


<div>  <div> <div>Public Works and Government Services</div> <div>Canada</div> </div> </div>		Travaux publics et Services gouvernementaux Canada		Document No.W8486-149836/A		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions		Part - Partie 1 of - de 2	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Food - Groceries Food - Groceries	W8486	W8486	1	Lot	\$	XXXXXXXXXXXX	See Herein	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

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

PART 2 - OFFEROR INSTRUCTIONS

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

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

PART 6 - SECURITY REQUIREMENTS

1. Security Requirement

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

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

B. RESULTING CONTRACT CLAUSES

Solicitation No. - N° de l'invitation

W8486-149836/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal097

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

CAL-3-36031

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

List of Annexes:

Annex "A" - Requirement
Annex "B" - Basis of Payment
Annex "C" - Security Requirements Checklist
Annex "D" - Federal Contractors Program for Employment Equity - Certification
Annex "E" - Standing Offer Usage Report

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 | Security Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |
| | 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 7B, 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

For the supply and delivery of miscellaneous grocery products for the Canadian Force Base (CFB) Suffield, Alberta and Trails End Camp, Cochrane, Alberta, as required during the period of the Standing Offer. The requirement is divided into the following four (4) categories: 1) Meat, 2) Fresh fruit and vegetables, 3) Miscellaneous Grocery and Frozen Food and 4) Dairy, Eggs and Cheese. The period of the standing offer will be for one (1) year from date of issuance of the Standing Offer. Refreshing of pricing will then be permitted to the Standing Offer Holder(s) at the 3 months period for categories 1 and/or 2 and/or at the 6 months period for categories 3 and/or 4.

Up to 4 Standing Offers could be issued under this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category, only one Standing Offer will be issued to this supplier for those categories.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security Requirements, and Part 7A - Standing Offer. Offerors should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) website.

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

There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7A - Standing Offer, and Part 7B - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

3. Security Requirement

There is a security requirement associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses.

4. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

1.1 SACC Manual Clauses

B3000T	Equivalent Products	2006-06-16
M0019T	Firm Price and/or Rates	2007-05-25
C0008T	Price Support - Non-competitive Bid (for refresh only)	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.

Once your offer has been submitted as per the Offer Preparation Instructions under Part 3, a copy of the Basis of Payment (Excel file) should be sent, by e-mail, to the following address:

WST.CAL-FOOD@pwgsc-tpsgc.gc.ca

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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Buyer ID - Id de l'acheteur

cal097

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

DND

CCC No./N° CCC - FMS No/ N° VME

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

Section II: Certifications (one 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.

Annex B - Basis of Payment (Excel File)

The Offerors will complete the List of products using the Excel file and make sure that it has been properly filled out and contains all required information.

That list, once printed, will be submitted as a hard copy with the other required documents, before being transmitted to the above mentioned e-mail address.

Section I: Financial Offer

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

Offerors must submit firm pricing for all line items under a category, listed in Annex "B", Basis of Payment, to be considered for a Standing Offer.

Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____

Master Card _____

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

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

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

Section II: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Financial Evaluation

The estimated values identified under Annex "B" are for evaluation purposes only.

The total aggregate evaluated amount for each offer is calculated by:

1. multiplying the unit price for each product by their estimated quantity; plus
2. the discounted price offered under item B.1. Calculation is based on \$5,000.00 less the discount offered; plus
3. the offered price under item C.1 multiplied by an estimated five (5) late notices; plus
4. the offered price under C.2 multiplied by an estimated one (1) delivery; and

summing all these values to determined the total evaluated offered price of the offer.

Pricing must be provided for all the items listed in Annex "B" - Basis of Payment (per category). Failure to provide pricing for all the items will render the offer non-complaint without further consideration being given.

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

2. Basis of Selection

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

Up to 4 Standing Offers could be issued under this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category, only one Standing Offer will be issued to this supplier for those categories.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

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

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [HRSDC-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor 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 during the period of the Contract.

