File No. - N° du dossier CAL-4-37078

# TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	.3
1.1 1.2	INTRODUCTION SUMMARY Debriefings	. 3
1.3 1.4	Key Terms	
PART 2	- OFFEROR INSTRUCTIONS	.4
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	
2.2 2.3.	SUBMISSION OF OFFERS ENQUIRIES - REQUEST FOR STANDING OFFERS	-
2.3. 2.4.	APPLICABLE LAWS	
PART 3	- OFFER PREPARATION INSTRUCTIONS	.5
3.1.	OFFER PREPARATION INSTRUCTIONS	. 5
PART 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	.7
4.1 4.2	EVALUATION PROCEDURES BASIS OF SELECTION	
PART 5	- CERTIFICATIONS	.8
5.1 WITH <sup>-</sup>	CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER AND CERTIFICATIONS REQUIRED	.8
PART 6	- STANDING OFFER AND RESULTING CONTRACT CLAUSES	.9
A. ST	ANDING OFFER	.9
6.1	OFFER	
6.2	SECURITY REQUIREMENTS	
6.4 6.5	TERM OF THE STANDING OFFER	
0.5 6.6	IDENTIFIED USERS	
6.7	CALL-UP INSTRUMENT	
6.8	LIMITATION OF CALL-UPS	
6.9	PRIORITY OF DOCUMENTS	
6.10	CERTIFICATIONS	
6.11	Applicable Laws	12
B. RE	SULTING CONTRACT CLAUSES	12
6.1	REQUIREMENT	
6.2	STANDARD CLAUSES AND CONDITIONS	
6.3	TERM OF CONTRACT	
6.4 6.5	PAYMENT	
6.6	INVOICING INSTRUCTIONS	-
6.7	SACC MANUAL CLAUSES	
ANNEX	"A"	
REQU	JIREMENT	15

File No. - N° du dossier CAL-4-37078

# BASIS OF PAYMENT 19 ANNEX "C" 20 STANDING OFFER USAGE REPORTS 20

# PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six 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; and
- 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 Requirement, the Basis of Payment, and any other annexes

#### 1.2 Summary

*(i)* To establish Regional Individual Standing Offer(s) (RISO) for the supply, delivery and off-loading of Miscellaneous Grocery Products, including Dairy Products, Meats, and Fresh Produce, as required, during the period of the Standing Offer, for the Department of National Defence (DND), Canadian Forces Base (CFB) Suffield, Ralston, Alberta, and Trails End Camp, Cochrane, Alberta. This requirement is divided into the following four (4) food categories and Refresh periods as follows:

- 1) Meat, poultry and fish, (refresh period of 3 months)
- 2) Fresh Fruit and Vegetables, (refresh period of 1 month)
- 3) Miscellaneous Groceries and Frozen Foods, (refresh period of 6 months)
- 4) Dairy, Eggs and Cheese (refresh period of 6 months).

(*ii*) Client Department: The department of National Defence, CFB Suffield, Ralston Alberta, and Trails End Camp, Cochrane, Alberta.

*(iii)*The period of the Standing Offer will be for one year from date of issuance of the Standing Offer. Each category will be divided into refresh periods in accordance with the terms and conditions herein.

File No. - N° du dossier CAL-4-37078

One (1) Standing Offer is to be issued per category as a result of this procurement process. Up to four (4) Standing Offers, in total, could be issued under this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category and the refresh periods are the same, then one (1) Standing Offer will be issued to that supplier for both categories.

It is not mandatory for an Offeror to bid on all four categories.

*(iv)* As per the Integrity Provisions under section 01 of Standard Instructions <u>2006</u> and <u>2007</u>, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section <u>4.21</u> of the Supply Manual for additional information on the Integrity Provisions.

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

# 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.

# 1.4 Key Terms

**Refresh Period** – The Standing Offer holder is able to update the prices of the items listed in their standing offer and the SO supplier does not change.

