

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

**Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510**

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Food - Juice with Dispensers	
<b>Solicitation No. - N° de l'invitation</b> W0127-13P011/A	<b>Date</b> 2013-10-07
<b>Client Reference No. - N° de référence du client</b> DND	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-069-9962
<b>File No. - N° de dossier</b> EDM-3-36140 (069)	<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 2013-10-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Glover, Cindy	<b>Buyer Id - Id de l'acheteur</b> edm069
<b>Telephone No. - N° de téléphone</b> (780)497-3860 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB/ASU Edmonton Food & Quatering Services Officer CFB Edmonton PO Box 10500 Station Forces EDMONTON Alberta T5J4J5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</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            6A, Standing Offer, and 6B, Resulting Contract Clauses:  
  
                     6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;  
  
                     6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Standing Offer Usage Report Form and the Financial Evaluation.

### 2. Summary

A Regional Individual Standing Offer (RISO) for the supply and delivery of juice concentrate and for the supply, install, rental and maintenance of juice dispensing machines as required by the Department of National Defence, CFB Edmonton Garrison located at Edmonton, Alberta.

The period of the Standing Offer will be from date of Standing Offer Award to October 31, 2015, with one additional one-year option period.

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

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.

### 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.

#### 1.1 SACC Manual Clauses

C9000T	Pricing	2010-08-16
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.

### 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 Alberta.

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

### **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 (two hard copies)  
Section II: Financial Offer (one hard copy)  
Section III: Certifications (one hard 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, 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) 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. Technical Evaluation**

### **1.1.1 Mandatory Technical Criteria**

Refer to Annex D - Evaluation Criteria, Article 1 - Mandatory Technical Criteria

## **1.2 Financial Evaluation**

### **1.2.1 SACC Manual Clause, M0220T (2013-04-25), Evaluation of Price**

Refer to Annex D - Evaluation Criteria, Article 2 - Evaluation of Price

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

## **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



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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 Annex 3.6.(9), Example 2, of the Supply Manual.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

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

### 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 "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 15 calendar days after the end of the reporting period.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of Standing Offer to October 31, 2015.

##### **4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for one additional one-year period, from November 1, 2015 to October 31, 2016 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **5. Authorities**

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

The Standing Offer Authority is:

**Cindy Glover**

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Telus Plaza North 5th Floor

10025 Jasper Avenue

Edmonton, AB T5J 1S6

Telephone: (780) 497-3860

Facsimile: (780) 497-3510

E-mail address: cindy.glover@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

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

### Contact for Follow-up:

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

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

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

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

### Contact for Call-ups:

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 Defense, CFB Edmonton Garrison, Edmonton, Alberta.

## 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 \$25,000.00 (Applicable Taxes included).

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

Individual call-ups against the Standing Offer must total a minimum of \$200.00 (Applicable Taxes included).

## **9. Priority of Documents**

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

- 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 2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Report Form.
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## **10. Certifications**

### **10.1 Compliance**

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

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

## **12. SACC Manual Clause**

M3060C (2008-05-12), Canadian Content Certification

## **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**

2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### **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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the contract for a cost of \$\_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

#### **4.2 Limitation of Price**

*SACC Manual* clause C6000C (2011-05-16), Limitation of Price

#### **4.3 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.

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**

A9006C (2012-07-16), Defence Contract

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

B7500C (2006-06-16), Excess Goods

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

D5328C (2007-11-30), Inspection and Acceptance

## ANNEX A

### REQUIREMENT

#### 1. Requirement

For the supply, delivery and off-loading of juice concentrate and the rental, install, maintenance and subsequent removal of refrigerated juice dispensers as required by the Department of National Defence, CFB Edmonton Garrison located at Edmonton, Alberta as per the items and specifications detailed herein.

##### 1.1 Items Required

Line Item	Description
001	Juice, Concentrate, Guava
002	Juice, Concentrate, Orange
003	Juice, Concentrate, Apple
004	Juice, Concentrate, Cranberry
005	Juice, Concentrate, Ruby Red Grapefruit
006	Juice, Concentrate, Grape
007	Juice Dispensers

##### 1.2 Concentrated Juice Specifications

- (a) The concentrated juice offered must be compatible for use in the dispensing machines provided.

