

**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> PCSP Field Season Food	
<b>Solicitation No. - N° de l'invitation</b> 23240-140354/A	<b>Date</b> 2013-12-23
<b>Client Reference No. - N° de référence du client</b> 23240-140354	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-023-10074
<b>File No. - N° de dossier</b> EDM-3-36291 (023)	<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 2014-01-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Standard Time MST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Taylor, Ian	<b>Buyer Id - Id de l'acheteur</b> edm023
<b>Telephone No. - N° de téléphone</b> (780)497-3621 ( )	<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 NATURAL RESOURCES 02A-234C 615 BOOTH ST ATT: MICHAEL KRISTJANSON OTTAWA Ontario K1A0E4 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**

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

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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 and any other annexes.

### 2. Summary

Regional Individual Standing Offer for the supply, delivery and off loading of milk, dairy products, bakery products, fresh and frozen meat, seafood and poultry, fresh and frozen produce, beverages, and miscellaneous grocery items care of Natural Resources Canada in Yellowknife, NT. on an "as required" basis for an eight (8) month period commencing January 20, 2014 to September 19, 2013 inclusive.

The requirement is divided into two (2), four (4) month rebid periods.

The RFSO allows for the issuance of multiple Standing Offers.

This proposed procurement is subject to the Nunavut Land Claims Agreement

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

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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### **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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions 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

B1000T (2007-11-30) Condition of Material

M0019T (2007-05-25) Firm Price and/or Rates

### 2. Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

**WST.EDMFood@pwgsc.gc.ca**

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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.

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23240-140354

File No. - N° du dossier

EDM-3-36291

CCC No./N° CCC - FMS No/ N° VME

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

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

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

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **1. Offer Preparation Instructions**

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

Section I: Technical Offer (1 hard copy) and (1 soft copy, excel file, by e-mail)  
Section II: Financial Offer (1 hard copy) and (1 soft copy, excel file, by e-mail)  
Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

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**Payment by Credit Card**

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

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

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

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

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

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1. Mandatory Evaluation

- 1.1.1 Offerors must have the ability to perform the full scope of work as described in Annex "A" Requirement; and
- 1.1.2 Offeror's may submit an offer on the product list(s) included in Annex "B" - Working Documents - Basis of Payment, however
  - 1.1.2.1 Offerors must provide prices for eighty percent (80%) of line items listed on the product list.

#### 1.2 Financial Evaluation

- 1.2.1 The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise taxes included. Additional surcharges will not be acceptable.
- 1.2.2 The total overall Offer price will be calculated as follows:
  - (a) If both the hard copy and the electronic version of the financial offer are received by PWGSC prior to the close date and time, the electronic version of the financial offer only, will be used to conduct the evaluation and will take precedence;
  - (b) Each unit price will be multiplied by the applicable quantity to obtain an extended total line item price;
  - (c) In the event that an offeror does not provide a price for all line items, or provides a price for a substituted line item not duly incorporated in an amendment, or should a change made to a line item render the evaluation of like items impossible, PWGSC will for assessment purposes only, eliminate impacted line items from the evaluation process. Impacted line items must not exceed the percentage of allowable omissions as per 1.1.2 above. Should the number of impacted line items exceed the allowable omissions, the offer will be considered non-compliant and no further consideration will be given;
  - (d) If applicable and within the allowable number of omissions as per Mandatory Evaluation, 1.1.2 above, impacted line items as described in Financial Evaluation 1.2.2 (c) above, will be clarified and rectified as follows:
    - i. Line items containing unit price errors will not form part of the Standing Offer unless honoured by the Offeror. If not honoured and there is a provision for multiple Standing Offers, the next lowest Standing Offer would retain the line item; and

- 
- (e) The extended total line item prices will be added together to reach an evaluated total Offer price.

### **1.3 SACC Manual Clauses**

C9000T (2010-08-16) Pricing

## **2. Basis of Selection**

- 2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

The responsive offer with the lowest evaluated price per category will be recommended for issuance of a standing offer for that category, in accordance with 2.2 Standing Offers (Multiple).

