



Solicitation No. - N° de l'invitation

W0114-15G001/A

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-4-42171

Buyer ID - Id de l'acheteur

kin900

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

W0114-15-G001

CCC No./N° CCC - FMS No/ N° VME

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See herein

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## PART 1 - GENERAL INFORMATION

### 1.1 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.
Annex "A"	Requirement
Annex "B"	Basis of Payment

### 1.2 Summary

- (i) To provide miscellaneous groceries to the Department of National Defence, CFB Kingston, RMC and Fort Frontenac, Kingston Ontario from the period of 01 February 2015 to 31 July 2015
- (ii) Client department: The Department of National Defence, CFB Kingston, Kingston Ontario.
- (iii) The period of the Standing Offer will be from 01 February 2015 to 31 July 2015.
- (iv) as per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.
- (vi) The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

### 1.3 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

### 2.1 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 (2014-09-25) 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: 60 days

Insert: 90 days

### 2.2 Submission of Offers

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

Once the offer has been completed and submitted to the Bid Receiving Unit, a copy of the Basis of Payment (Excel file) may be forwarded by e-mail to: [kingston.procurement@pwgsc.gc.ca](mailto:kingston.procurement@pwgsc.gc.ca)

### 2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than six (6) 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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## **2.4. 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.

## **2.5. Canadian General Standards Board - Standards**

A copy of the Specifications is available and may be purchased from:  
Canadian General Standards Board Sales Centre  
Place du Portage, Phase III, 6B1  
11 Laurier Street  
Gatineau, Quebec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5644  
E-mail: ncr.cgsb-ongc@pwgsc.gc.ca

CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>

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

### **3.1. 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 on Excel as an e-mail attachment

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) (<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 Annex "B", Basis of Payment. The total amount of Applicable Taxes must be shown separately. Offerors may submit bids to provide goods to one or both locations:

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 that offerors send in an electronic copy of Excel file, by e-mail to the following address: **Kingston.procurement@pwgsc.gc.ca**

### 3.1.1 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.

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

## Section II: Certifications

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1. 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.

#### **4.1.1 Financial Evaluation**

##### **4.1.1.1 Financial Technical Criteria**

The Offeror must complete and submit with its offer, Annex "B" - Basis of Payment, in Canadian funds. Pricing must be provided for all line items as listed and a % amount for B. Special Orders.

Offers will be evaluated based on the prices detailed in Annex "B" - Basis of Payment.

The price used in the evaluation will be the Total Aggregate Value which is calculated as follows:

The Evaluated Price is the sum of the Extended price.

The Extended price is the Estimated Quantity multiplied by the Firm Unit Price.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 SACC Manual Clause**

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

##### **4.1.2.2 Pack of Unit Size**

If a requested size is no longer available, it is up to the offeror to contact the Standing Offer Authority no later than seven (7) calendar days prior to the closing date with a proposed alternative size.

Where changes to pack or unit size are proposed the following must be met:

- a. The proposed change is necessary because the original pack size specified is unavailable in the industry; and
- b. The new proposed size reflects the next size up or down (from the original size specified) that is available in the industry; and /or
- c. There is a less than 15% difference between the original size specified and the proposed alternative size.

Any changes to the product pack and or size will be made by the Standing Offer Authority through an amendment to the Request for Standing Offer document. The offeror cannot substitute sizes in their offer that have not been approved.



## 4.2 Basis of Selection

- 4.2.1** The compliant offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a Standing Offer upon compliance with the conditions stated in Part 5.
- 4.2.2** Canada intends to issue one (1) Standing Offer to the compliant Offeror with the Lowest Aggregate Total.

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

## PART 5 - CERTIFICATIONS

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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly 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 and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 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 inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### 5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006 (*OR insert 2007, as applicable*). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 5.1.2 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 Employment and Social Development Canada-Labour's website.

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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**

#### **6.1 Offer**

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

#### **6.2 Security Requirement**

There is no security requirement applicable to this Standing Offer.

#### **6.3. 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.

##### **6.3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6.3.2 Standing Offer 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 paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with Annex "B". 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 data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

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## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 01 February 2015 to 31 July 2015.

## **6.5. Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Chris Emmons  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence St., 2nd Floor  
Kingston, Ontario  
K7L 1X3

Telephone: 613-545-8083  
Facsimile: 613-545-8067  
E-mail address: chris.emmons@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.

### **6.5.2 Project Authority (To be identified at time of issuance of Standing Offer)**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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.

### **6.5.3 Offeror's Representative (Offeror to complete with offer.)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

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

## **6.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: The Department of National Defence, CFB Kingston, Kingston Ontario.

## **6.7 Call-up Procedures**

The Offeror must acknowledge each order no later than the next working day from receipt of the call-up.

## **6.8 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, "Call-up Against a Standing offer", or electronic document.

## **6.9 Limitation of Call-ups**

The call-up limitation for this requirement is \$10,000.00 (applicable taxes included).

