

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

## Public Works and Government Services / Travaux publics et services gouvernementaux

## Kingston Procurement

## Des Acquisitions Kingston

**86 Clarence Street, 2nd floor**

## Kingston

## Ontario

**K7L 1X3**

**Bid Fax: (613) 545-8067**

## 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 / Travaux publics  
et services gouvernementaux

Kingston Procurement

## Des Acquisitions Kingston

86 Clarence Street, 2nd floor

Kingston

# Ontario

K7L 1X3

|  |  |
|--|--|
| <b>Title - Sujet</b><br>Meat, Fish and Poultry   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W0125-16LM04/D   | <b>Date</b><br>2016-03-24  |
| <b>Client Reference No. - N° de référence du client</b><br>W0125-16LM04  | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$KIN-655-6878                   |
| <b>File No. - N° de dossier</b><br>KIN-5-44030 (655)   | <b>CCC No./N° CCC - FMS No./N° VME</b>   |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2016-05-03</b>   | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT |
| <b>Delivery Required - Livraison exigée</b><br>See Herein  |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Semple, Patrick   | <b>Buyer Id - Id de l'acheteur</b><br>kin655                                     |
| <b>Telephone No. - N° de téléphone</b><br>(613)530-3117 ( )  | <b>FAX No. - N° de FAX</b><br>(613)545-8067                                      |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>SUPPLY CUSTOMER SUPPORT FLIGHT<br>75 Yukon St<br>ASTRA<br>Ontario<br>K0K3W0<br>Canada |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>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<br/>(type or print)</b>   |             |
| <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br/>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b> |             |
| <b>Signature</b>  | <b>Date</b> |

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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 the Requirement and the Basis of Payment.

### **1.2 Summary**

- 1.2.1 (i) The purpose of this Request for Standing Offer is to establish a Regional Individual Standing Offer for the provision of meat fish and poultry, on an "as and when requested" basis, for the Department of National Defence (DND), Canadian Forces Base (CFB) Trenton and Canadian Forces Station (CFS) Alert. Items destined for CFS Alert must be delivered to CFB Trenton for furtherance by DND to CFS Alert.  
  
(ii) The period of the Standing Offer will be from 1 June 2016 to 31 August 2016.
- 1.2.2 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- 1.2.3 The requirement is subject to a preference for Canadian goods and/or services.
- 1.2.4 The portion of this procurement that will be for delivery by Canada to Alert, NU is subject to the Nunavut Land Claims Agreement.

### **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: 90 days

### **2.2 Submission of Offers**

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

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

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 Ontario.

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Kin655  
CCC No./N° CCC - FMS No./N° VME

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

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

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

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

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

### **3.1. Offer Preparation Instructions**

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

Section I: Financial Offer (1 hard copy) and 1 soft copy on Excel as an email attachment.

Section II: Certifications (1 hard copy)

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

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

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

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

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

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

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## 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.

1. Hard (Paper) Copy: One (1) hard copy must be submitted by the date, time and place indicated on page 1 of the Request for Standing Offers.
2. Soft (Electronic) Copy: In addition to the hard copy, PWGSC is requesting that offerors send in an electronic copy of Excel file, by e-mail to the following address:  
Kingston.procurement@pwgsc.gc.ca.

### 3.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_  
Master Card \_\_\_\_\_

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

## Section II: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (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 Financial Evaluation**

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

The Offeror must complete and submit with its offer, Annex "B" - Basis of Payment, in Canadian funds. Pricing must be provided for all line items as listed and a % amount for B. Special Orders. Special Orders will not be used in the Financial Evaluation.

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

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

The offeror's unit pricing will be multiplied by the usages to calculate the extended pricing. The extended pricing for all items will be added to calculate the Offeror's total Evaluated price.

##### **4.1.1.2 Evaluation of Price**

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

#### **4.2 Basis of Selection**

**4.2.1** An offer must comply with the requirements of the Request for Standing Offer to be declared responsive. The responsive offer with the lowest Evaluated Price will be recommended for issuance of a standing offer.

**4.2.2** Canada intends to issue one (1) Standing Offer to the compliant Offeror with the Lowest Aggregate Total.

### **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](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.

## **5.1.2 Additional Certifications Required with the Offer**

### **5.1.2.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids 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 bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

( ) a minimum of 80 percent of the total bid price 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.