### **2.2 Standing Offers (Multiple) - Periods A and B**

- 2.2.1** The RFSO will allow for the possibility of issuing one Standing Offer per category:

- Meat
- Miscellaneous
- Fresh

up to three Standing Offers in total;

- 2.2.2** A category may be issued to multiple offerors based on a ranking. The highest ranked offeror for the category will be the offeror with the lowest evaluated price for that category. The second offeror will be the offeror with the next lowest evaluated price, and so on. Only those offers which are within ten percent (10%) of the best-priced offer for that category will be considered.

- 2.2.3** Up to three (3) standing offers per category may be issued. Should an offeror be issued multiple categories, the categories will be combined into one resulting 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 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](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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

#### 2. Security Requirement

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 fifteen (15) calendar days after the end of the reporting period.

### 4. Term of Standing Offer

#### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from January \_\_, 2014 to \_\_\_\_\_ inclusive (period of 8 months). (to be determined at issuance)

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ian Taylor  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: Western Region  
 Address: 5th Floor, Telus Plaza North, 10025 Jasper Avenue, Edmonton, AB T5J 1S6  
 Telephone: 780-497-3621  
 Facsimile: 780-497-3510  
 E-mail address: Ian.Taylor@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 against 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 the contractor and submitted at time of bid.)

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone : \_\_\_\_\_  
 Facsimile: \_\_\_\_\_  
 E-mail address: \_\_\_\_\_

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Authorized Representatives of Natural Resources Canada.

## **7. Call-up Procedures**

### **7.1 Right of first refusal basis**

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror for the required category to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.

When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately.

## **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 or an electronic version.

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

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

### **9.1 Minimum Individual Call-Up Limit**

The majority of individual call-ups against this Standing Offer will total a minimum of \$200.00 (Goods and Services Tax included).

### **9.2 Delivery Call-Up Information**

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

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

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

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

## **10. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$536,750.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer,

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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.

## **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, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Report;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## **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.

## **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 Alberta.

## 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.

### 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 firm unit prices, as specified in Annex B, 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.

#### 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 SACC Manual Clauses

C5201C (2008-05-12), Prepaid Transportaion Costs (if applicable)

M3000C (2006-08-15), Price Lists

#### 4.5 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

OR

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.

Invoices must be submitted using one of the following methods:

E-mail:  
Invoicing-Facturation@NRCan-RNCan.gc.ca

OR

Fax:  
1-877-947-9087

**Note:** Attach a "PDF" file. No other formats will be accepted.

**Note:** Use highest quality settings avail.

#### 6. Insurance

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

#### 7. SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations  
 B2005C (2007-05-25) Fish - Quality Stamping  
 B3003C (2007-05-25) Grades of Meat  
 B7500C (2006-06-06) Excess Goods  
 D0014C (2007-11-30) Fresh Chilled or Frozen Products, Delivery of  
 D0018C (2007-11-30) Delivery and Unloading  
 D3004C (2007-11-30) Type of Transport  
 D3007C (2007-11-30) Inspection and Stamping  
 D5311C (2007-11-30) Right of Access and Inspection of Meat

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**ANNEX A****REQUIREMENT****Summary**

Regional Individual Standing Offer for the supply, delivery and off loading of milk, dairy products, bakery products, fresh and frozen meat, seafood and poultry, fresh and frozen produce, beverages, and miscellaneous grocery items care of Natural Resources Canada in Yellowknife, NT. on an "as required" basis for an eight (8) month period commencing January 20, 2014 to September 19, 2013 inclusive.

The requirement is divided into two (2), four (4) month rebid periods.

**1. Requirement**

To supply food products to the Polar Continental Shelf Program (PCSP) facility located in Resolute Bay, NU during our regular field season. On average, over the past years, food orders were placed weekly from February to September.

In order to reduce the risks below, PCSP would prefer to use direct routing from Yellowknife, NT to Resolute Bay, NU:

- damage due to multiple handling;
- loss of cargo, risk of order being split into smaller groups, due to the multiple stops;
- integrity of the boxes;
- multiple warehouse, risks of theft and spoilage;
- time; travel delivery within a half day (½) from western routing versus one and a half day (1.5) from the east.

