

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

PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

**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
NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

Title - Sujet Coffee	
Solicitation No. - N° de l'invitation W0105-13F008/A	Date 2013-08-09
Client Reference No. - N° de référence du client W0105-13F008	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-015-4677
File No. - N° de dossier MCT-3-36040 (015)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-13	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Drisdelle, Charlotte J.	Buyer Id - Id de l'acheteur mct015
Telephone No. - N° de téléphone (506)851-6948 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 3 ASG Food Services to various Kitchens at CFB Gagetown OROMOCTO New Brunswick E2V4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Security Requirement
4. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Procedures
8. Call-up Instrument
9. Limitation of Call-ups
10. Financial Limitation
11. Priority of Documents
12. Certifications
13. Applicable Laws

B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. SACC Manual Clauses
7. Federal Contractors Program for Employment Equity - Default by the Contractor
8. Shipping Instructions - Delivery at Destination

List of Annexes:

- Annex A - Statement of Work
Annex B - Basis of Payment - Pricing Sheets - List of Products

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 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:

- Annex A - Statement of Work
- Annex B - Basis of Payment - Pricing Sheets - List of Products

2. Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Coffee Dry / Frozen Concentrated Products** to Department of National Defence to various kitchens at CFB Gagetown, 3 ASG Food Services in Oromocto, New Brunswick on an as and when requested basis for the period from **01 October, 2013 to 30 September, 2014** inclusive.

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

3. Security Requirement

There is no security requirement associated with the requirement of the Standing Offer.

4. Debriefings

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: one hundred twenty (120) days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

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.**

Due to the nature of the Request for Standing Offers, transmission of offers by **electronic mail** to PWGSC **will not be accepted.**

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **four (4) 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 **New Brunswick**.

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 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)

(<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 Annex B, Basis of Payment. 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 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) Only one standing offer will be awarded to the lowest aggregate bid meeting all the requirements listed at Annexes A and B.

1.1 Prices - Items

Offeror **must submit firm prices for all items listed at **Annex B.****

1.2 Financial Evaluation

SACC Reference	Section	Date
M0220T	Evaluation of Price	2013/04/25

2. Basis of Selection

2.1 Basis of Selection - Multiple Items

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 aggregate basis"** will be recommended for issuance of a standing offer.

(Derived from - Provenant de: M0032T, 16/08/10)

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 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.

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.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

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" 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.

2.1 Canadian Content Certification

2.1.1 SACC Manual clause A3050T (2010/01/11) Canadian Content Definition

2.2.2 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

- () a minimum of 80 percent of the total bid price 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.

(Derived from - Provenant de: A3053T, 11/01/10)

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, the Statement of Work and Annex B the List of Products.

2. Security Requirement

- 2.1 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

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

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

W0105-13F008

CCC No./N° CCC - FMS No/ N° VME

(<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

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 below. 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 for the period of the standing offer to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

(Derived from - Provenant de: M7010C, 16/07/12)

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **01 October, 2013 to 30 September, 2014.**

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Charlotte Drisdelle

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch and Compensation Services

1045 Main Street, 3rd Floor

Moncton, New Brunswick

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct015

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

W0105-13F008

File No. - N° du dossier

MCT-3-36040

CCC No./N° CCC - FMS No/ N° VME

E1C 1H1

Telephone: 506-851-6948

Facsimile: 506-851-6759

E-mail address: charlotte.drisdelle@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:

Details will be provided in any resulting contract

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

5.3 Offeror's Representative (offeror please complete & submit with the offer)

Placing Orders:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

General Enquiries:

Name: _____

Telephone No. _____

Facsimile No. _____

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

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

W0105-13F008

CCC No./N° CCC - FMS No/ N° VME

E-mail address: _____

6. Identified Users

**Department of National Defence
3 ASG Food Services Building H-33
CFB Gagetown
PO Box 17000, Station Forces
Oromocto, New Brunswick
E2V 4J5**

7. Call-up Procedures

As indicated in Annex A - Statement of Work

8. 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, etc.*) or an electronic version.

9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$18,000.00** (Applicable Taxes included).

10. Financial Limitation

Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$90,000.00** (Applicable Taxes included) 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 two (2) 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.

(Derived from - Provenant de: M4506C, 25/04/2013)

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005 (2012/11/19)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A (2013/04/25)**, General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment - Pricing Sheets - List of Products;
- g) the Offeror's offer dated _____

12. Certifications

12.1 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.

