

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**PWGSC/TPSGC Acquisitions**  
**1045 Main Street**  
**1st Floor, Lobby C**  
**Unit 108**  
**Moncton, NB E1C 1H1**  
**Bid Fax: (506) 851-6759**

## 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**  
NB / PEI Division - Moncton Acquisitions Office  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB E1C 1H1

<b>Title - Sujet</b> RISO - Coffee	
<b>Solicitation No. - N° de l'invitation</b> W0105-16F008/A	<b>Date</b> 2015-11-06
<b>Client Reference No. - N° de référence du client</b> W0105-16F008	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MCT-015-5087
<b>File No. - N° de dossier</b> MCT-5-38065 (015)	<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 2015-11-24</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Drisdelle, Charlotte J.	<b>Buyer Id - Id de l'acheteur</b> mct015
<b>Telephone No. - N° de téléphone</b> (506)851-6948 ( )	<b>FAX No. - N° de FAX</b> (506)851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Kitchen H33 at 5 CDSB Gagetown PO BOX 17000 OROMCTO New Brunswick E2V4J5 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>	
Raison sociale et adresse du fournisseur/de l'entrepreneur	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**RETURN BIDS TO:**

**Public Works and Government Services Canada  
Acquisitions  
1045 Main Street  
1st Floor, Lobby C  
Unit 108  
Moncton, NB  
E1C 1H1**

**or by**

**Bid Fax: (506)-851-6759**

Due to the nature of the Request for Standing Offers, transmission of offers by electronic mail (email) to PWGSC will not be accepted.

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**Annex A – Requirement**

**Annex B – Basis of Payment**

**Annex C – Complete List of Each Individual Who Are Currently Directors and/or Owners of the Offeror**

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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:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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:

Annex A - Requirement  
Annex B - Basis of Payment  
Annex C - Complete List of Each Individual Who Are Currently Directors and/or Owners of the Offeror

### 1.2 Summary

**1.2.1** Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Coffee Products** to Department of National Defence, 3 ASG Food Services at the 5th Canadian Division Support Base Gagetown located in Oromocto, New Brunswick on an as and when requested basis for the period from **01 December 2015 to 30 November 2016** inclusive.

**1.2.2** *"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: 60 days  
Insert: 120 days

#### 2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
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.

Due to the nature of the Request for Standing Offers, transmission of offers by email to PWGSC will not be accepted.

## 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 **New Brunswick**.

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 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.

### 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.

### Prices – Items

Offeror **must submit firm prices for all items listed at Annex B.**



#### 4.1.1 Financial Evaluation

#### 4.1.2 SACC Manual Clauses

SACC Reference	Section	Date
M0220T	Evaluation of Price	2013/04/25

#### 4.2 Basis of Selection

##### 4.2.1 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.

*(Derived from - Provenant de: M0069T, 2007/05/25)*

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional 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 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 will render the offer non-responsive, 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](#), 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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**

##### **5.2.3.1.1 SACC Manual clause [A3050T](#) (2014/11/27) Canadian Content Definition**

#### 5.2.3.1.2 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 Annex 3.6.(9), Example 2, of the Supply Manual.

*(Derived from - Provenant de: A3063T, 2014/11/27)*

### 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 (2015/09/03)** General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

### **6.3.2 Standing Offers Reporting**

#### **Periodic Usage Reports - Standing Offer**

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 below. 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 for the standing offer period to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

### **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 December 2015 to 30 November 2016**.

### **6.5. Authorities**

#### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

**Charlotte Drisdelle**

Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch and Compensation Services  
1045 Main Street, 3rd Floor  
Moncton, New Brunswick  
E1C 1H1

**Telephone: 506-851-6948**

**Facsimile: 506-851-6759**

**E-mail address: [charlotte.drisdelle@pwgsc-tpsgc.gc.ca](mailto:charlotte.drisdelle@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.

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Buyer ID - Id de l'acheteur  
MCT015  
CCC No./N° CCC - FMS No./N° VME

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### 6.5.2 Project Authority

The Project Authority for the Standing Offer is:

***Details will be provided in any resulting contract***

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 please complete)

#### Placing Orders:

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

#### Delivery follow-up:

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

#### General Enquiries:

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

### 6.6 Identified Users

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

**Department of National Defence  
3 ASG Food Services Kitchen H33  
5th Canadian Division Support Base Gagetown  
PO Box 17000, Station Forces  
Oromocto, New Brunswick  
E2V 4J5**

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## 6.7 Call-up Procedures

As indicated in Annex A

## 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, etc* or an electronic version.

## 6.9 Limitation of Call-ups

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

## 6.10 Financial Limitation

### Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$90,000.00** (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

(Derived from - Provenant de: M4506C, 2013/04/25)