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

2. Additional Certifications Precedent to Issuance of a Standing Offer

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

2.1 Canadian Content Certification

2.1.1 SACC *Manual* clause

A3050T

Canadian Content Definition

2010-01-11

2.1.2 Canadian Content Certification

(M3063T, 2010-01-11)

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 - SECURITY REQUIREMENT**1. Security Requirement**

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C";
 - (b) Industrial Security Manual (Latest Edition).

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 "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report. The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than five (5) calendar days after the end of the reporting period.

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from TBD to TBD (for a period of one year).

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Nicole Levesque-Welch
Supply Specialist

Telephone: 403-292-4716

Facsimile: 403-292-5786

Email: nicole.levesque-welch@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 at issuance of Standing Offer*****

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

5.3 Offeror's Representative (To be completed by Offeror)

General Enquiries:

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

Delivery Follow-up:

Name: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Canadian Forces Base (CFB) Suffield, Ralston, Alberta and Trails End Camp (TEC), Cochrane, 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 \$100,000.00 (Applicable Taxes included).

8.1 Minimum Individual Call-up

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

9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2013-04-25), Goods (Medium Complexity);
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Security Requirements Check List;
- h) Annex "D", Federal Contractors Program for Employment Equity - Certification;
- i) Annex "E", Standing Offer Usage Report;
- j) the Offeror's offer dated TBD.

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.

10.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and HRSDC-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by HRSDC may result in the setting aside of the Standing Offer.

10.3 SACC Manual Clauses

M3060C

Canadian Content Certification

2008-05-12

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.

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) 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. DND will provide a minimum of 24-48 hours notice and an additional fee (if applicable) will apply if DND provides less than 24 hours notice as per the Basis of Payment.

4. Payment

4.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B, Basis of Payment for a cost of \$ To be determined at time of call-up. Customs duties are included and Applicable Taxes are extra.

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

4.2 SACC Manual Clauses

H1000C

Single Payment

2008-05-12

4.3 Payment by Credit Card (if offered by Offeror)

The following credit cards are accepted: TBD and TBD.

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.

Each invoice must be supported by:

- (a) The address shown on page 1 of the Contract;
- (b) Call up number;
- (c) Suppliers' Invoice Control Number; and
- (d) Delivery date

2. Invoices must be distributed as follows:

- (a) A bill of lading, a computerized purchase invoice and three (3) copies (one original and two copies) must be provided to the consignee at the time of each delivery for certification and payment. Hand written invoices will not be accepted.

6. Insurance

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

7. SACC Manual Clauses

A9062C	Canadian Forces Site Regulations	2011-05-16
B7500C	Excess Goods	2006-06-16
C3601C	Price Adjustment - Milk	2010-01-11
C3602C	Price Adjustment - Butter	2008-05-12
D0014C	Delivery of Fresh Chilled or Frozen Products	2007-11-30
D0018C	Delivery and Unloading	2007-11-30
D3004C	Type of Transport	2007-11-30
D5328C	Inspection and Acceptance	2007-11-30

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

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

ANNEX "A"**REQUIREMENT**

For the supply and delivery of miscellaneous grocery products for the Canadian Force Base (CFB) Suffield, Alberta and Trails End Camp, Cochrane, Alberta, as required during the period of the Standing Offer. The requirement is divided into the following four (4) categories: 1) Meat, 2) Fresh fruit and vegetables, 3) Miscellaneous Grocery and Frozen Food and 4) Dairy, Eggs and Cheese. The period of the standing offer will be for one (1) year from date of issuance of the Standing Offer. Refreshing of pricing will then be permitted to the Standing Offer Holder(s) at the 3 months period for categories 1 and/or 2 and/or at the 6 months period for categories 3 and/or 4.

Up to 4 Standing Offers could be issued under this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category, only one Standing Offer will be issued to this supplier for those categories.

At all times, the Contractor must ensure that 90 % off all the food items listed at Annex "B" are available for regular purchase.

The Standing Offer Holder can accept or decline call-up items not listed at Annex "B", Basis of Payment. Non-listed items will be priced in accordance with Annex "B", Basis of Payment.