- Prices that are updated will be subject to review and price support may be required.
- Items in each category will be reviewed individually. If price increase is greater than 10%, price support will be required.

If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

# 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006 (2014-09-25)</u> 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 <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

Buyer ID - Id de l'acheteur Cal127 CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier CAL-4-37078

# 2.1.1 SACC Manual Clauses

B3000T	Equivalent Products	2007-05-25
C0008T	Price Support - Non-competitive Bid	2007-05-25
M0019T	Firm Price and/or Rates	2007-05-25

#### 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 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

## \_\_\_\_\_

# 2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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 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**

## 3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy) and (1 soft copy) on Excel file, by e-mail, to the following address: **WST.CAL-FOOD@pwgsc-tpsgc.gc.ca** 

Section II: Financial Offer (1 hard copy).

Section III: 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 <u>Policy on Green</u> <u>Procurement</u> (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: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## Section II: Financial Offer

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

# Annex B - Basis of Payment (Excel File)

The Offerers will complete the List of products using the Excel file and ensure 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 <u>WST.CAL-FOOD@pwgsc-tpsgc.gc.ca</u>.

## 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.

## Section III: 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.
- (c) The evaluation team will determine first if there are two 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 two 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.

# 4.1.1 Technical Evaluation

**4.1.1.1** Offerors must have the ability to perform the full scope of work as described in Annex "A", Requirement.

- **4.1.1.2** Each category to be evaluated separately.
- **4.1.1.3** For applicable categories in Annex "B", Basis of Payment, offerors must:
  - **4.1.1.3.1** Provide prices for a minimum of eighty percent (80%) of line items listed on the product list. Failure to provide a minimum of 80% pricing, per category, will render the offer non-compliant without further consideration being given.

# 4.1.2 Financial Evaluation

Offerors must submit firm pricing for a minimum of 80% of all line items under a category, listed in Annex "B", Basis of Payment, to be considered for a Standing Offer.

**4.1.2.1** The total overall Offer price per category will be calculated as follows:

- i. Multiplying the unit price for each product by their Total Estimated Monthly Usage; and adding the following
- ii. Fee for deliveries required with less than 24 hours notice given (x 3) (item B); and
- iii. Adding all these values together to determine the total aggregate price of the offer for each category.

CAL-4-37078

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

# 4.2 Basis of Selection

**4.2.1** 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.

**4.2.2** One (1) Standing Offer is to be issued per category and up to four (4) Standing Offers in total could be issued under this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category and the refresh periods are the same, then one (1) Standing Offer will be issued to that supplier for both categories.

# PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 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 and Certifications Required with the Offer

## 5.1.1 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.

## 5.1.1.1 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. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## 5.1.1.2 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) available from Employment and Social Development Canada-Labour's website.

File No. - N° du dossier CAL-4-37078

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.

# 5.1.2 Certifications Required with the Offer

# Offerors must submit the following duly completed certifications with their offer.

# 5.1.2.1 Canadian Content Certification

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 <u>Annex 3.6</u>.(9), Example 2, of the Supply Manual.

**5.1.2.1.1** SACC Manual Clause A3050T (2010-01-11) Canadian Content Definition

# 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 Requirements

**6.2.1** 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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

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

# 6.3.2 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 fifteen (15) calendar days after the end of the reporting period.

# 6.4 Term of the Standing Offer

# 6.4.1 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).

## 6.5 Authorities

## 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Jane Ray Supply Officer Public Works and Government Services Canada Acquisitions Branch Calgary Western Region

Telephone:	403-292-5318
Facsimile:	403-292-5786
Email:	Jane.ray@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.

# 6.5.2 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.

# 6.5.3 Offeror's Representative

(To be completed by Offeror)

General Enquiries:	
--------------------	--

Name:		
Telephone:		
Facsimile:		
E-mail address:		
Delivery Follow-up:		
Name:		
Name:		

# 6.6 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.

# 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 or Call-up against a Standing Offer.

# 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

# 6.8.1 Minimum Individual Call-Up Limit

Individual call-ups against this Standing Offer will total a minimum of \$200.00 (Goods and Services Tax included).