##### 1.3 Juice Dispenser Specifications:

- (a) The juice dispenser(s) must be provided for rental free of charge during the standing offer period and include all hook-up lines, if applicable.
- (b) Any installation, demonstration and/or removal of the dispensing equipment must be provided at no additional cost and coordinated with the Project Authority.
- (c) Up to six (6) over-the-counter juice dispenser(s) with four (4) dispensing valves may be required.
- (d) The juice dispensers must be refrigerated.
- (e) Regular maintenance and servicing of the dispensing machine is the responsibility of the Offeror and must be provided at no additional cost.

#### 2. Quality Standard Requirements:

- 2.1 All products will be provided in accordance with the following Acts and their relevant regulations:



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

2.2 All products offered must be provided in accordance with the Canadian General Standards Board (CGSB) Standards, current editions.

Note: Canadian General Standards Board (CGSB) Standards are available from:

CGSB Sales Unit

Ottawa, Ontario K1A 1G6

Phone: (613) 941-8703 or 8704 FAX: (613) 941-8705

A complete collection of the Canadian General Standards Board standards and specifications is also available for viewing at Depository Libraries. For information on Depository Libraries in the Offeror's area, contact the Canadian General Standards Board Sales Unit.

2.3 "Generic" or "No Name" products will not be accepted.

2.4 No substitute on the packaging, containers or sizes including case quantities will be accepted unless approved prior to shipping.

### **3. Food Deliveries**

3.1 Deliveries will be made direct to a specified location on the resultant call-ups within the Geographical area of Edmonton, Alberta between the hours of 0700 hours and 1200 hours. Primary delivery days are Monday through Friday, inclusive. 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.

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

### **4. DND Ordering Responsibilities**

4.1 Orders will be placed no less than two (2) working days in advance of the expected delivery day by phone, fax, e-mail or hard copy. Notification will be provided to the Offeror one (1) working day prior to delivery of an order if minor changes to the original order are required.

**5. Order Confirmation of Availability**

- 5.1 Potential shortfalls on any items requested shall be immediately brought to the attention of the designated Food Services Representative.

**6. Rejects and Shortfalls**

- 6.1 The Offeror must, upon notification of rejects or shortages, 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.

**7. Discrepancies and Substitutions**

- 7.1 Substitutions will not be accepted without the prior approval of the designated Food Services Representative.

**8. Delivery of Products and Products Not Meeting Quality Standards**

- 8.1 Any products not meeting the Quality Standard Requirements will be returned (opened or unopened) to the Offeror at the Offeror's expense.
- 8.2 Three shipments of products that fail to meet the quality Standard Requirements may result in no further orders being placed and the Standing Offer may be set aside.

**9. Quality Assurance**

- 9.1 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.
- 9.2 The Canadian General Standards Board Specifications, most current edition, will be used as a reference for quality control.
- 9.3 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.

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

Firm prices, including all delivery and off-loading charges, GST extra if applicable.

**1. Year 1 - Date of Standing Offer Award to October 31, 2014**

Line Item	Description	Item Offered	Unit Format Offered *	Price Per Unit Offered *
001	Juice, Concentrate, Guava	_____	_____	\$_____
002	Juice, Concentrate, Orange	_____	_____	\$_____
003	Juice, Concentrate, Apple	_____	_____	\$_____
004	Juice, Concentrate, Cranberry	_____	_____	\$_____
005	Juice, Concentrate, Ruby Red Grapefruit	_____	_____	\$_____
006	Juice, Concentrate, Grape	_____	_____	\$_____

**2. Year 2 - November 1, 2014 to October 31, 2015**

Line Item	Description	Item Offered	Unit Format Offered *	Price Per Unit Offered *
001	Juice, Concentrate, Guava	_____	_____	\$_____
002	Juice, Concentrate, Orange	_____	_____	\$_____
003	Juice, Concentrate, Apple	_____	_____	\$_____
004	Juice, Concentrate, Cranberry	_____	_____	\$_____
005	Juice, Concentrate, Ruby Red Grapefruit	_____	_____	\$_____
006	Juice, Concentrate, Grape	_____	_____	\$_____

