

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
#910, 410-22nd Street East  
Saskatoon  
Sask.  
S7K 5T6  
Bid Fax: (306) 975-5397**

## 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/Réception  
des soumissions Travaux publics et Services  
gouvernementaux Canada  
#910, 410 - 22nd Street East  
Saskatoon  
Sask.  
S7K 5T6

<b>Title - Sujet</b> FOOD Fresh Fruit Veg, Edmonton	
<b>Solicitation No. - N° de l'invitation</b> W0127-13P007/A	<b>Date</b> 2013-10-07
<b>Client Reference No. - N° de référence du client</b> W0127-13P007	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$REG-121-4636
<b>File No. - N° de dossier</b> STN-3-36026 (121)	<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 2013-10-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fedorchuk, Brenda L.	<b>Buyer Id - Id de l'acheteur</b> reg121
<b>Telephone No. - N° de téléphone</b> (306)780-7053 ( )	<b>FAX No. - N° de FAX</b> (306)975-5397
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE EDMONTON GARRISON STN FORCES P.O.BOX 10500 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</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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**This Standing Offer cannot be used for the delivery of goods and services in locations which fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and the Comprehensive Land Claim Agreements.**

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Solicitation No. - N° de l'invitation

W0127-13P007/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

reg121

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0127-13P007

STN-3-36026

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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 | 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 Requirement, Annex B, Working Documents, and Annex C Standing Offer Usage Report.

### 2. Summary

This Regional Individual Standing Offer (RISO) is for the supply, delivery, and off-loading of fresh fruits and vegetables to the Department of National Defence, CFB/ASU Edmonton, Alberta as required, during the period of the Standing Offer. The items and quantities required are listed in Annex B, Working Documents - List of Products.

The requirement is subject to a preference for Canadian goods and/or services and is subject to the provisions on the Agreement on Internal Trade (AIT).

#### Period of Standing Offer:

From date of Standing Offer issuance to 31 October 2014, divided into 4 (four) three-month periods.

#### Solicitation Closing Dates:

Offers must be submitted for each refresh period, as per the following schedule:

Refresh Period #01 - 24 October 2013

Refresh Period #02 - 15 January 2014

Refresh Period #03 - 15 April 2014

Refresh Period #04 - 15 July 2015

The requirement is subject to a preference for Canadian goods and/or services and is subject to the provisions on the Agreement on Internal Trade (AIT).

### 3. 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: ninety (90) days

#### 1.1 SACC Manual Clauses

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

### 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 (Annex B).

You must submit your offer (by mail or facsimile) prior to the closing time and date.

Once your offer has been completed and transmitted by mail or facsimile, a copy of the Working Document (Excel file) should be sent, by e-mail, to the following address:

**WST.SKFOOD@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 Saskatchewan.

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

**Section I: Financial Offer** - One (1) hard copy; and one (1) soft copy, Excel file, by e-mail to the following address: **WST.SKFOOD@pwgsc-tpsgc.gc.ca**

**Section II: Certifications** - One (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.

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

The working documents include the Schedule of Tender Closing Dates as well as Closing Pages and List of Products for each period.

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

The offerors will complete the List of products using the Excel file and make sure that it has been properly filled out and contains all required information. Send to the following address:

**WST.SKFOOD@pwgsc-tpsgc.gc.ca**

That list, once printed, will be sent, by facsimile or mail, with the other required documents, before being transmitted to the above mentioned e-mail address.

## **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment and Working Documents. The total amount of Applicable Taxes must be shown separately.

Offerors must submit firm pricing for a minimum of ninety-five (95) percent of the line items listed in Annex B, Basis of Payment and Working Documents .

## **Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

## **Section II: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

### 1.1 Financial Evaluation

#### 1.1.1 M0220T (2013-04-25), Evaluation of Price

#### 1.1.2 The offers will be assessed and accepted on a low aggregate basis.

Low aggregate will be determined by summing the extended unit prices listed in Annex B. The extended unit price is determined by multiplying the firm unit price by the estimated quantities.

#### Example:

\$10 case Peaches (Firm Unit Price) x 12 cases (Estimated quantities) = \$120.00

\$15 case Lettuce (Firm Unit Price) x 10 cases (Estimated quantities) = \$150.00

Low aggregate price total = \$270.00

### 2. Basis of Selection

#### 2.1 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

The total aggregate evaluated amount for each offer is calculated by multiplying the unit price for each item by its associated estimated quantity and summing the values. **It is mandatory for bidders to provide pricing for a minimum of 95 percent of the items listed in Annex B - Working Documents, List of Products. Failure to provide pricing for 95 percent of the items will render your submission non-complaint and it will not be given further consideration.**

Offers will be evaluated on the unit price for like items in accordance with their requested format and estimated quantities.

Respect of the client's acceptable brands, if applicable, and formats will be taken into consideration in the evaluation.



**Bidders should 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 Offerors 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" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from HRSDC-Labour's 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 Required with the Offer**

Offerors must submit the following duly completed certifications with their offer.

#### **2.1 Canadian Content Certification**

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

**2.1.2** 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 Chapter 3, Annex 3.6.(9), Example 2, of the Supply Manual.

