

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**Request For a Standing Offer**  
**Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Food - Miscellaneous Groceries, Den	
<b>Solicitation No. - N° de l'invitation</b> EW479-160170/A	<b>Date</b> 2015-07-16
<b>Client Reference No. - N° de référence du client</b> EW479-160170	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-099-10492
<b>File No. - N° de dossier</b> EDM-5-38056 (099)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-08-17</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Leslie, Sandra	<b>Buyer Id - Id de l'acheteur</b> edm099
<b>Telephone No. - N° de téléphone</b> (780)616-2057 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE NORTH, 5TH FLOOR 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Buyer ID - Id de l'acheteur

edm099

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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 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include:

- Annex A - Statement of Requirement
- Annex B - Basis of Payment
- Annex C - Standing Offer usage report.

### **1.2 Summary**

This requirement is to establish various Regional Individual Standing Offers (RISO) for the supply, delivery and offloading of Miscellaneous Groceries, Dairy Products, Fresh Bread, Meats and Fresh Produce to the Department of National Defence, CFB Wainwright located at Denwood, Alberta on an "as required" basis during a period of one year.

The one year period is estimated from Sept 1, 2015 to August 31, 2016 inclusive. Each category will be divided into different refresh periods in accordance with the terms and conditions set out herein.

The requirement is divided into the following five (5) categories and their refresh periods are as follows:

- 1) Miscellaneous Grocery – refresh period of 6 months;
- 2) Dairy Products – refresh period of 6 months;
- 3) Fresh Bread – refresh period of 12 months;

- 4) Meats – refresh period of 3 months;
- 5) Fresh Produce – refresh every 1 month.

**Refresh Period** – The Standing Offer holder is able to update the prices of the items listed in their standing offer. 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 as a result of this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category, only one Standing Offer will be issued to this supplier for those categories if the periods are the same.

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 Agreement on Internal Trade (AIT).

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.

## 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) (<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](#) (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: (sixty) 60 days  
Insert: (ninety) 90 days

#### 2.1.1 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products  
C0008T (2007-05-25) Price Support – Non-Competitive Bid (for refresh only)

M0019T (2007-05-25) Firm Price and/or Rates

## 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 (electronic file) should be sent, by e-mail, to the following address:

[PWGSC.WRedmfood-ORedmalimination.TPSGC@pwgsc-tpsgc.gc.ca](mailto:PWGSC.WRedmfood-ORedmalimination.TPSGC@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 five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 (one hard copy)

**Section II:** Financial Offer (**one hard copy** and **one soft copy** in an MS Excel compatible file format, file can be sent by e-mail to the following address:  
[WST.PA-EDM@pwgsc-tpsgc.gc.ca](mailto:WST.PA-EDM@pwgsc-tpsgc.gc.ca)

**Section III:** Certifications (one hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **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.

[WST.PA-EDM@pwgsc-tpsgc.gc.ca](mailto:WST.PA-EDM@pwgsc-tpsgc.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.

#### **Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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## 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 will be evaluated separately per period.
- 4.1.1.3 For applicable categories in Annex B - Working Documents - Basis of Payment, offerors must:
  - 4.1.1.3.1 Provide prices for eighty percent (80%) of line items listed on the product list; and
  - 4.1.1.3.2 Include details in the Offered Format column for the items being offered. If the column is left blank, the Requested Format will be used.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price

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

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise taxes included. Additional surcharges will not be acceptable. The estimated values identified under Annex B are for evaluation purposes only.