**3. Option Year 1 - November 1, 2015 to October 31, 2016**

Line Item	Description	Item Offered	Unit Format Offered *	Price Per Unit Offered *
001	Juice, Concentrate, Guava	_____	_____	\$_____
002	Juice, Concentrate, Orange	_____	_____	\$_____
003	Juice, Concentrate, Apple	_____	_____	\$_____
004	Juice, Concentrate, Cranberry	_____	_____	\$_____
005	Juice, Concentrate, Ruby Red Grapefruit	_____	_____	\$_____
006	Juice, Concentrate, Grape	_____	_____	\$_____

\*NOTE: The Unit Formats Offered and the Prices Per Units Offered provided by the Offeror will form the Basis of Payment in the resultant Standing Offer. Eg. For Line Item 1 - Unit Format Offered is: Case of 3 x 3 litre; Offered Price Per Case: \$100.00.



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## ANNEX D

### EVALUATION CRITERIA

#### 1. Mandatory Technical Criteria

- 1.1 Offerors must provide the following with their offer for **all Line Items** detailed at Annex B, Basis of Payment:
  - (a) The Unit Formats in which the juice they are offering is supplied; **AND**
  - (b) The Prices Per Unit for the juice in their offered format.
- 1.2 Offerors must provide the price per litres for each line item listed under Annex D - Evaluation Criteria, Articles 2.4, 2.5 and 2.6.
- 1.3 Offerors must provide the following prior to award of a standing offer:
  - (a) The mix ratio of the concentrated juices they are offering;
  - (b) The brand and product number of the concentrated juices they are offering.

#### 2. Financial Evaluation

- 2.1 Lowest Aggregate Evaluated Price for each offer will be calculated using the estimated annual quantities and price per litre offered under Annex D, Evaluation Criteria, Articles 3.1, 3.2 and 3.3 as follows:
  - (a) Multiplying each Line Item's Price Per Litre by each Line Item's respective estimated annual quantity to receive the extended price; and,
  - (b) Adding the total extended prices together for each Line Item under Year One, Year Two and Option Year One to arrive at the total aggregate evaluated price.
- 2.2 Estimated quantities are provided for evaluation purposes only and will not form part of any resultant Standing Offer.
- 2.3 Offerors are asked to breakdown their pricing per litre (unmixed) for evaluation purposes only as each line item will be evaluated using the measurement of litres as the basis.

### 3. Evaluation of Price

#### **3.1 Year 1 - Date of Standing Offer Award to October 31, 2014**

Firm prices, including all delivery and off-loading charges, GST extra if applicable.

Line Item	Description	Estimated Annual Qty	Price Per Litre
001	Juice, Concentrate, Guava	900	\$_____/Litre
002	Juice, Concentrate, Orange	1,530	\$_____/Litre
003	Juice, Concentrate, Apple	900	\$_____/Litre
004	Juice, Concentrate, Cranberry	630	\$_____/Litre
005	Juice, Concentrate, Ruby Red Grapefruit	270	\$_____/Litre
006	Juice, Concentrate, Grape	270	\$_____/Litre

#### **3.2 Year 2 - November 1, 2014 to October 31, 2015**

Firm prices, including all delivery and off-loading charges, GST extra if applicable

Line Item	Description	Estimated Annual Qty	Price Per Litre
001	Juice, Concentrate, Guava	900	\$_____/Litre
002	Juice, Concentrate, Orange	1,530	\$_____/Litre
003	Juice, Concentrate, Apple	900	\$_____/Litre
004	Juice, Concentrate, Cranberry	630	\$_____/Litre
005	Juice, Concentrate, Ruby Red Grapefruit	270	\$_____/Litre
006	Juice, Concentrate, Grape	270	\$_____/Litre

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**3.3 Option Year 1 - November 1, 2015 to October 31, 2016**

Firm prices, including all delivery and off-loading charges, GST extra if applicable

Line Item	Description	Estimated Annual Qty	Price Per Litre
001	Juice, Concentrate, Guava	900	\$_____/Litre
002	Juice, Concentrate, Orange	1,530	\$_____/Litre
003	Juice, Concentrate, Apple	900	\$_____/Litre
004	Juice, Concentrate, Cranberry	630	\$_____/Litre
005	Juice, Concentrate, Ruby Red Grapefruit	270	\$_____/Litre
006	Juice, Concentrate, Grape	270	\$_____/Litre