**2. Delivery**

Delivery days, at the Yellowknife Airport, are daily from Monday to Friday between the hours of 08:00 and 16:00 hours. The expiration date on fresh products must be a minimum of four to seven (4-7) calendar days after the delivery date to Resolute. Delivery of perishable foods shall be made to the First Air Airport located in Yellowknife, NT within 1 day of chartered aircraft fly date. Deliveries must be made directly to locations detailed in the call-up.

The Offeror must accept customer cancellations/amendments to call-ups if they occur forty-eight (48) hours in advance.

All containers must be clearly marked to show Offeror/supplier's name and address, identification of contents, net weight and/or quantity, storage instructions and/or special instructions.

No containers will be returned to the Offeror. PCSP will not be responsible for returning any packaging to the offeror, thus the packaging must be disposable or recyclable.

### 3. Delivery Locations

- First Air Hangar
- Yellowknife Airport
- 1 Yellowknife Hwy
- Yellowknife, NT

Buildings within Yellowknife may be added or deleted during the Standing Offer Period.

### 4. Emergencies

Stock outs/back orders/order changes: changes to an order can be made by the call-up authority (or his designate) no later than forty-eight (48) hours prior to delivery. No substitutes will be made prior without written approval by the call-up authority. The supplier must notify the call-up authority (or his designate) within forty-eight (48) hours from receipt of call-up of any backordered items not available for delivery.

### 5. Delivery service requirements

#### a. Consignee

All shipments must be consigned and delivered FOB destination to the destination specified in the call-up against the standing offer.

#### b. Acknowledgement of call-ups and confirmation of availability

The Offeror must not proceed without receipt of a duly completed and authorized call-up.

The Offeror must acknowledge receipt of the each call-up and notify the ordering office within forty-eight (48) hours of receipt items not available for delivery.

If the Offeror does not acknowledge receipt of the call-up within the requested time frame, the identified user may cancel the call-up without incurring any cost or penalties.

### 6. Pricing

#### a. Case Lot Provisions

Offerors pricing by case lots will be required at times to split cases by item. Offerors must indicate in their price list which items are available in split cases. Prices charged per item should reflect the case price, divided by the number of items in the case.

#### b. Special Offerings

The Offeror must provide Identified Users with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances and promotions.

The terms and conditions of this Standing Offer will apply to any call-up and resulting contract, even if at the time of the call-up, the Offeror gives the Identified User prices that are lower than the prices listed in the Standing Offer.

#### c. Pricing for Miscellaneous Food Items

Miscellaneous items will be paid in accordance with the Offeror's regular, seasonal and sale catalogues or current published price lists in effect at the time of ordering less a percentage discount as specified by the Offeror.

Prices charged on invoices must reflect the price of the item at the time of ordering.

## 7. Packaging Material

All food must be in proper shipping boxes for air transport and be rugged enough to withstand being handled multiple times.

Pork chops, breakfast sausage, Italian sausage, chicken breast, chicken leg, chicken wing, chicken boneless thighs, turkey sausage, beef rib eye steaks, bacon and shall be packaged in the following type boxes; CFP - 10LB Patty - CMC 143 (OR) Mitchel – Lincoln 9444 boxes (edge crush weight 23lbs / size limit 40 inches / Gross weight 20 lbs.) or equivalent.

In the situation of a repack – all items in a repack box should be wrapped individually (to prevent damage in shipment) and will be properly contained so as not to have the box open in shipping process. Clearly each repack shall be identified with markings indicating "RE-PACK".

- a. Where items are to be sent that have plastic outer packages (dairy/bread) the supplier will need to re-pack in good quality cardboard boxes.

Boxes and containers shall be enclosed to prevent damage to product. Shippers need to be aware that this food is being transported above the Arctic Circle where perishable items can be exposed and damaged very quickly as a result of extreme wind chill conditions.