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

- (a) Each unit price will be multiplied by the applicable quantity to obtain an extended total line item price;
- (b) In the event that an Offeror does not provide a price for all line items, or provides a price for a substituted line item not duly incorporated in an amendment, or should a change made to a line item render the evaluation of like items impossible, PWGSC will, for assessment purposes only, eliminate impacted line items from the evaluation process. Impacted line items must not exceed the percentage of allowable omissions

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as per 4.1.1.3 above. Should the number of impacted line items exceed the allowable omissions, the offer will be considered non-compliant and no further consideration will be given;

(c) If applicable and within the allowable number of omissions as per Technical Evaluation, 4.1.1.3 above, impacted line items as described in Financial Evaluation 4.1.2 (b) above, will be clarified and rectified as follows:

- i. Line items containing unit price errors will not form part of the Standing Offer unless honoured by the Offeror. If not honoured and there is a provision for multiple Standing Offers, the next lowest Standing Offer would retain the line item; and

(d) The extended total line item prices will be added together to reach an evaluated total Offer price for that category.

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection**

*SACC Manual* Clause M0069T (2007-05-25), Basis of Selection

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

One (1) Standing Offer is to be issued per category as a result of this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category, only one Standing Offer will be issued to this supplier for those categories if the periods are the same.

## **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 Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form \(http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### 5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

### 5.2.2 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.

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.

### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Canadian Content Certification

Canadian Content Certification

5.1.2.1.1 *SACC Manual* clause A3050T (2014-11-27) Canadian Content Definition

This procurement is 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 goods(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6(9), Example 2, of the Supply Manual.

## **PART 6 - 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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 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 "C". 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 ten (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 date of Standing Offer Award to August 31, 2016.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sandra Leslie  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: ATB Place, North Tower  
5<sup>th</sup> Floor – 10025 Jasper Avenue  
Edmonton, AB T5J 1S6  
  
Telephone: 780- 616-2057  
Facsimile: 780- 497- 3510  
E-mail address: Sandra.leslie2@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: (will be inserted at contract award)

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 (To be completed by Offeror)

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

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

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, CFB Wainwright located at Denwood, Alberta

## 6.7 Call-up Instrument

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

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes 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.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2015-07-03), General Conditions – Goods (Medium Complexity)
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Report;
- h) 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 (2008-05-12) Canadian Content Certification

## 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 Statement of 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**

2010A (2015-07-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2015-07-03) General Conditions – Goods (Medium Complexity) 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. DND will provide a minimum of 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.

### **6.4 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. 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 Single Payment**

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

#### **6.4.3 SACC Manual Clauses**

C5201C (2008-05-12) Prepaid transportation Costs (if applicable)  
M3000C (2006-08-15) Price Lists

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

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

Solicitation No. - N° de l'invitation  
EW479-160170/A  
Client Ref. No. - N° de réf. du client  
EW479-160170

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-5-38056

Buyer ID - Id de l'acheteur  
EDM099  
CCC No./N° CCC - FMS No./N° VME

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## 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) a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.6 Insurance

SACC Manual clause [G1005C](#) (2008-05-12) Insurance

## 6.7 SACC Manual Clauses

A9068C (2010-01-11) Government Site Regulations  
B2005C (2007-05-25) Fish – Quality Stamping  
B3003C (2007-05-25) Grades of Meat  
B7500C (2006-06-16) Excess Goods  
C3601C (2010-01-11) Price Adjustment – Milk  
C3602C (2008-05-12) Price Adjustment – Butter  
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D0018C (2007-11-30) Delivery and Unloading  
D3004C (2007-11-30) Type of Transport  
D3007C (2007-11-30) Inspection and Stamping  
D5311C (2007-11-30) Right of Access and Inspection of Meat  
D5328C (2014-06-26) Inspection and Acceptance

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## ANNEX "A"

### STATEMENT OF REQUIREMENT

#### REQUIREMENT

Regional Individual Standing Offer (RISO) for the supply, delivery and off-loading of Miscellaneous Groceries, Dairy Products, Fresh Bread, Meats and Fresh Produce to the Department of National Defence (DND), CFB Wainwright located at Denwood, Alberta on an "as required" basis during a period of one year.

The one year period is estimated from Sept 1, 2015 to August 31, 2016 inclusive. Each category will be divided into different refresh periods in accordance with the terms and conditions set out herein.