12.2 SACC Manual Clauses

SACC Reference	Section	Date
A0285C	Workers Compensation	2007/05/25
M3060C	Canadian Content Certification	2008/05/12

13. 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 **New Brunswick**.

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.

2.2 SACC Manual Clauses

2.2.1 Canadian General Standards Board - Standards

A copy is available and may be purchased from:

Canadian General Standards Board Sales Centre
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Quebec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5644

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

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>.

(Derived from - Provenant de: B4003T, 16/08/10)

2.2.2 Delivery of Fresh Chilled or Frozen Products

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18o C or lower, and fresh chilled products between 4o C and 1o C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

(Derived from - Provenant de: D0014C, 30/11/07)

2.2.3 Delivery and Unloading

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

(Derived from - Provenant de: D0018C, 30/11/07)

2.2.4 Type of Transport

Delivery must be made in refrigerated transport. The acceptable temperature range is from 1.5° C to 4° C or (35° F to 40° F).

(Derived from - Provenant de: D3004C, 30/11/07)

3. Term of Contract

3.1 Delivery Date

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

4. Basis of Payment

4.1 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 firm unit price prices, as specified in Annex B the Basis of Payment. 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.

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

CCC No./N° CCC - FMS No/ N° VME

W0105-13F008

(Derived from - Provenant de: C0207C, 25/04/13)

4.2

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

4.3 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 and as per Annex A, the Statement of Work. Invoices cannot be submitted until all work identified in the invoice is completed.

6. SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

7. Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

8. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

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

W0105-13F008

CCC No./N° CCC - FMS No/ N° VME

-
- (a) Delivered Duty Paid (DDP) **Oromocto, New Brunswick** Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 12/12/08)

ANNEX "A"

"STATEMENT OF WORK"

Coffee Dry / Frozen Concentrated

CAMP GAGETOWN

3 AREA SUPPORT GROUP

STATIC FEEDING REQUIREMENTS

01 October 2013 to 30 September 2014

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

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

W0105-13F008

CCC No./N° CCC - FMS No/ N° VME

LIST OF PRODUCTS - ANNEX "B"

The offeror **MUST provide a price for EACH item and be able to supply 100% of the items** on the attached «List of Products» at Annex "B".

Please note that for all items where the Unit of Issue is indicated as "case" suppliers MUST quote on a per case basis. Bidders who submit prices using any other Unit of Issue will not be evaluated further. In addition, the Offeror (successful bidder) must invoice on a per case basis for all items where the Unit of Issue is indicated as "case".

COFFEE DRY/ FROZEN CONCENTRATED SUPPLY AND DELIVERY TO CAMP GAGETOWN TRAINING AREA

REQUIREMENT

To supply and deliver "**COFFEE DRY/ FROZEN CONCENTRATED PRODUCTS**" to specified locations in the Gagetown Training Area.

The offeror **must ensure 100% compliance** to this Annex "A" and the attached «List of Products» at Annex "B". Any deviations from the «List of Products» MUST be approved by the Standing Offer Authority at Public Works and Government Services Canada, in writing, **PRIOR to bid closing**.

DATE OF COMMENCEMENT

01 October 2013

SCOPE OF SERVICES

To provide coffee dry/ concentrated frozen commodities at specified times to meet the particulars of the requirement.

The requirement will take the form of a standing offer for all coffee provisions encompassing the following commodities:

Coffee Products

STATEMENT OF WORK

The Offeror shall perform and complete with care, skill, diligence, and efficiency the work described in this standing offer.

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

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

W0105-13F008

CCC No./N° CCC - FMS No/ N° VME

PRICING

All shipping charges must be included in the quoted prices. If the consignee requests an item, which is not, specified herein, your price is to be in accordance with the lowest prices charged to your most favored customer for like quality and quantity of product on the date of delivery. You hereby certify that the prices charged under this method of supply will be computed in accordance with the same accounting principals applicable to the prices shown herein.

FOOD DELIVERIES

Deliveries must be made direct to a specified location within the geographical area of Camp Gagetown, and **must be between the hours of 0700 hr and 1100 hrs** , Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. The supplier shall bear all risks of loss or damage to the goods until such time as they have been placed at the disposal of requesting unit.

Deliveries **MUST** be provided as requested.

The majority of individual call-ups against this Standing Offer should total a minimum of \$200.00 (Goods and Services Tax or Harmonized Sales Tax included) due to:

- limited storage area; and
- fresh consumption

Deliveries are to be made direct to a specified location.