## **6.10 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2029 (2014-09-25), Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_. (insert date of offer)

## **6.11 Certifications**

### **6.11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

## **6.12 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 \_\_\_\_\_.

## **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.

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2029 (2014-09-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

#### **6.2.3 SACC Manual Clauses**

D0014C Delivery of Fresh Chilled or Frozen Products	2007-11-30
B7500C Excess Goods	2006-06-16
D3007C Inspection and Stamping	2007-11-30

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **6.4 Payment**

#### **6.4.1 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".

#### **6.4.2 Limitation of Price**

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

#### **6.4.3 Method of Payment**

SACC Manual clause H1001C (2008-05-12) Multiple Payments

#### **6.4.4 Payment by Credit Card**

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

## **6.5 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.

Each invoice must be supported by:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment:

R & Q SS ( Ration & Quarters Support Services)  
Garrison Kingston // Garnison Kingston  
National Defence // Défense Nationale  
Kingston, Canada K7K 7B4  
[ROBERT.WYLIE@FORCES.gc.ca](mailto:ROBERT.WYLIE@FORCES.gc.ca)  
Telephone // Téléphone ( 613 ) 541-5010 ext 5250  
Facsimile // Télécopieur 613-540-8598  
Government of Canada // Gouvernement du Canada

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. one (1) copy must be forwarded to the consignee.

## **6.6. Insurance**

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

## ANNEX "A" REQUIREMENT

1. **No Substitution** - Items provided under Annex "B" Basis of Payment MUST be the brand name specified.
2. **Brand Name** - All other items offered and supplied under Annex "B" Basis of Payment must be a recognized brand name.
3. **Back Orders:** No back orders will be accepted unless arranged in advance with the Project Authority or authorized designate.
4. **Final Inspection & Product Acceptance / Rejection:** Inspection and acceptance will rest with the Call-up Authority or authorized designate at the delivery destination. All products supplied shall be free of signs of deterioration, spoilage, filth or damage by rodents or insects.

The Call-up Authority or authorized designate will have the right to reject product at the time of delivery and any unacceptable product(s) will be removed immediately by the Contractor. Rejected items discovered after delivery must be picked-up within 1 working day of notification of the rejection.

Rejected product(s) must be replaced within 1 working day of notification.

### 5. Rejections:

High quality products and service as defined in "Canadian General Standards Board Specifications (CGSB) will be required during the period of this Standing Offer. Failure to provide the level of **quality of goods and services as defined herein OR non-compliance with Annex B Pricing Basis, which contains the descriptions of the Grocery** products, on more than three (3) instances over the period of the Standing Offer may result in the following:

First incident: An initial notice of failure to provide the level of service required, quality products or correct product size etc.

Second incident: A second incident will result in a written notification from PWGSC requesting corrective action; and

Third incident: The vendor will be advised that their Standing Offer has been set-aside and no further call-ups will be processed.

6. **Preparation for Delivery:** Each container shall be packed in such a manner that the faced shown surface of all boxes/cartons must be clearly marked to show the grade, size, net weight and/or quantity, storage instructions and/or special instructions of the product contained in the package. All boxes/cartons must be clearly labelled with the Contractor 's name and address.

The Contractor must supply delivery slips for each delivery.

- 6.1 **Pallets:** All goods must be delivered on registered pallets only (ORANGE OR BLUE PALLET ONLY). It is the responsibility of the Contractor to implement a tracking system to insure that the number of outgoing pallets does not exceed the number of pallets delivered by their company. This register must be verified by the Call-up Authority or authorized designate.

The Contractor shall maintain a record of the number of pallets delivered to and returned by each delivery location. A copy of this record shall be provided to the Call-up Authority or authorized designate. Any disagreement with the quantities shown on the summary must be forwarded to the Supplier in writing within thirty (30) days after the last delivery date of the disputed month.

## **7. Delivery Addresses and Location Specific Instructions**

### **7.1 Delivery addresses:**

1. Vimy Kitchen, Bldg. B4;
2. Royal Military College Kitchen, Yeo Hall;
3. Fort Frontenac, Bldg. FF03;
4. 1 CFJSR - Canadian Forces Joint Signal Regiment (see Note #1);
5. Warrant Officer & Sergeant's Mess; and
6. Other CFB Kingston Delivery Points (see Note #1).

**Note #1:** 1 CFJSR is on-site at CFB Kingston but occasionally, personnel travel to Base Petawawa and would therefore require deliveries to be made to them at Base Petawawa. Additional shipping charges may be applicable if goods are required to be shipped to CFB Petawawa.

### **7.2 Delivery Parameters:**

Delivery, for regular requirements, shall be made within **2 WORKING DAYS** from receipt of a call-up.

Deliveries shall occur between 06:00am and 11:30 a.m., Monday to Friday not including statutory holidays.

Emergency delivery on weekends due to operational requirements must be available with no changes to pricing. Emergency delivery would be defined as a national emergency or aid to civil power (i.e ice storm).

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

### **7.3 Other Requirements**

**“NO NAME” BRANDS WILL NOT BE ACCEPTED**

**ORDER RECEIPT ACKNOWLEDGMENT:** The Contractor must acknowledge each order no later than the next working from receipt of the call-up.

**STOCK OUTS/BACK ORDERS/ORDER CHANGES:** The Contractor must notify the Call-up Authority or authorized designate, of any shortages for orders prior to delivery (no later than 1600 hrs). No substitutes will be made without written approval by the Call-up Authority or authorized designate.



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## **ANNEX "B" - BASIS OF PAYMENT**

Pricing under Pricing Basis "A" is firm, all-inclusive Incoterms 2000 "DDP Delivered Duty Paid" unit pricing, in Canadian dollars. Harmonized Sales Tax (HST) is not to be included in the Unit price but will be shown as a separate line item on all invoices.