# 6.9 **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.

Solicitation No N° de l'invitation W0142-15X046/A	Amd. No N° de la modif.	Buyer ID - Id de l'acheteur Cal127
Client Ref. No N° de réf. du client $W0142-15X046$	File No N° du dossier CAL-4-37078	CCC No./N° CCC - FMS No./N° VME

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2014-09-25), General Conditions Standing Offers Goods or Services
- d) the general conditions 2010A (2014-11-27), Goods (Medium Complexity);
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (insert date of offer),

# 6.10 Certifications

## 6.10.1 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.

# 6.10.2 SACC Manual Clauses

M3060C Canadian Content Certification 2008-05-12

# 6.11 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.

## 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

<u>2010A</u> (2014-11-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section (13) Interest on Overdue Accounts, of 2010C (2014-11-27) will not apply to payments made by credit cards.

# 6.3 Term of Contract

#### 6.3.1 Delivery Date

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

## 6.3.2 Period of the Contract

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

#### 6.4 Payment

#### 6.4.1 Basis of Payment

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.

# 6.4.2 SACC Manual Clauses

H1000C Single Payment 2008-05-12

## 6.4.3 Payment by Credit Card

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

## 6.5 Invoicing Instructions

**6.5.1** 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

**6.5.2** 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.

#### 6.6 Insurance

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

## 6.7 SACC Manual Clauses

B2005CFish – Quality Stamping2007-05-25B3003CGrades of Meat2007-05-25B7500CExcess Goods2006-06-16C3601CPrice Adjustment - Milk2010-01-11C3602CPrice Adjustment - Butter2008-05-12D0014CDelivery of Fresh Chilled or Frozen Products2007-11-30D0018CDelivery and Unloading2007-11-30D3004CType of Transport2007-11-30D3007CDelivery, Inspection and Acceptance2007-11-30D5211CDiskt of Acaese and Inspection of Mast2007-11-30	
B7500CExcess Goods2006-06-16C3601CPrice Adjustment - Milk2010-01-11C3602CPrice Adjustment - Butter2008-05-12D0014CDelivery of Fresh Chilled or Frozen Products2007-11-30D0018CDelivery and Unloading2007-11-30D3004CType of Transport2007-11-30D3007CDelivery, Inspection and Acceptance2007-11-30	
C3601CPrice Adjustment - Milk2010-01-11C3602CPrice Adjustment - Butter2008-05-12D0014CDelivery of Fresh Chilled or Frozen Products2007-11-30D0018CDelivery and Unloading2007-11-30D3004CType of Transport2007-11-30D3007CDelivery, Inspection and Acceptance2007-11-30	
C3602CPrice Adjustment - Butter2008-05-12D0014CDelivery of Fresh Chilled or Frozen Products2007-11-30D0018CDelivery and Unloading2007-11-30D3004CType of Transport2007-11-30D3007CDelivery, Inspection and Acceptance2007-11-30	
D0014CDelivery of Fresh Chilled or Frozen Products2007-11-30D0018CDelivery and Unloading2007-11-30D3004CType of Transport2007-11-30D3007CDelivery, Inspection and Acceptance2007-11-30	
D0018CDelivery and Unloading2007-11-30D3004CType of Transport2007-11-30D3007CDelivery, Inspection and Acceptance2007-11-30	
D3004CType of Transport2007-11-30D3007CDelivery, Inspection and Acceptance2007-11-30	
D3007C Delivery, Inspection and Acceptance 2007-11-30	
DE211C Dight of Access and Inspection of Mast 2007 11 20	
D5311C Right of Access and Inspection of Meat 2007-11-30	
D5328C Inspection and Acceptance 2007-11-30	

# ANNEX "A"

# REQUIREMENT

To establish Regional Individual Standing Offer(s) (RISO) for the supply, delivery and off-loading of Miscellaneous Grocery Products, including Dairy Products, Meats, and Fresh Produce, as required, during the period of the Standing Offer, for the Department of National Defence (DND), Canadian Forces Base (CFB) Suffield, Ralston, Alberta, and Trails End Camp, Cochrane, Alberta. This requirement is divided into the following four (4) food categories and Refresh periods as follows:

- 1) Meat poultry and fish, (refresh period of 3 months)
- 2) Fresh Fruit and Vegetables, (fresh every 1 month)
- 3) Miscellaneous Groceries and Frozen Foods, (refresh period of 6 month)
- 4) Dairy, Eggs and Cheese (refresh period of 6 months).