All products must be delivered in its original box or case.

If products must be returned due to non-compliance, **COST** to return these products will be the responsibility of the supplier.

It is recommended that delivery personnel should be covered by Worker's Compensation (WSIB) or similar program.

If the supplier, which is awarded the standing offer, chooses to contract out the Transportation Part of the standing offer, the supplier will be responsible for the Performance of that contractor.

CALL-UP PROCEDURES

All orders may be placed in writing or by telephone. Supplier **MUST** be able to receive all orders by **Telephone, Email and Facsimile.**

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

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

W0105-13F008

CCC No./N° CCC - FMS No/ N° VME

DELIVERY SERVICE LEVELS

All orders will be placed a minimum of **four (4) days** prior to the expected day of delivery, by phone, fax, Email or hard copy.

DND personnel will be able to make **MINOR** amendments to the original order up until **1400 hrs**, from Monday to Friday.

ORDER CONFIRMATION OF AVAILABILITY

Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative, at time of ordering or within 2 hours maximum; who in turn is the only approving authority for substitutions.

REJECTS AND SHORTFALLS

The supplier agrees, upon notification of rejects or shortage of coffee/juice products, to replace any and all shorted item within 24 hours, "**delivery costs occurred to replace all rejected items or shortfalls rest fully at the contractors expense**".

Any damaged, stressed, opened, or repackaged products will not be accepted and will be returned to the supplier at the supplier's expense.

DISCREPANCIES AND SUBSTITUTIONS

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

It is a condition that no price, pack or case size be changed after award of the standing offer UNLESS the sizes have changed by the manufacturer. You will therefore have to notify the Standing Offer Authority at PWGSC of the change. Changes will only take effect when the Standing Offer Authority has accepted the change, with DND's approval. The price, however, per unit of measure should remain the same.

The supplier MUST advise the Standing Offer Authority **and** DND's representative named below of any changes to Product Codes or other related issues arising concerning this requirement.

The following person will be responsible to relay the information to all kitchens' personnel.

This representative will be identified at award of the standing offer.

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

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

W0105-13F008

CCC No./N° CCC - FMS No/ N° VME

REQUIREMENTS PERTAINING TO INVOICING

A bill of lading and a computerized purchase invoice in (3) copies "**One original and two copies**" must be provided to the consignee at the time of each delivery, "**Hand written invoices will not 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 the time of delivery for all items that are not accepted by consignee's representative at time of delivery. The contractor agrees to provide the consignee with a detailed credit receipt within (7) working days from delivery for all items that the consignee and contractor agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier provides the Consignee with approved credit receipt. The contractor must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices must contain the following information:

Attn:

***Name of Requesting Kitchen
Kitchens Complete Mailing address
Invoice control number
Delivery Date***

INVOICE PAYMENT

The consignee will forward invoices to the requesting Comptroller for payment within 30 days of the coffee/juice order delivery and receipt of all credit receipts. If payment is not received within a forty-five day period the supplier shall communicate this information as soon as possible to the receiving Units Comptroller.

TYPE OF TRANSPORT

Delivery of chilled and/or frozen food commodities MUST always be made in climate controlled transport unless the consignee instructs otherwise.

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

The construction, maintenance, sanitation standards in addition to the handling practices must equate as closely, as is reasonably possible, to the standards required of a well-operated Canadian commercial grocer.

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

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

W0105-13F008

CCC No./N° CCC - FMS No/ N° VME

PALLETISING

All food items **MUST** be shipped to the specified delivery point on shrunk or stretch wrapped pallets not higher than 180 CM in height.

Orders **MUST** be separated by individual units/kitchens and clearly identified with the name of the requesting unit/kitchen on at least (2) sides.

Food items **MUST be palletized in segregated commodities (if applicable) of:**

Chilled

Frozen

Dry Goods.

- Food items **MUST** be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet.
- Pallets **MUST** to be loaded in such a way as to allow easy access for off loading with forklifts.
- The supplier **MUST** not load pallets in a cinder block fashion.
- The supplier is responsible for the off loading of all food items.

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 on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

The "*Canadian General Standards Boards Specifications*" will be used as reference for quality control.

Final inspection and acceptance of the coffee/juice products will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

DND representatives may perform quality assurance inspections at the supplier facilities as required.

