

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

**Bid Receiving - PWGSC / Réception des soumissions - TPSGC**

**11 Laurier St./ 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Clothing and Textiles Division / Division des vêtements et  
des textiles  
11 Laurier St./ 11, rue Laurier  
6B1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> FOOD SUPPLY & DISTRIBUTION (SO)		
<b>Solicitation No. - N° de l'invitation</b> W6399-140070/A		<b>Date</b> 2014-01-17
<b>Client Reference No. - N° de référence du client</b> W6399-140070		<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PR-758-64439
<b>File No. - N° de dossier</b> pr758.W6399-140070	<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 2014-02-07</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Mitchell(PR Div.), Melanie		<b>Buyer Id - Id de l'acheteur</b> pr758
<b>Telephone No. - N° de téléphone</b> (819)956-4035 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes		
<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>

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DEPARTMENT OF NATIONAL DEFENCE CANSOFCOM 8355 FRANKTOWN RD RICHMOND ON K0A 2Z0 CANADA	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. ATTN: MYNA NIM OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM DestinationPlant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Food Supply and Distribution	D - I	W6399	1	Each	\$	\$	See Herein	

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## PART 1: GENERAL INFORMATION

### 1. Introduction

The Request for Standing Offers (RFSO) template is divided into six parts:

- (i) Part 1, General Information;
- (ii) Part 2, Offeror Instructions;
- (iii) Part 3, Offer Preparation Instructions;
- (iv) Part 4, Evaluation Procedures and Basis of Selection;
- (v) Part 5, Certifications, and
- (vi) Part 6:  
6A, Standing Offer, and  
6B, Resulting Contract Clauses; and,  
the Annexes.

Part 1: provides a general description of the requirement;

Part 2: provides the instructions applicable to the clauses and conditions of the RFSO and states that the Offeror agrees to be bound by the clauses and conditions contained in all parts of the RFSO;

Part 3: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, the security requirement, if applicable, and the basis of selection;

Part 5: includes the certifications to be provided;

Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

Part 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 Statement of Requirement, Pricing and Periodic Usage Report.

## 2. Summary

The Department of National Defence (DND) has a requirement for a Regional Individual Standing Offer (RISO) for the provision of grocery items, including but not limited to meat, fish, vegetables, cereal, frozen, canned, coffee and cheese, cleaning supplies, paper-ware products, plastic-ware products, hygienically disposable apparel, and Janitorial supplies on an "as and when" requested basis and to be delivered at three (3) location within the National Capital Region situated in Richmond, Ottawa and Nepean, Ontario.

The Period of Standing Offer will be for six (6) months from Standing Offer award date

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

## 3. Communications Notification

As a courtesy, the Government of Canada requests that successful offerors notify the Standing Offer Authority in advance of their intention to make public an announcement related to the issuance of a standing offer.

## 4. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers. Offerors should make the request to the Standing Offer Authority within (ten) 10 working days of receipt of notification that their offer was unsuccessful. The debriefing may be provided 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 Manual issued by Public Works and Government Services Canada.

[Http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp](http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/rese-eng.jsp)

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 4.4 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

B4024T (2006-08-15) No Substitute Products

## **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 four (4) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## **4. Applicable Laws**

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

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.

## **5. Specifications**

A copy of the specifications referred to in the bid solicitation is available and may be purchased from:

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

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

Fax: (819) 956-5644

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

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/cn-cu-eng.html>

## **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 (2 hard copy)

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Bid

In their technical bid, bidders 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, Pricing. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Offerors must submit firm unit prices for a minimum of 380 items out of 400, listed in Annex B, Pricing Basis A, Delivery Duty Paid, Richmond, Ottawa and Nepean, Ontario, Incoterms 2000. Transportation costs are to be included in unit prices.

### 1.1 SACC Manual Clauses

C3011T      2013-11-06      Exchange Rate Fluctuation

**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 Mandatory Criteria

Offers must meet all technical requirements as detailed in Annexes A and B.

#### 1.2 Financial Evaluation

SACC Manual Clause A0220T 2013-04-25 Evaluation of Price

**1.2.1** Offerors must submit firm unit prices, Delivery Duty Paid, Richmond, Ottawa and Nepean, Ontario, Incoterms 2000 as requested in Annex B. Transportation costs are to be included in unit prices.

### 2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive.

Bidders must be able to provide pricing for a minimum of 95% of the items listed in Annex A. Failure to meet this requirement will declare the bid non-responsive.

Any bid that does not provide a price for an item will result in that item not being used for all bids for the purposes of evaluating the total cost.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and related documentation to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify the offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

## **1. MANDATORY CERTIFICATIONS REQUIRED PRECEDENT TO ISSUANCE OF A STANDING OFFER**

### **1.1 Code of Conduct and Certifications - Related documentation**

- 1.1.1** By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

## **2. ADDITIONAL CERTIFICATIONS PRECEDENT TO ISSUANCE OF STANDING OFFER**

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed or submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirements within that time period will render the offer non-responsive.