## 6.11 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 (2015/09/03)**, General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A (2015/09/03)**, General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Complete List of Each Individual Who Are Currently Directors and/or Owners of the Offeror;
- h) the Offeror's offer dated \_\_\_\_\_

## 6.12 Certifications

### 6.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional 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.

### 6.12.2 SACC Manual Clauses

SACC Reference	Section	Date
M3060C	Canadian Content Certification	2008/05/12

## 6.13 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 **New Brunswick**.

## 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

**2010A (2015/09/03)**, General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

**Section 16** Interest on Overdue Accounts, of **2010A (2015/09/03)**, General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

## **6.2.2 SACC Manual Clauses**

### **6.2.2.1 Delivery of Fresh Chilled or Frozen Products**

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18o C or lower, and fresh chilled products between 4o C and 1o C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

*(Derived from - Provenant de: D0014C, 30/11/07)*

#### **6.2.2.2 Delivery and Unloading**

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

*(Derived from - Provenant de: D0018C, 30/11/07)*

#### **6.2.2.3 Type of Transport**

Delivery must be made in refrigerated transport. The acceptable temperature range is from 1.5° C to 4° C or (35° F to 40° F).

*(Derived from - Provenant de: D3004C, 30/11/07)*

## **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

#### Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

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. 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.

*(Derived from - Provenant de: C0207C, 2013/04/25)*

### 6.4.2 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

### 6.4.3 Payment by Credit Card

The following credit card is accepted: \_\_\_\_\_.

**OR**

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

## 6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and Annex A. Invoices cannot be submitted until all work identified in the invoice is completed.

one (1) copy must be forwarded to the consignee.

*(Derived from - Provenant de: H5001C, 2008/12/12)*

Solicitation No. - N° de l'invitation  
W0105-16F008/A  
Client Ref. No. - N° de réf. du client  
W0105-16F008

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

Buyer ID - Id de l'acheteur  
MCT015  
CCC No./N° CCC - FMS No./N° VME

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## 6.6 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

## 6.7 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Delivered Duty Paid (DDP) **5 CDSB Gagetown, Oromocto, New Brunswick** Incoterms 2000 for shipments from a commercial contractor.

*(Derived from - Provenant de: D4001C, 2008/12/12)*

***“REQUIREMENT”***

**COFFEE**

***5<sup>th</sup> Canadian Division Support Base Gagetown***

**3 AREA SUPPORT GROUP**

**STATIC FEEDING REQUIREMENTS**

**01 December 2015 to 30 November 2016**

### **COFFEE SUPPLY AND DELIVERY TO CAMP GAGETOWN TRAINING AREA**

#### **REQUIREMENT**

To supply and deliver **“COFFEE PRODUCTS”** to specified locations at 5 CDSB Gagetown Training Area.

The offeror **MUST provide a price for EACH item and be able to supply 100% of the items** on the attached «Foodlist» in Annex “B”.

The offeror **must ensure 100% compliance** to this Annex “A” and the attached «List of Products» at Annex “B”. Any deviations from the «List of Products» **MUST** be approved by the Standing Offer Authority at Public Works and Government Services Canada, in writing, **PRIOR to bid closing**.

#### **SCOPE OF SERVICES**

To provide food commodities at specified times to meet the particulars of the requirement.

The requirement will take the form of a standing offer for all food provisions encompassing the following commodities: **Coffee**

#### **EQUIPMENT**

The supplier agrees to ensure that the consignee is supplied with state of the art equipment for a Liquid Coffee Dispensing Machine for the field meal department at Kitchen H33. All costs for rental, installation and maintenance rest solely with the supplier. The Consignee agrees to provide plumbing for water, sewer and electrical connections as specified by the distributor to a point no further than seven (7) feet at his cost.

#### **MONTHLY MAINTENANCE**

The supplier agrees to perform monthly maintenance on the supplied dispensing machine. All costs related to maintain the supplier's equipment rest solely with the supplier. The supplier agrees to respond within a 24-hour period in the case of mechanical breakdowns. The supplier further agrees to supply a maintenance log for all work performed if asked to do so.

#### **PRICING**

**All shipping charges must be included in the quoted prices.** If the consignee requests an item, which is not, specified herein, your price is to be in accordance with the lowest prices charged to your most favored customer for like quality and quantity of product on the date of delivery. You hereby certify that the prices charged under this method of supply will be computed in accordance with the same accounting principles applicable to the prices shown herein.

#### **CALL-UP PROCEDURES**

All orders may be placed in writing or by telephone. Supplier **MUST** be able to receive all orders by facsimile, email and telephone.

#### **ORDER CONFIRMATION OF AVAILABILITY**

Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative, ***at time of ordering or within 2 hours maximum***; who in turn is the only approving authority for substitutions.