Mandatory Requirements

1. The "Canadian Government Standards Board specifications" will be used as reference for quality control.
2. All food items must be in accordance with Canadian General Standards Board Specifications, Foods 32.250M Foods, and meet the Canadian Food Inspection Agency (CFIA) standards in preparation.
3. Government-inspected and/or graded foods will have the appropriate stamp indicating such inspection and/or grading has been carried out.
4. All food item products must be processed in a federally inspected plant and the Contractor's preparation facility must meet the CFIA standards.
5. All facilities entrusted in the storage and dissemination of foods must be Hazard Analysis and Critical Control Point (HACCP) certified.
6. DND reserves the right to inspect the Contractor's facility during the Standing Offer period for the purpose of quality assurance and to ensure the facility meets the standards expected of a CFIA approved supplier.

Quality Assurance

1. All products must be of recent production. The shelf life or best before date must be clearly indicated on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.
2. All fresh items (ie. Milk) must arrive in good order with a best before date of a minimum of 7 days to expiry at time of delivery.

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3. All meat products will be properly packaged and will be free of ice crystals, excess frost on packages and water staining on boxes.
 4. All beef steaks/roasts/individual portions beef must be AA or AAA.
 5. Final inspection and acceptance of the food product will rest solely with the Technical Authority or his or her representatives at the point of delivery. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The Technical Authority or his or her representative will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.
 6. The consignee's delivery representative will verify with the Standing Offer Holder's representative that all items shipped have been received using the bill of lading provided by the Standing Offer Holder.
 7. The Standing Offer (SO) Holder must only charge for the items delivered and accepted. The SO Holder is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by consignee's representative at time of delivery. The SO Holder agrees to provide the consignee with a detailed credit receipt within (3) working days from delivery for all items that the consignee and SO Holder agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the SO Holder provides the Consignee with approved credit receipt. The SO Holder must ensure that all invoices reflect correct pricing effective at the time of ordering.

Monthly statements

1. The Standing Offer Holder must provide monthly statements addressing all invoiced products, both credits and debits for the previous month activity.

Availability and Substitutions

1. Most orders will be during peak time frames, from 1 April to 30 October yearly.
2. Potential shortfalls in providing the identified food items in a call-up must be immediately brought to the attention of the Technical Authority and Call-up Authority.
3. Substitutions will not be accepted without the prior approval of Technical Authority and Call-up Authority, who is the only approving authority for substitutions and call-up amendments.
4. Any additional cost incurred to substitute a food item rests fully at the Standing Offer Holder's expense. Substitute food items will be invoiced at the same price as the item it is substituting, as per Annex B, Basis of Payment.

Rejects and Shortfalls

1. The Standing Offer Holder agrees, upon notification of rejected products and or shortage of food products, to replace all shortage and rejected items within 24 hours. Any additional expenses including delivery costs incurred to replace all shortage or rejected items rests fully at the Standing Offer Holder's expense.

Call-up and Order Confirmation

1. When groceries are required, DND will submit a PWGSC 942 Call-up Against a Standing Offer form via fax or hard copy to the Standing Offer Holder. All call-ups will be placed a minimum of 24 to 48 hours prior to the expected day of delivery. Food deliveries may include weekends or statutory holidays. Deliveries on Sundays or Statutory Holidays rarely happen and have occurred approximately 3 times in the last 7 years. Delivery is required when unforeseen situations occur such as emergency responses (ie. floods) and operation requirements. If required, DND will provide a minimum of 2 days advance notice.
2. The Contractor must respond within 4 hours of receipt of a PWGSC 942 Call-up Against a Standing Offer to confirm receipt, via return fax.
3. DND reserves the right to amend a call-up, up to 24 hours before the delivery is required.

Food Deliveries

1. Food deliveries are to be made directly within the geographies of the Canadian Forces Base Suffield areas of responsibilities identified herein. The delivery location will be identified on each individual call-up.
2. The following delivery locations will be included in the areas of responsibility:
 - Ration Commissary- CFB Suffield, Ralston Alberta, Building 207
 - Combined Mess- CFB Suffield, Ralston Alberta, Building 436
 - Crowfoot Kitchen- CFB Suffield, Ralston Alberta, Building 241
 - Trail's End Camp - Cochrane, Alberta
3. Deliveries must be made between the hours of 0730 hr and 1200 hrs, Monday to Friday, including weekends and statutory holidays.
4. All delivery cost must be included in the pricing under Annex "B" for all locations listed above.
5. The Technical Authority or his or her representative will meet the Standing Offer Holder to receive the food order at the delivery location identified on the individual call-up.

Type of Transport

1. Delivery of chilled food commodities will be made in climate controlled transport unless the Call-up Authority instructs otherwise. Refrigerated and freezer transport must have the following acceptable temperatures:
 - i. Refrigerated transport must have a temperature of four degrees Celsius (4° C), plus or minus two degrees Celsius ($\pm 2^\circ \text{C}$).
 - ii. Freezer transport must have a temperature below negative eighteen degrees Celsius (-18° C).
2. The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, the environment it presents must not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.

Solicitation No. - N° de l'invitation

W8486-149836/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal097

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

CAL-3-36031

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3. The construction, maintenance, sanitation, refrigeration, and handling practices must adhere to the standards of a well-operated Canadian commercial grocer and meet the standards of CFIA.
 4. The vehicle must be a dedicated transport of food products.

ANNEX "B"**BASIS OF PAYMENT**

F.O.B. Canadian Forces Base (CFB) Suffield, Ralston, Alberta and Trails End Camp (TEC), including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax included. Additional surcharges will not be accepted. All delivery cost must be included in the cost of food ordered, unless it is order with less than 24 hours notice.

Pricing must be provided for all the items per category which are listed in Annex B - Basis of Payment. Offerors are not required to provide pricing for all categories to be deemed compliant for a category.

Pricing is to remain valid from date of issuance of Standing Offer for a period of 3 months for category 1 and 2 (Meat and Fresh fruit and vegetables) and 6 months for categories 3 and 4 (Miscellaneous Grocery and Frozen Food, and Dairy, Eggs and Cheese). This period is in addition to the bid validity period identified under Part 2, article 1. Standard Instructions, Clauses and Conditions. Refreshing of pricing will then be permitted to the Standing Offer Holder(s) at the 3 months period for categories 1 and/or 2 and/or at the 6 months period for categories 3 and/or 4.

For the purpose of the financial evaluation, any variance in offered formats between offers will be calculated based on the "price per unit of measurement".

(See Attached Excel Spreadsheet for Basis of Payment)

Solicitation No. - N° de l'invitation

W8486-149836/A

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

DND

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-3-36031

Buyer ID - Id de l'acheteur

cal097

CCC No./N° CCC - FMS No/ N° VME

ANNEX "C"

SECURITY REQUIREMENTS CHECKLIST

(see attached document)

ANNEX "D"**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with such request by Canada will also render the offer non-responsive, may result in the Standing Offer set-aside, or will constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- () A1. The Offeror certifies having no work force in Canada.
- () A2. The Offeror certifies being a public sector employer.
- () A3. The Offeror certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- () A4. The Offeror certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
- () A5.1. The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.
- OR**
- () A5.2. The Offeror certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.

B. Check only one of the following:

- () B1. The Offeror is not a Joint Venture.

OR

- () B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

Solicitation No. - N° de l'invitation

W8486-149836/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal097

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

DND

CAL-3-36031

ANNEX "E"**STANDING OFFER USAGE REPORTS**

Return to:

Public Works and Government Services Canada

Acquisitions Branch

Facsimile: (403) 292-5786

Email: wst-pa-cal@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

- () 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.

SUPPLIER:

STANDING OFFER NO:

W8486-149836

DEPARTMENT OR AGENCY:

Department of National Defence

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract (GST/HST excluded)
(A) Total Dollar Value Call-ups for this reporting period:		
(B) Accumulated Call-Up totals to date:		
(A+B) Total Accumulated Call-Ups:		

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

PREPARED BY: _____

SIGNATURE: _____

DATE: _____