Vendor's Performance:

The vendor's performance will be monitored by the Food Services Representative or his designated representative.

«Performance Factors» will include, but NOT limited to:

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to **immediately** COMMUNICATE unavailability of products ordered at time of ordering (or within **2 hours maximum**);
- c. Ability to provide products as per sizes requested at quoted prices;
- d. Ability to deliver within required time frame **AND** the necessary location required at the site;
- e. Ability to provide required quality service and products at all time;

If at any time the performance is NOT satisfactory, documentation will be forwarded to Public Works and Government Services Canada.

WARNING TO SUPPLIER:

High quality product and service as defined in «*Canadian General Standards Board Specifications*» (CGSB) will be required during the period of this standing offer. Failure to provide the level of **quality of goods and services as defined herein OR non compliance with Annex "B" - the «List of products»** more than five (5) times over the period of the standing offer will result in the following:

1. **Initial notice of failure to provide the level of service required, quality products or correct product size etc....**
2. **A second, third & fourth incident will result in a written notification requesting corrective action; and**
3. **For a fifth incident, the vendor will be advised that their standing offer has been set-aside and no further call-ups will be processed.**

PLEASE SIGN BELOW AS CONFIRMATION THAT YOU AGREE TO ADHERE TO THE ABOVE MENTIONED MANDATORY REQUIREMENTS IN THIS ANNEX "A"

Solicitation No. - N° de l'invitation

W0105-13F008/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MCT-3-36040

Buyer ID - Id de l'acheteur

mct015

CCC No./N° CCC - FMS No/ N° VME

W0105-13F008

(Signature of Authorized Representative)

Public Works and Government Services Canada
Travaux publics et Services gouvernementaux Canada

PRICING SHEET / FEUILLE DE PRIX

File No / No. de dossier: W0105-13F008/A Annex "B" - Annexe B
Title / Titre: Coffee / Café

Vendor Name / Nom du fournisseur:									
Period / Période: 2013-10-01 - 2014-09-30									
Item	Yearly Estimated Quantity	Unit of Issue	DESCRIPTION	Brand offered	Approximate Pack & Case Size Required	Pack & Case Size Offered	Product Number	Price	
1	27	case	Coffee Beans, Grade A, 100% Columbian No Substitute, Citavo, Mosaic, Sara Lee or Equivalent		12 x 2 Lbs or 6 x 2.27 kg				per cs
2	27	case	Coffee Beans, Grade A, Sumatra No Substitute, Citavo, Mosaic, Sara Lee or Equivalent		12 x 2 Lbs or 6 x 2.27 kg				per cs
3	27	case	Coffee Beans, Grade A, Breakfast Blend No Substitute, Citavo, Mosaic, Sara Lee or Equivalent		12 x 2 Lbs or 6 x 2.27 kg				per cs
4	27	case	Coffee Beans, Grade A, House Blend No Substitute, Citavo, Mosaic, Sara Lee or Equivalent		12 x 2 Lbs or 6 x 2.27 kg				per cs
5	27	case	Coffee Beans, Grade A, 100% Costa Rican No Substitute, Citavo, Mosaic, Sara Lee or Equivalent		12 x 2 Lbs or 6 x 2.27 kg				per cs
6	110	case	Coffee Ground, Grade A, House Blend No Substitute Citavo, Mosaic, Sara Lee or Equivalent		24 x 355g				per cs

7	600	case	Coffee Liquid Frozen, No Substitute Citavo, Lykes, Douwe Egbert or Equivalent Brand. NOTE: Depending on the brand offered, the successful bidder will be responsible, if required, for any adjustments to the liquid coffee machine. CFB Gagetown has recently purchased the following Liquid Coffee Machine: BUNN - Model # LCR-3, HV / Serial # LCR 1001357.			3 x 1.75 litre or 2 x 2 L				per cs
8	50	case	Coffee Filters for a Bunn - Model # DUAL TF DBC Serial # DUA001685R No Substitute			1000's				per cs
9			Miscellaneous additional other items not listed herein at wholesale price less a _____% discount or at cost price plus a _____% markup.							
			INSTRUCTIONS TO SUPPLIERS: It is the responsibility of the offerer to obtain clarification of each item of the requirements contained herein, if necessary, prior to submitting their offer or PRIOR to bid closing.							
			Suppliers are requested to obtain a copy of this Annex "B" in Excel Format by contacting the Standing Offer Authority at PWGSC.							