**This Standing Offer cannot be used for the delivery of goods and services in locations which fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and the Comprehensive Land Claim Agreements.**

## **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", and Annex B, Basis of Payment and Working Documents.

#### **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 "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 five (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 shall be **within the period identified in any resulting "Standing Offer and Call-up Authority" Document, as detailed in Annex B, Working Document - Schedule Tender Closing Dates.**

#### 5. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

**Brenda Fedorchuk**

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

#201, 1800 11th Avenue

Regina, SK S4P 0H8

Telephone: (306) 780-7053

Facsimile: (306) 780-5601

E-mail address: [brenda.fedorchuk@pwgsc-tpsgc.gc.ca](mailto:brenda.fedorchuk@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 identified in the call-up against the Standing Offer

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 Offeror)

**General Enquiries:**

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

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

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

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

**Delivery Follow-up:**

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

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, Wing Commander, Edmonton, AB.

## 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 (Applicable Taxes included).

### 8.1 Minimum Individual Call-up

Individual call-ups against the Standing Offer must total a minimum of \$200.00 (Goods and Services Tax or Harmonized Sales Tax included).

## 9. Priority of Documents

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

- 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, Requirement;
- f) Annex B, Basis of Payment and Working Documents;
- g) Annex C, Standing Offer Usage Report;
- h) the Offeror's offer dated \_\_\_\_\_.

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, 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

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unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **11. SACC Manual Clauses**

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 Saskatchewan.

## **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.

### **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 - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B, Working Documents for a cost of \$ To be determined at time of 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 Single Payment**

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

#### **4.3 Payment by Credit Card**

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The following credit cards are accepted: TBD and TBD.

## 5. Invoicing Instructions

5.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

5.2 Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6. Insurance

SACC Manual clause G1005C (2008-05-12) Insurance

## 7. SACC Manual Clauses

A9062C	Canadian Forces Site Regulations	2011-05-16
B7500C	Excess Goods	2006-06-16
D0014C	Delivery of Fresh Chilled or Frozen Products	2007-11-30
D0018C	Delivery and Unloading	2007-11-30
D3004C	Type of Transport	2007-11-30

### 7.1 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **ANNEX A REQUIREMENT**

### **1. REQUIREMENT**

- 1.1** Regional Individual Standing Offer for the supply, delivery, off-loading of fresh produce, to the Department of National Defence, CFB/ASU Edmonton Garrison, Edmonton, Alberta on as as required basis during the period estimated from DATE OF STANDING OFFER AWARD to October 31, 2014 divided into four (4), three (3) month rebid periods, in accordance with the terms and conditions set out herein.
- 1.2** Personnel from the Canadian Forces will meet the Offerors personnel at the specified points of delivery to receive the delivery.
- 1.3** 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. QUALITY STANDARD REQUIREMENT**

- 2.1** All products supplied and delivered must adhere to the following Acts and their relevant regulations:
- a. Agriculture & Agri-Foods Administrative Monetary Penalties Act
  - b. Canada Agriculture Products Act
  - c. Canadian Food Agency Inspection Act
  - d. Consumer Packaging and Labelling Act (as it relates to Food)
  - e. Food and Drug Act (as it relates to Food)
- 2.2** All products offered must be in accordance with the Canadian General Standards Board (CGSB) Standards, current editions as follows:
- a. Fresh Fruit and Vegetables: 32-250-M

### **3. FOOD DELIVERIES**

#### **3.1 Edmonton Garrison**

Deliveries are to be made directly to a specified location within the geographical boundaries of the Department of National Defence, Edmonton Garrison, Edmonton, Alberta between the hours of 0700 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 designated Food Services Representative.

#### **3.4 DND Ordering Responsibilities**

All orders will be place 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.



### **3.5 Confirmation of Availability**

Offeror must acknowledge receipt of each call-up and notify the designation Food Services Representative within twenty-four (24) hours of receipt with respect to potential shortfalls, cancellations or of Non- deliverables. Non-deliverables shall be immediately brought to the attention of the designated Food Services Representative.

### **3.6 Discrepancies and Substitutions**

Substitutions of any item(s) will be rejected unless prior authorization of the requesting designated Food Services Representative has been received by the Offeror.

### **3.7 Rejects and Shortfalls**

The Offeror agrees, upon notification of rejects or shortages, to replace all shorted and rejected items within one (1) working day, unless other arrangements have been made with the designated Food Services Representative for these items. Delivery costs incurred to replace these items will be at the Offeror's expense. Items that are unavailable for delivery within the twenty-four (24) hour time frame will not be backordered by the Offeror, unless prior written approval from the designated Food Services Representative is received.

### **3.8 Delivery of Products Not Meeting Quality Standards**

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

The Consignee will have the right to reject product at the time of delivery and the Offeror will remove unacceptable product (open or unopened) immediately at their expense.

## **4. QUALITY ASSURANCE**

All products must be of recent production and have the latest production date available, the shelf life or best before date must be clearly indicated in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

The Canadian General Standards Board Specifications, most current edition, will be used as a reference for quality control.

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

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

Solicitation No. - N° de l'invitation

W0127-13P007/A

Amd. No. - N° de la modif.

File No. - N° du dossier

STN-3-36026

Buyer ID - Id de l'acheteur

reg121

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

W0127-13P007

CCC No./N° CCC - FMS No/ N° VME

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

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

The estimated usage provided in the Excel File, entitled Annex B, Financial Evaluation, is for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage's expected or any commitment on part of the Crown.

While primarily Imperial Units are requested, Offerors should expect orders in Metric Units as well.

**(See Attached Excel Spreadsheet)**