## 2.1 Federal Contractors Program for Employment Equity - Certification

### Federal Contractors Program for Employment Equity - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953- 8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

## 2.2 Canadian Content Certification

### 1.2.1 SACC Manual clause A3050T 2010-01-11 Canadian Content Definition

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

### 6A STANDING OFFER

#### 1. Offer

The Offeror offers to fulfill the requirement in accordance with Annex A and B.

#### 2. Standard Conditions and Clauses

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number and date and title are set out in the Standard Acquisition Clauses and Conditions Manual

<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>. issued by Public Works and Government Services Canada .

#### 2.1 General Conditions

2005 2012-11-19 General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 2.2 Standing Offer Reporting

##### Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide an electronic version of 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: March 1 to May 31;

2nd quarter: June 1 to September 30;

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

### **3. Term of Standing Offer**

#### **3.1 Period of Standing Offer**

The period for making call-ups against the Standing Offer is for 6 (six) months from date of offer.

### **4. Authorities**

#### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Melanie Mitchell  
Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate (CCPD)  
Clothing & Textiles Division  
Place du Portage, Phase III, 6A2  
11 Laurier Street  
Gatineau, Quebec K1A 0S5  
Telephone : 819-956-4035  
Facsimile: 819-956-5454  
E-mail address: melanie.mitchell@tpsgc-pwgsc.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.

#### **4.2 Technical Authority**

The Technical Authority for the Contract is: *(to be completed at issuance of Standing Offer)*

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical

Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 4.3 Offeror's Representative (please complete)

Name and telephone number of the person responsible for :

##### General enquiries

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

Telephone No. \_\_\_\_\_

Toll free number: \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

##### Delivery follow-up

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

Telephone No. \_\_\_\_\_

Toll free number: \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

#### 5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer (*to be completed at issuance of Standing Offer*)

#### 6. 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 electronic document.

#### 7. Limitation of Call-ups

Individual call-ups against this Standing Offer must not exceed **\$25,000.00** (Goods and Services Tax or Harmonized Sales Tax included).

#### 8. 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, Statement of Requirement;
- f) Annex B, Pricing;
- g) Annex C, Periodic Usage Report
- h) the Offeror's offer **(date will be inserted into Standing Offer Document by PWGSC)**

## 9. Certifications

### 9.1 Compliance

Compliance with the certifications 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 or 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.

## 10. 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 Ontario.

## 6B 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. Statement of Requirement

The Supplier must provide the items detailed in the call-up against the Standing Offer.

### 2. General Conditions

2029 2013-04-25, General Conditions - Goods (Low Dollar Value)

Section 11 Interest on Overdue Accounts, of 2029 General Conditions - Goods (Low Dollar Value) will not apply to payments made by credit cards at point of sale.

### 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 (Call-up against a Standing Offer), the Contractor will be paid the firm prices as offered and accepted in the Standing Offer, in Canadian Funds, DDP Delivery Duty Paid, Richmond, Ottawa and Nepean, Ontario, Incoterms 2000, transportation, Customs duties and Excise taxes included, Goods and Services Tax or Harmonized Sales Tax is extra, as applicable

#### 4.2 Limitation of Price

SACC Manual Clause C6000C 2011-05-16 Limitation of Price

#### 4.3. Multiple Payments

SACC Manual Clause H1001C 2008-05-12 Multiple Payments

#### 4.4. Payment by Credit Card

The following credit card is accepted: *(Will be inserted into Standing Offer Document by PWGSC)*

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

**OR**

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

#### 5. Invoicing Instruction

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

The original and one (1) copy must be forwarded to (to be specified in each call-up) for certification and payment.

#### 6. SACC Manual Clauses

B2005C	2007-05-25	Fish - Quality Stamping
B7500C	2006-06-16	Excess Goods
D0014C	2007-11-30	Delivery of Fresh Chilled or Frozen Products
D3004C	2007-11-30	Type of Transport
D3007C	2007-11-30	Inspection and Stamping
D5545C	2010-08-16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)
G1005C	2008-05-12	Insurance
B3003C	2007-05-25	Grades of Meat
D5311C	2007-11-30	Right of Access and Inspection of Meat
D0018C	2007-11-30	Delivery and Unloading



## ANNEX A REQUIREMENT

### 1. Requirement

To Supply and deliver grocery items, including but not limited to meat, fish, vegetables, cereal, frozen, canned, coffee and cheese, cleaning supplies, paper-ware products, plastic-ware products, hygienically disposable apparel, and Janitorial supplies, as specified in Annex "B", to the Department of National Defence(DND), to various locations in Ottawa, Nepean and Richmond on an "as and when requested" basis. All goods supplied must be in accordance with the latest issue of the relevant specification Canadian General Standard Board 32-GP-184B.