The period of the Standing Offer will be for one year from date of issuance of the Standing Offer. Each category will be divided into different refresh periods in accordance with the terms and conditions herein.

**Refresh Period** – The Standing Offer holder is able to update the prices of the items listed in their standing offer and the SO supplier does not change.

- Prices that are updated will be subject to review and price support may be required.
- Items in each category will be reviewed individually. If price increase is greater than 10%, price support will be required. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

One (1) Standing Offer is to be issued per category and up to four (4) Standing Offers, in total, could be issued under this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category and the refresh periods are the same, then one (1) Standing Offer will be issued to that supplier for both categories.

# Upon issuance of the Standing Offer, 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.

Solicitation No N° de l'invitation $W0142-15X046/A$	Amd. No N° de la modif. Buyer ID - ld de l'acheteur Cal127	
Client Ref. No N° de réf. du client $W0142-15X046$	File No N° du dossier CAL-4-37078	CCC No./N° CCC - FMS No./N° VME

5. All faculties 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 (i.e. Milk) must arrive in good order with a best before date of a minimum of 7 days to expiry at time of delivery.

3. All meat products will be properly packaged and will be free of ice crystals, access 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 Project 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 Project 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 to the project authority monthly statements addressing all invoiced products, both credits and debits for the previous month's 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 Project Authority.

3. Substitutions will not be accepted without the prior approval of Project Authority, who is the only approving authority for substitutions and call-up amendments.

CAL-4-37078

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 (i.e. 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 Project 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 Project Authority instructs otherwise.

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

File No. - N° du dossier CAL-4-37078

# 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 ordered with less than 24 hours notice given.

Pricing must be provided for a minimum of eighty percent (80%) of line items listed on the product list for each category listed in Annex B - Basis of Payment. Offerors are not required to provide pricing for all four (4) categories for their offer to be deemed responsive.

Pricing is to remain valid from date of issuance of Standing Offer for a period of:

- 1) Three (3) months for Meat poultry and fish,
- 2) One (1) month for Fresh Fruit and Vegetables,
- 3) Six (6) months for Miscellaneous Groceries and Frozen Foods,
- 4) Six (6) months for Dairy, Eggs and Cheese

This period is in addition to the bid validity period identified under Part 2, article 2.1, Standard Instructions, Clauses and Conditions. Refreshing of pricing will then be permitted to the Standing Offer Holder(s) as per the categories listed herein in Annex "B" above.

The estimated usage provided in Excel Spreadsheet is for evaluation purposes only and do not form part of any resulting Standing Offer.

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

(See Attached Excel Spreadsheet for Basis of Payment)

File No. - N° du dossier CAL-4-37078

Buyer ID - Id de l'acheteur Cal127 CCC No./N° CCC - FMS No./N° VME

# ANNEX "C"

# 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;
- ( ) 1st quarter: April 1 to June 30;
  ( ) 3rd quarter: October 1 to December 31;
- () 2nd quarter: July 1 to September 30;

() 4th quarter: January 1 to March 31.

SUPPLIER: STANDING OFFER NO: DEPARTMENT OR AGENCY:

W0142-15X046 Department of National Defence

ltem 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:	I
(B) Accu	mulated Call-Up totals to date:	
(A+B) Tc	tal Accumulated Call-Ups:	

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

PREPARED BY: \_\_\_\_\_

<u>SIGNATURE:</u>

DATE: