

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 and any other annexes.

2. Summary

To establish a Regional Individual Standing Offer for the provision of consumable kitchen supplies for CFB Trenton/CFS Alert, CFB Kingston and 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 award to 31 October 2014 with an option to extend for an additional one (1) year period from 1 November 2014 to 31 October 2015.

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

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

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

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.

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

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.

1.2 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.

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 location identified in the Pricing Basis "A" and/or "B" and/or "C", Canadian customs duties and excise taxes included.

2. Basis of Selection

It is the intention of the Crown to evaluate this requirement as follows:

Step 1: - Price Evaluation

Offers meeting requirements will then be evaluated on price.

Offerors must provide pricing for all items in Pricing Basis "A" and/or "B" and/or "C" of each of the geographic area(s) they want to be considered for (reference Annex "B" Basis of Payment).

Offers will be selected on an aggregate basis based on the estimated usage's provided in Annex "B" Basis of Payment, for each of the three geographic areas. The aggregate offer price shall be calculated as follows:

1. Canada shall multiply the Offeror's unit prices by the estimated quantities stated in the Pricing Basis "A", "B" and "C" outlined at Annex "B" Basis of Payment to determine each Offeror's estimated Bid Evaluation Price.
2. Pricing Basis "A", "B" & "C" will be added together to create the aggregate bid evaluation price. Pricing Basis "D" will not be included in the evaluation.

As a result, up to one Standing Offer may be issued for each geographic area.

2. Basis of Selection

a) It is Canada's intention to issue only one Standing Offer with the lowest aggregate value meeting all the requirements listed in Pricing Basis "A", "B" and "C". In the event one Standing Offer doesn't cover all pricing basis, Canada may issue up to three Standing Offers to cover all pricing basis. Should an Offeror be selected for issue of more than one Standing Offer for all three pricing basis those three Standing Offers will be combined and only one Standing Offer will be issued to that bidder.

b) Upon Compliance with the "Certifications Precedent to Issuance of the Standing Offer", the Standing Offer(s) will be issued to the compliant Offeror(s) selected for issuance of a Standing Offer.

PART 5 - CERTIFICATIONS

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

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

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

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

1.1 Code of Conduct and Certifications - Related documentation

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

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equality/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

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

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.

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 21 May;

2nd quarter: 22 May to 21 August;

3rd quarter: 22 August to 21 November;

4th quarter: 22 November to 21 February.

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 award to 31 October 2014.

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 November 2014 to 31 October 2015 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

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W0125-3-Q9735

File No. - N° du dossier

KIN-3-40089

CCC No./N° CCC - FMS No./N° VME

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 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 _____ (*insert date of offer*),

13. Certifications

13.1 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.

14. 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.

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4. Payment

5.1 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.

5.2 Limitation of Price

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

5.3 Single Payment

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

5.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6. 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.

ANNEX "A"

REQUIREMENT

CFB Trenton/CFS Alert /CFB Kingston

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.
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.

Delivery Locations: CFB Trenton/CFS Alert

CFB Trenton

Yukon Galley

75 Yukon St. (Bldg 120)

ASTRA, On K0K 3W0

(for furtherance to CFS Alert)

CFB Trenton

30 East North Star dr. (Bldg 66)

ASTRA, On K0K 3W0

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Delivery Locations for CFB Kingston.

Routledge Hall:

Delivery and Billing Address VB31, 9 Parade rd PO Box 1700, station forces ,Kingston Ontario, K7K 7B4

Contact: Procurement Manager

Contact Number: (613) 541-5010 ext 4233

Fax Number: (613)541-4181

Royal Military Collage:

Billing and Shipping Address: RMC CDH, 22 Amiens Ave, PO BOX 17000 STN FORCES, Kingston Ontario

K7K 7B4

Contact: RMC Ration Procurement Manager

Contact name: (613)541-6000 ext 6802

Fax: (613)-540-8073

Fort Frontenac Officer's Mess:

Shipping and billing Address: Fort Frontenac Officer's Mess

1Ontario ST, Kingston, On, K7K 7B4

Contact: IC Ration

Contact Number: (613) 541-5010 ext 5963

Fax: (613) 541-5830

JSR

Billing Address: Canadian Forces Joint Signal Regiment, PO BOX 17000 STN Forces, Kingston, ON, K7K 7B4

Shipping Address: Canadian Forces Joint Signals Regiment, E-30 Clement Bldg 20 Red Patch ave, Kingston On, K7K 5B4

Contact name: Chief Cook

Contact number: (613)541-5010 ext 4067

Fax: (613)541-4367

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 1 Yukon Lane, Toronto, On	

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ANNEX "B"

BASIS OF PAYMENT

Attached.