### 2. Delivery

For Security access to DND's controlled facility, the Offerer must provide the names of the drivers entering the facility. The drivers are required to undergo a Visitor Clearance Request (VCR) process before being allowed on site and will be escorted at all times. A standing VCR of all cleared personnel will be held at the front gate to allow the cleared drivers access to the facility on a daily basis. Replacement drivers not on the standing VCR list will not be permitted on site.

NAME; First, Last, Int

Delivery shall be made within 2 WORKING DAYS from receipt of a call-up document placed by the Call-up Authority (or his designate) for normal deliveries and within 12 HOURS for emergency deliveries. Deliveries must be made directly to the location detailed in the Call-Up (ie. directly to the appropriate facility).

The Offer must make deliveries to all delivery locations listed above and must deliver the goods to the building listed on the call-up.

Delivery days must be daily from Mon to Fri between the hours of 06:00 and 10:00 hours. The expiration date on fresh products must be a minimum four - seven (4-7) calendar days after the delivery date.

Emergency Deliveries must be made within twenty-four (24) hrs of a Call-Up request. Deliveries are not to be back ordered. Any discrepancies must be communicated to the individual who issued the call-up.

There is no minimum shipment due to limited storage areas.

The offeror must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance.

The Offeror must replace any rejected item within twenty-four hrs of notification of rejection.

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.

Containers such as cartons or trays in which products are delivered may be considered returnable by the Offeror. Such containers, although not accountable, are to be returned at the request of the Offeror.

The Offeror must use every effort to utilize environmentally friendly packaging to include recycled palates, cartons and trays.

Due to operational commitments, the Supplier shall be required to deliver throughout a time of civil crisis and/or in the event of a pandemic crisis.

If the Supplier has scheduled deliveries on Saturday or Sunday, no extra charge will be incurred.

### 3. Delivery Locations

Facility Name	Civic Address	BLDG #
Russell Lines	8355 Franktown Rd Richmond Ont K0A 2Z0	Bldg 25
Connaught Range	Connaught Range, 4 Snider Rd Nepean, Ontario, K2H-2W6	
412, Transport Squadron	412, Transport Squadron 200 Comet PVT Ottawa, ON. K1V 9B2	

Buildings within Ottawa 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 one (1) working day prior to delivery. No substitutes will be made without written approval by the Call-up Authority. The Supplier must notify the Call-up Authority (or his designate) within one (1) working day from receipt of call-up of any backordered items not available for delivery.

Pick-Ups: Supplier must allow DND the opportunity to pick-up any products on an emergency basis at the supplier's facility

Solicitation No. - N° de l'invitation

W6399-140070/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pr758

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

W6399-140070

File No. - N° du dossier

pr758W6399-140070

CCC No./N° CCC - FMS No/ N° VME

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

As per attached Excel Spreadsheet

Solicitation No. - N° de l'invitation  
W6399-14FA54/A

Amd. No. - N° de la modif.  
pr758

Buyer ID - Id de l'acheteur  
pr758

Client Ref. No. - N° de réf. du client  
W6399-14FA54

File No. - N° du dossier  
pr758W6399-14FA54

CCC No./N° CCC - FMS No/ N° VME

ANNEX C

Periodic Usage Report / Rapport périodique d'utilisation

Regional Individual Standing Offer Number (RISO) / Offre à commandes individuelle et régionale (OCIR): W6399-14FA54

Supplier / Fournisseur: \_\_\_\_\_

Period(e)s: *will be inserted at award*  
Period(e) \_\_\_\_\_ of/de \_\_\_\_\_

Item	Description	Brand/Marque	UPC Code / Code CPU	U of I / U de D	Unit Price / Prix unitaire	Quantity/ Quantité	TOTAL
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

Total Expenditure / Montant Total \_\_\_\_\_

Send electronically to [melanie.mitchell@tpsgc-pwgcs.gc.ca](mailto:melanie.mitchell@tpsgc-pwgcs.gc.ca)

Solicitation No. - N° de l'invitation	Amd. No. - N° de la modif.	Buyer ID - Id de l'acheteur
W6399-14FA54/A		pr758
Client Ref. No. - N° de réf. du client	File No. - N° du dossier	CCC No./N° CCC - FMS No/ N° VME
W6399-14FA54	pr758W6399-14FA54	

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Faire parvenir par courriel à [melanie.mitchell@tpsgc-pwgsc.gc.ca](mailto:melanie.mitchell@tpsgc-pwgsc.gc.ca)

Phone/Telephone 819-934-0768

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

You will be required to complete this report in an electronic format that will be provided at Standing Offer award by the Standing Offer Authority.