- a. In the case of items like produce where boxes are not fully enclosed the offeror is to wrap in brown paper to protect from elements (wind and excess cold). Boxes are then individually labelled and then palletized and shrink wrapped for delivery.

## Delivery, inspection and acceptance

- a. Canadian General Standards – to include
- b. Food and Drugs Act

All products supplied against this Standing Offer must adhere to *the Food and Drugs Act* (R.S.C 1985, C.F-27).

- c. Shelf Life \*\* More than 12 months for dry\*\*

Products to be supplied must be of recent production and have the latest production date available. The shelf life or best before date must be clearly marked in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering. Items beyond 20% of their expected shelf life will not be accepted.

- d. Hygiene – Delivery Vehicles

All delivery vehicles must comply with or exceed the standards set out in the Canadian Sanitation Code, current issue at time of call up.

- e. 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 -18°C or lower and fresh chilled products between 4°C and 1°C until delivery. All fresh chilled or frozen products must 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.

f. Grades of Meat

If the grade of meat ordered is not available for delivery, the Offeror must supply a higher grade as a substitute, at no additional cost.

Acceptable grade AA and higher for meat, grade A for poultry.

g. Inspection and Stamping

The Offeror must ensure that inspectors from the Canadian Food Inspection Agency (CFIA) have inspected all meat and meat products, poultry products, lard, shortening, and margarine containing animal fats, soups containing ingredients of animal origin, and have stamped those products "CFIA inspected for CG" before shipment.

The Offeror must arrange for all such products to be delivered to the consignee either from an establishment registered in accordance with the Meat Inspection Act, 1985, c.25 (1<sup>st</sup> Sup.) and the regulations made under that Act, or from a food distributor that purchased the products from such an establishment. Canada will not accept any products that have not been stamped by the CFIA.

The Offeror must not permit any food distributor to alter or further process any meats or other products that have been inspected by inspectors from the CFIA.

h. Right of Access and Inspection of Meat

After final processing has been completed at a federally inspected plant, the Offeror must not alter process or repack any meat that has been inspected and approved by the Canadian Food Inspection Agency.

Without limiting any of Canada's rights of access or inspection included in the Contract, the Inspection Authority or its designated representative must have access to the storage and refrigeration areas on the Offeror's premises at any time during the performance of the Contract in order to inspect the packaging and, if applicable, any processing of the meat. The Offeror must provide all reasonable assistance to the Inspection Authority or its designated representative may require concerning the preparation, packaging, and quality of meat.

i. Beef Meat – Aging Requirements

All beef (bone in or boneless) must be aged for a minimum of fourteen (14) days prior to being frozen.

If it is not possible to supply aged beef products from stock on hand at the time of call-up, supplier must contact the consignee to advise the best possible delivery date. Do not supply a product that has not been aged for the minimum period of time.

j. Order Size

Pork, lamb and veal: Master carton to contain no more than 22 kg (50 lbs)

k. Ground Beef – Fat Content Certification Requirements

The following certification is required with each shipment of ground beef. Signed by the authorized representative of supplier. "Certified that fat content of this shipment, supplied in accordance with the Standing Offer Agreement, had been analyzed and does not exceed 19% fat."

l. Fish – Quality Stamping

Fish must be processed and packed in an establishment approved by the Department of Fisheries and Oceans in accordance with the Fish Inspection Act, R.S.,c.F-12, and regulations, and must be identified as follows:

Fresh fish must be identified by the words "Processes under Government Supervision" or "Canada Inspected" within a line drawing of a maple leaf marked on wrappers, inserts containers or master containers.

Frozen fish must be identified by the words "Canada Inspected" within a line drawing of a maple leaf marked on wrappers, or containers or where practicable on the whole fish.

m. Bread and Bakery Products

Offerors of Bread and Bakery Products must be regularly inspected by the Canadian Food Inspection Agency or equivalent Provincial entity.

n. Dairy Products

Poly bags must be free from contamination

All ice cream products must arrive at the destination hard frozen

o. Packing Requirements – Eggs

Minimum bursting strength cardboard box, Canada approved and must be wire strapped or taped with nylon tape "Scotch Brand" or equivalent.

p. Fresh Fruit and Vegetables

All fresh fruit and vegetables must meet the delivery conditions and requirements as per CGSB 32.250M current issue. Fruit and vegetables must comply with the grade requirements and other provisions prescribed in the Canadian Agricultural Products Act and the fresh Fruit and Vegetable Regulations. The fruit and vegetables must be of one variety or of similar variety characteristics as established for the grade concerned in the Fresh Fruit and Vegetable Regulations. The fruit and vegetables must be clean, sound, free of mould, fresh and without evidence of moisture loss (wilted or shrivelled or soft), moisture or freezing damage or sunburn. The fruit and vegetables must be practically free from foreign matter, decolouration, or damage caused by insects, worms, disease, decay, over maturity, hail, mechanical or other means. The fruit and vegetables must be delivered and packaged so that they will arrive at the destination in good condition and at the user's specified state of maturity. No produce are to be iced except for broccoli, parsley and green onions.

q. Fruit – Quick Frozen

In addition to the meeting the requirements of CGSB 32.250M Standard, current issue, and frozen fruit must comply with the relevant portions of the Food and Drugs Act and Regulations, the Canada Agriculture Products Standards Act and Processed Fruit and Vegetables Regulations. (Not to exceed 16.6 kg per case)

r. Vegetables and Vegetable Products – Quick Frozen

In addition to meeting the requirements of CGSB 32.250M Standard, current issue, frozen vegetables and vegetable products must comply with the relevant portions of the Food and Drugs Act and Regulations, the Canada Agriculture Products Standards Act and Processed Fruit and Vegetables Regulations. (Not to exceed 13.6 kg per case)

s. Inspection and Acceptance by Consignee

Final Inspection and acceptance of product will rest solely with the Consignee at destination. All products supplies must be free of signs of deterioration, spoilage, filth or damage by rodents or insects. The Consignee has the right to reject the product at the time of delivery and unacceptable product must be removed immediately by the Offeror.

t. Rejections

Rejected items are discovered after delivery may, on request, be replaced within one (1) week of notification. Where operational requirements do not support product replacements, the Consignee has the right to request a credit to be applied for future food purchases.

Failure to provide the level of quality of goods and services as defined herein OR noncompliance during the entire period of the Standing Offer, on more than three (3) instances over the period of the Standing Offer may result in the following:

First incident: An initial written notification from the Identified User with a copy to PWGSC documenting failure from the Identified User to provide the level of service required, quality of products or correct product size etc.

Second incident: A written notice from PWGSC requesting corrective action and timeline for the Offeror to respond; and

Third incident: A written notification from PWGSC of the Standing Offer suspension and no further call-ups will be processed.

All correspondence regarding rejections must be confirmed in writing within 24 hours from the time of discovery.

u. Liability for Defective Products

If broken or damaged goods are received by the Offeror, their subsequent reshipment to the Canada will be at the Offeror's own expense. If it is determined following acceptance and during the use that the product does not meet the purchase description, standards or specification referred to, the Offeror will be required to accept return of the balance of the defective products at his own expense and will be required to rebate a percentage of the price of the products used, based on the extent of the defect. Recourse as provided in the PWGSC General Terms and Conditions may be initiated by Canada.

Solicitation No. - N° de l'invitation

23240-140354/A

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-3-36291

Buyer ID - Id de l'acheteur

edm023

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

23240-140354

CCC No./N° CCC - FMS No/ N° VME

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**Attachment No. 1 to Annex “A”**  
**PARTIAL LIST - CANADIAN GOVERNMENT STANDARDS BOARD SPECIFICATIONS**