#### **REJECTS AND SHORTFALLS**

The supplier agrees, upon notification of rejects or shortage of products, to replace any and all shorted item within 24 hours, ***“delivery costs occurred to replace all rejected items or shortfalls rest fully at the contractor’s expense”***.

#### **DISCREPANCIES AND SUBSTITUTIONS**

Substitutions will not be accepted without the approval of the requesting Food Services representative.

It is a condition that no pack or case size, product type or brand be changed after award of the standing offer UNLESS the change is by the manufacturer or if the product is discontinued. You will therefore have to notify the Standing Offer Authority at PWGSC of the change. Changes will only take effect when the Standing Offer Authority has accepted the change, with DND's approval.

If a product becomes temporarily unavailable for a short period of time DUE to Manufacturing Problems only, you are to supply a product of equal value (if available) ONLY if acceptable by the Food Services Representative. You will be required to provide the reason(s) for the temporary unavailability of the product and you will be responsible to notify the representative as soon as the original product brand is made available again.

**The supplier MUST advise** the Standing Offer Authority **and** DND's representative named below of any changes to Product Codes or other related issues arising concerning this requirement.

***The following person will be responsible to relay the information to all kitchens' personnel.***

***This representative will be identified in the standing offer.***

#### **FOOD DELIVERIES**

Deliveries must to be made direct to a specified location, and must be between the hours of **0700 hr and 1100 hr**, Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. The supplier shall bear all risks of loss or damage to the goods until such time as they have been placed at the disposal of requesting unit.

**DELIVERY SERVICE LEVELS**

All orders will be placed a minimum of **four (4) days** prior to the expected day of delivery.

DND personnel will be able to make **MINOR** amendments to the original order up until **1400 hr**, from Monday to Friday.

Deliveries **MUST** be provided as and when requested.

Deliveries are to be made direct to a specified location as advised.

All products must be delivered in its original box or case.

Any damaged, stressed, opened, or repackaged products will not be accepted and will be returned to the supplier at the supplier's expense.

If products must be returned due to non-compliance, **COST** to return these products will be the responsibility of the supplier.

The supplier shall bear all risks of loss or damage to the goods until such time as they have been delivered to the requesting kitchen.

It is recommended that delivery personnel should be covered by Worker's Compensation (WSIB) or similar program.

If the supplier, which is awarded the standing offer, chooses to contract out the Transportation Part of the standing offer, the supplier will be responsible for the Performance of that contractor.

**REQUIREMENTS PERTAINING TO INVOICING**

A bill of lading and a computerized purchase invoice in (3) copies "**One original and two copies**" must be provided to the consignee at the time of each delivery, "**Hand written invoices will not accepted**" The consignee's delivery representative will verify with the supplier's representative that all items shipped have been received using the bill of lading provided by the supplier.

The supplier must only charge for the items delivered and accepted. The supplier 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 contractor agrees to provide the consignee with a detailed credit receipt within (7) working days from delivery for all items that the consignee and contractor agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier provides the Consignee with approved credit receipt. The contractor must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

**Invoices must contain the following information:**

Attn:

***Name of Requesting Kitchen  
Kitchens Complete Mailing address  
Invoice control number  
Delivery Date***

**INVOICE PAYMENT**

The consignee will forward invoices to the requesting Comptroller for payment within 30 days of the coffee/juice order delivery and receipt of all credit receipts. If payment is not received within a forty-five day period the supplier shall communicate this information as soon as possible to the receiving Units Comptroller.

**TYPE OF TRANSPORT**

Delivery of chilled and/or frozen food commodities **MUST** always be made in climate controlled transport unless the consignee instructs otherwise.

The vehicles utilized for the transportation of coffee products must be considered as an extension of the company premises. As such, it is important that the environment it presents does not put at risk the integrity of the coffee products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.

The construction, maintenance, sanitation standards in addition to the handling practices must equate as closely, as is reasonably possible, to the standards required of a well-operated Canadian commercial grocer.

**PALLETISING**

All food items **MUST** be shipped to the specified delivery point on shrunk or stretch wrapped pallets not higher than 180 CM in height.

Orders **MUST** be separated by individual units/kitchens and clearly identified with the name of the requesting unit/kitchen on at least (2) sides.

**Food items MUST be palletized in segregated commodities (if applicable) of:**

Chilled  
Frozen  
Dry Goods.

Food items **MUST** be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet.

Pallets **MUST** to be loaded in such a way as to allow easy access for offloading with pallet jacks.

The supplier is responsible for the offloading of all food items onto the receiving dock.

**QUALITY ASSURANCE**

The «**DND Food Quality Specifications**» will be used as reference for quality control. These specifications can be found on the **Government Electronic Tendering Service (GETS)** by searching with the following solicitation number.