The requirement is divided into the following five (5) categories and their refresh periods are:

- 1) Miscellaneous Grocery – refresh period of 6 months;
- 2) Dairy Products – refresh period of 6 months;
- 3) Fresh Bread – refresh period of 12 months;
- 4) Meats – refresh period of 3 months;
- 5) Fresh Produce – refresh every 1 month.

**Refresh Period** – The Standing Offer holder is able to update the prices of the items listed in their standing offer.

- 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.

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.

#### Call-up and Order Confirmation, Substitutions

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 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. Potential shortfalls of any requested items must be immediately brought to the attention of the designated Food Services representative.
3. DND reserves the right to amend a call-up, up to 24 hours before the delivery is required.
4. Substitutions will not be accepted without the prior approval of Technical Authority or the Food Services Representative who is the only approving authority for substitutions and callup amendments. 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. Any products not meeting quality standards will be returned (opened or unopened). Delivery costs to replace all rejected and shorted items will be at the Offeror's expense.
2. 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.

### Quality Standard Requirements:

1. All products must adhere to the following Acts and their regulations:
  - i. Agriculture & Agri-Foods Administrative Monetary Penalty Act
  - ii. Canada Agriculture Products Act
  - iii. Canadian Food Agency Inspection Act
  - iv. Consumer Packaging and Labelling Act (as it relates to food)
  - v. Food and Drug Act (as it relates to food)
2. All products offered must be in accordance with the Canadian General Standards Board (CGSB) Standards current editions, including, however not limited to:
  - i. Concentrated Fruit Juice - 32.254M;
  - ii. Dairy Products - 32.161M, 32.165M and 32.172M;
  - iii. Dry grocery items: A partial list of CGSB Standards for grocery items is attached as Attachment No. 1 to Annex "A".
  - iv. Frozen Fruit and Vegetables: 32-254-M
  - v. Products: 32.18M, 32-46M, 32.50M, 32-61M, 32-63M, 32-65M, 32-69M, 32-71M, 32-183M, and 32-188M.
3. The Canadian General Standards Board Specifications, most current edition, will be used as a reference for quality control.
4. All food item products must be processed in a federally inspected plant and the Contractor's preparation facility must meet the CFIA standards.
5. All facilities entrusted in the storage and dissemination of foods must be Hazard Analysis and Critical Control Point (HACCP) certified.
6. DND reserves the right to inspect the Contractor's facility during the Standing Offer period for the purpose of quality assurance and to ensure the facility meets the standards expected of a CFIA approved supplier.

### Quality Assurance:

1. "Generic" or "No Name" products will not be accepted unless approved prior to shipping. Where a National Brand Name has been specified, Offeror will provide the product and pack size as requested unless a substitute has been approved prior to shipping.
2. "Canada Choice" is the minimum acceptable grade for products falling under the grading guideline.
3. 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.

4. 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.

5. **Meat:**

a) All meat products will be properly packaged and will be free of ice crystals, excess frost on packages and water staining on boxes.

b) All beef steaks/roasts/individual portions beef must be AA or higher.

c) All beef (bone in or boneless) must be aged for a minimum of fourteen (14) days prior to being frozen.

d) Ground Beef – Fat Content Certification Requirements

The following certification is required with each shipment of ground beef signed by the authorized representative of supplier. "Certified that fat content of this shipment, supplied in accordance with the Standing Offer Agreement, had been analyzed and does not exceed 19% fat."

b) All poultry must be at least Grade A.

6. **Dairy Products**

a) Poly bags must be free from contamination

b) All ice cream products must arrive at the destination hard frozen

7. **Fruit and Vegetables – Fresh**

a) All fresh fruit and vegetables must meet the delivery conditions and requirements as per CGSB 32.250M current issue. Fruit and vegetables must comply with the grade requirements and other provisions prescribed in the Canadian Agricultural Products Act and the fresh Fruit and Vegetable Regulations. The fruit and vegetables must be of one variety or of similar variety characteristics as established for the grade concerned in the Fresh Fruit and Vegetable Regulations. The fruit and vegetables must be clean, sound, free of mould, fresh and without evidence of moisture loss (wilted or shrivelled or soft), moisture or freezing damage or sunburn. The fruit and vegetables must be practically free from foreign matter, decolouration, or damage caused by insects, worms, disease, decay, over maturity, hail, mechanical or other means. The fruit and vegetables must be delivered and packaged so that they will arrive at the destination in good condition and at the user's specified state of maturity. No produce are to be iced except for broccoli, parsley and green onions.

