



## TABLE OF CONTENTS

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. 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 - 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**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions

Solicitation No. - N° de l'invitation

W0125-139735/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin690

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

W0125-3-Q9735

File No. - N° du dossier

KIN-3-40089

CCC No./N° CCC - FMS No/ N° VME

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List of Annexes:

Annex "A" - Requirement

Annex "B" - Basis of Payment

**This bid solicitation cancels and supersedes previous bid solicitation number W0125-139735/B1120-141987/A dated 02 January 2014 with a closing of 7 February 2014 at 2:00PM.**

## **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 Statement of Requirement, the Basis of Payment .

### **2. Summary**

To establish a Regional Individual Standing Offer for the provision of consumable kitchen supplies for CFB Borden located in the Ontario Region. Goods will be supplied on an "as and when requested" basis and the period for placing call-ups against the Standing Offer shall be from date of issue to 28 February 2015 with an option to extend for an additional one (1) year period from 1 March 2015 to 28 February 2016.

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

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Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)." (Canada-Peru & Canada-Chile)

This procurement is reserved for beneficiaries of the following Comprehensive Land Claims Agreement(s)  
(CLCAs) Nunavut Land Claims Agreement.

### 3. Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

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

### 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 ten (10) 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

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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.

### **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 (1 hard copy and 1 soft copy)

Section II: 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>). 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: Financial Offer**

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

**1. Hard (Paper) Copy:** One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.

**2. Soft (Electronic) Copy:** In addition to the hard copy, PWGSC is requesting offerors send in an electronic copy of Excel file, by e-mail at the following address: **kingston.procurement@pwgsc.gc.ca**

### Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA \_\_\_\_\_

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

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

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

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

### Section II: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Each of the three (3) specified geographic areas will be evaluated separately. Therefore, a proposal may be submitted for any of the three (3) geographic areas.

### 1. Financial Evaluation

#### Example:

The unit of issue is a package of 10 but your product is a package of 12..... your price for a box of 12 will be divided by 12 then multiplied by 10 to arrive at the unit of issue price as required for evaluation purposes only.

If bidder quotes a size different and not convertible to the unit specified for each item, the bid may not be capable of being evaluated in accordance with the Evaluation Criteria and Basis of Selection detailed in "Part 4 Evaluation Procedures, Basis of Selection and Certifications". **The bid would then be given no further consideration and will be deemed non-responsive.**

#### Example:

1) Requested unit is in millilitres. Bid price is in grams.

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We would not be able to convert millilitres to grams and the bid would be deemed non-responsive.

## 1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Incoterms 2000 "DDP Delivered Duty Paid" -as per geographic area identified in the Pricing Basis "C", Canadian customs duties and excise taxes included.

### 1.2.1 Financial Evaluation Criteria

Bids meeting requirements of the Technical Evaluation will be assessed to arrive at an Aggregate Value based on the estimated usage provided herein at Annex "B", Pricing Basis "C" and DDP Delivered Duty Paid.

The estimated usage provided herein is for the sole purpose of establishing an evaluation tool. These usages are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown.

Bids will be evaluated in Canadian currency, Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded. Evaluation for each year will be calculated by multiplying the estimated quantity by the unit price to established the extended price. The sum total of the extended price will establish the aggregate total for each year. Evaluation will be based on the sum total of the 2 years combined

**1.2.2** In the event that an Offeror does not provide a price for any item, PWGSC will for assessment purposes only, substitute the highest price quoted by another offeror for that item. If all Offerors do not provide a price on an item, the item will be eliminated from the evaluation process.

## 2. Basis of Selection

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

## PART 5 - CERTIFICATIONS

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

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

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

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

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

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of

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Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

## 1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list

([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## PART 6 - 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 "B".

#### 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 "A". 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.

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The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: Date of Issue to 30 avril 2014

2nd quarter: 1 May 2014 to 31 July 2014;

3rd quarter: 1 August 2014 to 31 October 2014;

4th quarter: 1 November 2014 to 31 January 2015.

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

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

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

The period for making call-ups against the Standing Offer is from date of issue to 28 February 2015.

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

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 1 year period, from 1 March 2015 to 28 February 2016 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

#### **5. Authorities**

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

The Standing Offer Authority is:

Name: Kim Rider  
Title: A/Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 86 Clarence St. 2nd Floor  
Telephone: 613-545-8739  
Facsimile: 613-545-8067  
E-mail address: kim.rider@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

Solicitation No. - N° de l'invitation

W0125-139735/C

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin690

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

W0125-3-Q9735

File No. - N° du dossier

KIN-3-40089

CCC No./N° CCC - FMS No/ N° VME

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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

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

## 6. Identified Users (at date of issue)

The Identified User authorized to make call-ups against the Standing Offer is: \_\_\_\_\_.

## 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, etc.*) or an electronic version.

## 8. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

## 9. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;

- c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment ;
- f) the Offeror's offer dated \_\_\_\_\_

## 10. Certifications

### 10.1 Compliance

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 11. Applicable Laws

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

## 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. Statement of 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 (2013-06-01), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2013-06-01 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**

1. The Basis of payment attached hereto as Annex "B" shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", Harmonized Sales Tax (HST) extra, if applicable.

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

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

##### **4.3 Single Payment**

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

##### **4.4 Payment by Credit Card**

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

#### **5. Invoicing Instructions**

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.

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**ANNEX "A"**  
**CFB Borden**

**Special Requirements:**

- 1) Delivery shall be within 48 hours maximum of call-up.
2. Deliveries shall be made directly to the appropriate location as detailed in the call-up. Packing slips or bill of lading are to be included with each delivery
3. Each order sent to the supplier must be separately invoiced and identified with the correct call-up number. Invoice shall be in conjunction with the invoicing instruction specified herein. The invoice shall identify the consignee address where the goods were delivered. Invoices shall be provided at the time of delivery and any GST/HST if applicable.
4. Any shortages from orders must be identified and reported to the identified user within four working hours of receiving order. Back orders will be accepted.
5. After a complete and thorough inspection, if products/articles are found incomplete or deviate from the original order, the supplier will be notified and adjustments are to be carried out within 24 hours of notification.
6. The supplier shall pick-up and replace any rejected items within twenty-four (24) hours of notification of the rejection.
7. Suppliers should be able to accommodate unforeseen situations and emergency orders.

**Consignee**

Shipment shall be consigned FOB Destination, including all delivery charges to the appropriate facility. Locations may be added or deleted during the standing offer period.

| Facility Name                 | Civic Address    | Bldg # |
|-------------------------------|------------------|--------|
| Junior Ranks Kitchen          | 18 Lancaster St. | A-153  |
| Junior Ranks Kitchen          | 52 Korea Rd.     | T-116  |
| FS Cadre                      | 25 Anson Rd.     | S-149  |
| 400 Tactical Helicopter Sqn   | 60 Mitchell St.  |        |
| R (C) SU Centre CTC Blackdown | 25 Command Rd.   | BP-81  |

|                      |  |
|----------------------|--|
| 25 Service Battalion | DND Denison Bldgs<br>1 Yukon Lane, Toronto, On |
|----------------------|--|

Solicitation No. - N° de l'invitation

W0125-139735/C

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

W0125-3-Q9735

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-3-40089

Buyer ID - Id de l'acheteur

kin690

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "B"**

**BASIS OF PAYMENT**

**Attached.**