three times a week. 17 Wing Food Service reserves the right to make changes to the delivery schedule due to operational requirements. Any changes to delivery schedule will be made to the Contractor, in writing, (not less than 3 working days) in advance. The Contractor shall bear all risks of loss or damage to the goods until such time as they have been accepted by 17 Wing Food Service.

## **5. COMPUTERIZED FOOD ORDERING**

The Contractor will make available an automated food ordering form listing the food item description, pack size, catalogue code ID number, purchase unit, current purchase unit price and total ordering quantity columns. This automated form must be capable of tabulating the accumulated total cost of the requested food order items. The format used to identify and price food items on the order form shall be identical to the information that appears on the Contractor's shipping invoice.

## **6. ORDER CONFIRMATION OF AVAILABILITY**

Confirmation of receipt of the order and of availability of items must be made within six (6) hours of the order being placed with the Contractor. Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated 17 Wing Food Services representative.

## **7. TRANSPORTATION AND STORAGE**

Carriers used are designed, constructed, maintained, cleaned and suitable for the transportation of food and food products. Ingredients and finished product requiring refrigeration are transported at 4°C (39°F) or less, and the temperature is appropriately monitored. Frozen ingredients are transported at temperatures that do not permit thawing, and the temperature is appropriately monitored.

The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, it is important that the storage environment it presents does not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company premises to the point of destination.

All delivery vehicles must comply with or exceed the standards set out in the CFIA Food Transportation and Handling.

## **8. RECEIVING FOOD**

This function involves verifying that what was ordered is actually received, ensuring the invoice accurately reflects the items received and the agreed prices, and signing for the goods.

The 17 Wing Food Services representative responsible for receiving food must check for quality, quantity, refrigerated/frozen state of the product, as determined by visual examination and by "expiry date" (or the equivalent).

All products supplied shall be free of signs of deterioration, spoilage, filth and damage by rodents or insects. The Purchase Order and the Purchase Standard List must be readily available for reference to confirm that the product meets the quality standard and quantity as ordered. The verification will be done

while the delivery is being made. 17 Wing Food Services representative must indicate acceptably delivery is being made.

17 Wing Food Services representatives may perform quality assurance inspections at the Contractor's facilities, and therefore must be given access to the contractor's facilities when requested.

## **9. REJECTION OF SHIPMENT**

A Notice of Rejection will be completed when any aspect of the delivery does not comply with the specified quality standards, even if the shipment had been accepted. The rejection notice must be completed and submitted within 24 hours of acceptance. An unsatisfactory condition report will be initiated and sent to the Contractor and PWGSC.

The Contractor agrees, upon notification of rejection, to replace any rejected items on the next scheduled food order delivery required by the 17 Wing Food Services representative. If the rejected item is replaced it shall be in the same quantity and at the same cost as the original order. Discounting for damage goods will not be accepted. The Consignee will have the right to reject products at the time of delivery and the Contractor will remove unacceptable products immediately.

## **10. DISCREPANCIES AND SUBSTITUTIONS OF FOOD**

No items shall be substituted unless the substitution is authorized on the call-up document by 17 Wing Food Services Representative/Technical Authority.

Substitutions shall be clearly identified on the invoice. All discrepancies in the delivery of products shall be recorded on the bill of lading invoice.

## **11. QUANTITIES**

The estimated quantities can be found in Annex "B" - Working Documents. The quantities provided are provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the crown.

Solicitation No. - N° de l'invitation

W0117-13H015/A

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-3-36067

Buyer ID - Id de l'acheteur

wpg211

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "B"**  
**WORKING DOCUMENTS**

See attached.

**ANNEX "C" -  
LOW LINE ITEM AWARD APPROACH EXAMPLE**

		Firm A		Firm B		Firm C		Low Line Item	
Item	Qty	Unit Price Extended Price		Unit Price Extended Price		Unit Price Extended Price		Extended Price Firm	
1.	1000	\$6.00	\$6,000.00	<b>\$5.00</b>	<b>\$5,000.00</b>	\$5.50	\$5,500.00	\$5,000.00	B
2.	500	<b>\$3.00</b>	<b>\$1,500.00</b>	\$4.00	\$2,000.00	\$5.00	\$2,500.00	\$1,500.00	A
3.	600	\$8.00	\$4,800.00	\$7.00	\$4,200.00	<b>\$6.85</b>	<b>\$4,110.00</b>	\$4,110.00	C
4.	900	\$10.00	\$9,000.00	\$11.00	\$9,900.00	<b>\$9.00</b>	<b>\$8,100.00</b>	\$8,100.00	C
5.	250	<b>\$4.65</b>	<b>\$1,162.50</b>	\$6.20	\$1,550.00	\$5.70	\$1,425.00	\$1,162.50	A
<b>Total</b>			<b>\$22,462.50</b>		<b>\$22,650.00</b>		<b>\$21,635.00</b>	<b>\$19,872.50</b>	

In order to determine whether to award by line item or basket, the total of each lowest priced line item (across suppliers) is compared to the lowest basket price (single supplier). The difference between these two amounts is considered an administrative savings. In this case, the lowest total cost to award by line item would be **\$19,872.50** and the total cost to award by basket would be **\$21,635.00**.

The administrative savings should not exceed 5% which in this case is:

Lowest line item total (\$19,872.50) x 0.05 = administrative savings of \$993.63

To award by low aggregate, the lowest basket price must be \$19,872.50 + \$993.63 = **\$20,866.13 or less**. Since this isn't the case in the example, the evaluation would result in awarding up to 3 standing offers.