8. **Fruit and Vegetables – Frozen**

a) In addition to the meeting the requirements of CGSB 32.250M Standard, current issue, and frozen fruit must comply with the relevant portions of the Food and Drugs Act and Regulations, the Canada Agriculture Products Standards Act and Processed Fruit and Vegetables Regulations.

9. Final inspection and acceptance of the food product will rest solely with the Technical Authority or his or her representatives at the point of delivery. All products supplied must be

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free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The Technical Authority or his or her representative will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

10. 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.
11. 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.

### **Type of Transport**

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

### **Deliveries:**

Deliveries are to be made directly to a specified location within the geographical boundaries of the Department of National Defence, Food Services Complex, Bldg 614, Wainwright - Denwood, Alberta between the hours of 0730 hrs and 1000 hrs.

Primary delivery days will be Monday through Friday. Due to operational requirement, deliveries may, on occasion be required on Saturdays. Arrangements for these deliveries will be mutually agreed upon by the Offeror and the designated Food Services representative.

The Offeror will bear all risks of loss or damage to the goods until such time as the goods have been inspected and accepted by the Food Services Representative.

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**ATTACHMENT NO. 1 TO ANNEX A**

**PARTIAL LIST - CANADIAN GOVERNMENT STANDARDS BOARD SPECIFICATIONS**

**Products to comply with CGSB:**

1. Specification - 32.1 - Bread, White Enriched White and Whole Wheat
2. Specification - 32.2 - Bread, Fruit and Raisins
3. Specification - 32.3 - Rye Bread
4. Specification - 32.4 - Breads Rolls
5. Specification - 32.5 - Wheat Flour
6. Specification - 32.6 - Flours, Specialty
7. Specification - 32.9 - Cake Mixes, Prepared, Complete
8. Specification - 32.11 - Pancake and Waffle Mixes
9. Specification - 32.13 - Cereals, Breakfast, Prepared, Ready-to-eat.
10. Specification - 32.14 - Cereal, Rolled Oats
11. Specification - 32.15 - Cereal, Wheat, Uncooked
12. Specification - 32.16 - Pasta Products, Macaroni, Spaghettini, Spaghetti, Vermicelli,  
Lasagna, Noodles
13. Specification - 32.17 - Rice, Brown, Milled, Parboiled or Precooked
14. Specification - 32.75 - Shortening
15. Specification - 32.76 - Vegetable Oil
16. Specification - 32.77 - Lard
17. Specification - 32.78 - Margarine
18. Specification - 32.110 - Coffee, Roasted and Ground
19. Specification - 32.113 - Coffee, Instant
20. Specification - 32.143 - Canned Fish
21. Specification - 32.166 - Milk, Condensed or Evaporated
22. Specification - 32.168 - Milk, Powder
23. Specification - 32.172 - Cheese, and Cheese Products
24. Specification - 32.184 - Eggs, Shell
25. Specification - 32.208 - Maple-Flavoured Syrup
26. Specification - 32.211 - Molasses
27. Specification - 32.212 - Chocolate
28. Specification - 32.234 - Canned Pie Fillings
29. Specification - 32.236 - Jams, Jellies, Marmalades and Cranberry Sauce
30. Specification - 32.237 - Peanut Butter
31. Specification - 32.250 - Fruits and Vegetables, Fresh
32. Specification - 32.252 - Vegetables, Dehydrated

Solicitation No. - N° de l'invitation  
EW479-160170/A  
Client Ref. No. - N° de réf. du client  
EW479-160170