**Products to comply with CGSB:**

1. Specification - 32.5M - Wheat Flour
2. Specification - 32.6M - Flours, Specialty
3. Specification - 32.9M - Cake Mixes, Prepared, Complete
4. Specification - 32.11M - Pancake and Waffle Mixes
5. Specification - 32.13M - Cereals, Breakfast, Prepared, Ready-to-eat.
6. Specification - 32.14M - Cereal, Rolled Oats
7. Specification - 32.15M - Cereal, Wheat, Uncooked
8. Specification - 32.16M - Pasta Products, Macaroni, Spaghetini, Spaghetti, Vermicelli, Lasagna, Noodles
9. Specification - 32.17M - Rice, Brown, Milled, Parboiled or Precooked
10. Specification - 32.75M - Shortening
11. Specification - 32.76M - Vegetable Oil
12. Specification - 32.77M - Lard
13. Specification - 32.78M - Margarine
14. Specification - 32.110M - Coffee, Roasted and Ground
15. Specification - 32.113M - Coffee, Instant
16. Specification - 32.143M - Canned Fish
17. Specification - 32.166M - Milk, Condensed or Evaporated
18. Specification - 32.168M - Milk, Powder
19. Specification - 32.172M - Cheese, and Cheese Products
20. Specification - 32.184M - Eggs, Shell
21. Specification - 32.208M - Maple-Flavoured Syrup
22. Specification - 32.211M - Molasses
23. Specification - 32.212M - Chocolate
24. Specification - 32.234M - Canned Pie Fillings

- 25. Specification - 32.236M - Jams, Jellies, Marmalades and Cranberry Sauce
- 26. Specification - 32.237M - Peanut Butter
- 27. Specification - 32.250M - Fruits and Vegetables, Fresh
- 28. Specification - 32.252M - Vegetables, Dehydrated
- 29. Specification - 32.253M - Canned Fruits or Vegetables and Canned or Refrigerated Juices
- 30. Specification - 32.254M - Fruit, Vegetables and Juices, Frozen
- 31. Specification - 32.258M - Tomato Catsup
- 32. Specification - 32.262M - Peas and Beans, Dried
- 33. Specification - 32.276M - Dried Fruit
- 34. Specification - 32.281M - Dehydrated Soup Mixes, Instant and Simmer
- 35. Specification - 32.283M - Beverage Powders, Fruit-Flavoured

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

CGSB  
Canadian General Standards Board  
Gatineau, Canada  
K1A 1G6

Telephone: 819-956-0425 or 1-800-665-2472  
Facsimile: 819-956-5740

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.

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

**Please see attached Excel file - entitled - Annex "B", Working Documents - Basis of Payment, which includes the following:**

- Working Document Information
- Schedule of Tender Closing Dates - Working Document
- Basis of Payment

Period of Standing Offer: From January 20 2014 to September 19, 2014 (estimated)

Firm prices will be in Canadian dollars, Applicable Taxes excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise taxes included. Additional surcharges will not be acceptable.

G.S.T. / H.S.T and ecology / deposits will be shown as a separate line item on any resulting invoices.

Offeror's may submit an offer on the product list(s) included in Annex "B" Working Documents - Basis of Payment, however Offerors must provide prices for eighty percent (80%) of line items listed on the product list.

The estimated usage provided in the Excel File, entitled Annex "B", Working Documents - Basis of Payment, 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 the part of Canada.

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23240-140354/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

edm023

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

23240-140354

File No. - N° du dossier

EDM-3-36291

CCC No./N° CCC - FMS No/ N° VME

**ANNEX C****STANDING OFFER USAGE REPORT****Quarterly Usage Report Schedule:**

<b>Period of:</b>	<b>Report Due no later than:</b>
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below;

Supplier Name		Standing Offer Name:	
Standing Offer Number:		Period Covered	
Standing Offer Authority Name:	Ian Taylor		

<b>Department</b>	<b>Call-up Number</b>	<b>Dollar Value (GST Included)</b>

<b>(A) Total Dollar Value Call-ups for this reporting period:</b>	
<b>(B) Accumulated Call-up totals to date:</b>	
<b>(A+B) Total Accumulated Call-ups:</b>	

**NIL REPORT:** We have not done any business with the federal government for this period [    ]

**PREPARED BY:**

NAME:

TELEPHONE NO.:

SIGNATURE:

DATE:

Send Report to: **WST.PA-EDM@pwgsc-tpsgc.gc.ca** or Fax to: (780) 497-3510.