**Coffee and Tea / Café et Thé - E6TOR-13RM13**

All products must be of recent production and have the latest production date available, 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.

Final inspection and acceptance of the coffee/juice products will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

DND representatives may perform quality assurance inspections at the supplier facilities as required.

**Vendor's Performance:**

**The vendor's performance will be monitored by the Food Services Representative or his designated representative.**

«Performance Factors» will include, but NOT limited to:

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to **immediately** COMMUNICATE unavailability of products ordered at time of ordering (or within **2 hours maximum**);
- c. Ability to provide products as per sizes requested at quoted prices;
- d. Ability to deliver within required time frame **AND** the necessary location required at the site;
- e. Ability to provide required quality service and products at all time;

If at any time the performance is NOT satisfactory, documentation will be forwarded to Public Works and Government Services Canada.



High quality product and service as defined in the **«DND Food Quality Specifications»** 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” - the «Foodlist»** more than six (6) times over the period of the standing offer will result in the following:

1. Initial notice of failure to provide the level of service required, quality products or correct product size etc....
2. A second, third & fourth incident will result in a written notification requesting corrective action; and
3. For a fifth incident, the vendor will be advised that their standing offer has been set-aside and no further call-ups will be processed.

**PLEASE SIGN BELOW AS CONFIRMATION THAT YOU AGREE TO ADHERE TO THE ABOVE MENTIONED MANDATORY REQUIREMENTS IN THIS ANNEX “A”**

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(Signature of Authorized Representative)

**PRICING SHEET / FEUILLE DE PRIX**

File No / No. de dossier: **W0105-16F008/A** Annex "B" - Annexe B

Title / Titre: Coffee / Café

Vendor Name / Nom du fournisseur: Period / Période: 01 December 2015 - 30 November 2016									
Item	Yearly Estimated Quantity	Unit of Issue	DESCRIPTION	Brand offered	Approximate Pack & Case Size Required	Pack & Case Size Offered	Product Number	Price	
1	27	case	Coffee Beans, Grade A, <b>100% Columbian</b> No Substitute, Citavo, Mosaic, Sara Lee or Equivalent		12 x 2 Lbs or 6 x 2.27 kg				per cs
2	27	case	Coffee Beans, Grade A, <b>Breakfast Blend</b> No Substitute, Citavo, Mosaic, Sara Lee or Equivalent		12 x 2 Lbs or 6 x 2.27 kg				per cs
3	27	case	Coffee Beans, Grade A, <b>House Blend</b> No Substitute, Citavo, Mosaic, Sara Lee or Equivalent		12 x 2 Lbs or 6 x 2.27 kg				per cs
4	27	case	Coffee Beans, Grade A, <b>100% Costa Rican</b> No Substitute, Citavo, Mosaic, Sara Lee or Equivalent		12 x 2 Lbs or 6 x 2.27 kg				per cs
5	110	case	Coffee Ground, Grade A, <b>House Blend</b> No Substitute Citavo, Mosaic, Sara Lee or Equivalent Brand		24 x 355g				per cs

6	150	case	Coffee Liquid Frozen <b>100% Columbian</b> by Lykes, Douwe Egbert, Folgers or Maxwell House No Substitute		3 x 1.75 litre or 2 x 2 L				per cs
7	150	case	Coffee Liquid Frozen <b>100% Arabica</b> by Lykes, Douwe Egbert, Folgers or Maxwell House No Substitute		3 x 1.75 litre or 2 x 2 L				per cs
8	150	case	Coffee Liquid Frozen <b>Dark Roast</b> by Lykes, Douwe Egbert, Folgers or Maxwell House No Substitute		3 x 1.75 litre or 2 x 2 L				per cs
9	150	case	Coffee Liquid Frozen <b>Special Blend</b> by Lykes, Douwe Egbert, Folgers or Maxwell House No Substitute		3 x 1.75 litre or 2 x 2 L				per cs
10	150	case	Coffee Filters		1000's				per cs
11			Miscellaneous additional other items not listed herein at wholesale price less a _____% discount or at cost price plus a _____% markup.						
			<b>The supplier must supply the Liquid Coffee Dispensing Machine as indicated at Annex "A".</b>						
			INSTRUCTIONS TO SUPPLIERS: It is the responsibility of the offeror to obtain clarification of each item of the requirements contained herein, if necessary, prior to submitting their offer or PRIOR to bid closing.						
			<b>Suppliers are requested to obtain a copy of this Annex "B" in Excel Format by contacting the Standing Offer Authority at PWGSC.</b>						

## ANNEX “C”

**COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR**

**NOTE TO OFFERORS: WRITE DIRECTORS' AND OR OWNERS' SURNAMES AND GIVEN NAMES AND TITLES**

[illegible]