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-5-38056

Buyer ID - Id de l'acheteur  
EDM099  
CCC No./N° CCC - FMS No./N° VME

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33. Specification - 32.253 - Canned Fruits or Vegetables and Canned or Refrigerated

Juices

34. Specification - 32.254 - Fruit, Vegetables and Juices, Frozen

35. Specification - 32.258 - Tomato Catsup

36. Specification - 32.262 - Peas and Beans, Dried

37. Specification - 32.276 - Dried Fruit

38. Specification - 32.281 - Dehydrated Soup Mixes, Instant and Simmer

39. Specification - 32.283 - Beverage Powders, Fruit-Flavoured

Note: Canadian General Standards Board (CGSB) Standards are available from:

CGSB  
Canadian General Standards Board  
Gatineau, Canada  
K1A 1G6

Telephone: 819-956-0425 or 1-800-665-2472  
Facsimile: 819-956-5740

A complete collection of The Canadian General Standards Board standards and specifications is also available for viewing at Depository Libraries. For information on Depository Libraries in the Offeror's area, contact the Canadian General Standards Board Sales Unit.

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## ANNEX "B"

### BASIS OF PAYMENT

**Please see attached Excel file - entitled - Annex B, Working Documents - Basis of Payment**, which includes the following:

- | Working Document Information
- | Schedule of Closing Dates
- | Product Lists for each category:
  - Miscellaneous Groceries
  - Dairy Products
  - Fresh Bread
  - Meats
  - Fresh Produce

Entire Period of Standing Offer: From September 1, 2015 to August 31, 2016 (estimated for a one year period)

Firm prices will be in Canadian dollars, Applicable Taxes excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise taxes included. Additional surcharges will not be acceptable.

G.S.T. / H.S.T and ecology / deposits will be shown as a separate line item on any resulting invoices.

Offeror's may submit an offer on the product list(s) included in Annex B - Working Documents - Basis of Payment, however Offerors must provide prices for eighty percent (80%) of line items listed on the product list.

The estimated usage provided in the Excel File, entitled Annex B - Working Documents - Basis of Payment, is for the sole purpose of establishing an evaluation tool, based only on a best estimate, and in no way reflects the actual usage expected or any commitment on the part of Canada.

Pricing is to remain valid for the period of Standing Offer. This period is in addition to the bid validity period identified under Part 2, Article 1, Standard Instructions, Clauses and Conditions.

Refreshing of pricing will then be permitted to the Standing Offer Holder(s) as per the schedule outlined under the **Schedule of Closing Dates** listed in the attached Excel file, **Annex B, Working Documents - Basis of Payment**.

Each Period has the same product list and estimated quantities. Offeror's are to submit their offers and refresh offers using the respective category worksheet in the Excel file and input the correct Period Number for which they are offering.

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

(See Attached Excel Spreadsheet for Basis of Payment)

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 EW479-160170

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 EDM-5-38056

Buyer ID - Id de l'acheteur  
 EDM099  
 CCC No./N° CCC - FMS No./N° VME

**ANNEX "C"**

**STANDING OFFER USAGE REPORT**

**Quarterly Usage Report Schedule:**

<b>Period:</b>	<b>Report Due:</b>
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

<b>Supplier Name</b>	<b>Standing Offer Name</b>
<b>Standing Offer Number</b>	<b>Reporting Period</b>
<b>Standing Offer Authority</b>	Sandra Leslie

<b>Call-up Number</b>	<b>Dollar Value (Taxes included)</b>
<b>(A) Total Dollar Value Call-ups for this reporting period:</b>	
<b>(B) Accumulated Call-up totals to date:</b>	
<b>(A+B) Total Accumulated Call-ups</b>	

**NIL REPORT:** During the above reporting period there have been no call-ups issued against this Standing Offer ( )

<b>PREPARED BY:</b>	
<b>NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

Send Report to: [WST.PA-EDM@pwgsc-tpsgc.gc.ca](mailto:WST.PA-EDM@pwgsc-tpsgc.gc.ca) or Fax to: (780) 497-3510