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

## **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.

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Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

**6.1.2** The portion of this procurement that will be for delivery by Canada to Alert, NU is subject to the Nunavut Land Claims Agreement

#### **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.

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### 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

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The 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 10 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 1 June 2016 to 31 August 2016.

## 6.5. Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Patrick Semple  
Title: Supply Specialist  
Organisation: Public Works and Government Services Canada,  
Acquisitions Branch  
Address: 86 Clarence Street,  
Kingston, Ontario, K7L 1X3  
Telephone: 613-530-3117  
Facsimile: 613-545-8067  
E-mail address: patrick.semple@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for

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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: (To be identified at time of issuance of Standing Offer)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

### 6.5.3 Offeror's Representative (Offeror to complete with Offer)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Identified Users

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

## 6.7 Call-up Procedures

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

## 6.8 Call-up Instrument

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

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## 6.9 Limitation of Call-ups

The call-up limitation for this requirement is \$ 25,000.00 (applicable taxes included).

## 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (2015-09-03) Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Department of National Defence Food Quality Specifications
- h) Annex D, PWGSC-TPSGC 942, Call-up Against a Standing Offer.
- i) the Offeror's offer dated \_\_\_\_\_

## 6.11 Certifications

### 6.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 6.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 6.1 Requirement

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

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

2029 (2015-09-03), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

## 6.2.2 SACC Manual Clauses

|        |  |            |
|--------|--|------------|
| B2005C | Fish - Quality Stamping                      | 2007-05-25 |
| B3003C | Grades of Meat                               | 2007-05-25 |
| D0014C | Delivery of Fresh Chilled or Frozen Products | 2007-11-30 |
| D3007C | Inspection and Stamping                      | 2007-11-30 |
| D5311C | Right of Access and Inspection of Meat       | 2007-11-30 |

## 6.3 Term of Contract

### 6.3.1 Delivery Date

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

#### 6.3.1.1 Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the call-up:

Incoterms 2000 "DDP Delivered Duty Paid" CFB Trenton

## 6.4 Payment

### 6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Call-up, the Contractor will be paid a firm price, as stipulated in the call-up, calculated in accordance with 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 Limitation of Price

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

### 6.4.3 Method of Payment

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

### 6.4.4 Payment by Credit Card

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. Invoices cannot be submitted until all work identified in the invoice is completed.

The following must be followed when submitting invoices:

- a. The invoices must be in sequence with the table in Annex B - Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, sub total, HST and total.

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- b. The invoice must identify the call-up number
- c. The invoice must identify the consignee address where the goods were delivered d.

Each call-up and consignee point must be invoiced separately

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

**6.6 Insurance Requirements**

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

## **ANNEX "A"**

### **REQUIREMENT**

#### **DELIVERY POINTS**

8 Wing Food Services, 75 Yukon St, Astra, ON, K0K 3W0  
8 Wing Officers' Mess, 182 Yukon St, Astra, ON, K0K 3W0  
CFS Alert, 30 East North Star Dr, Astra, ON, K0K 3W0

**CALL-UPS:** No minimum call-ups apply to this Standing Offer.

**MAXIMUM DELIVERY TIME:** Delivery must be available Monday to Friday from 7:30 AM to 3:00 PM only. All orders must be confirmed within four (4) hours from time of call-up and be delivered within twenty-four (24) hours.

**BACK ORDERS:** Are not acceptable unless prior arrangements have been made with the Project Authority.

**DELIVERY SLIPS:** The Supplier shall supply delivery slips and issue credit notes to cover discrepancies for each delivery.

**INVOICING:** Products must be billed in accordance with the Standing Offer pricing. All invoices must quote the original Purchase Order Number.

**INVOICE ADDRESS:** 8 Wing Food Services  
PO Box 1000 Stn Forces  
Astra, ON, K0K 3W0

**PRODUCTS:** Upon issuance of a Standing Offer, the supplier must provide item number / products codes for all items listed in the Standing Offer to the Project Authority.

**SHELF LIFE:** Products must be of recent production and have the latest production date available. The shelf life or best before date must be clearly marked in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

**ITEM SIZES:** The Supplier must supply items in the size identified in Annex B. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Supplier must notify the Project Authority and PWGSC to obtain their written acceptance of a replacement size.

**NO SUBSTITUTION:** Items provided under Annex B must be the brand name specified.

**REPLACEMENTS:** After issuance of Standing Offer the supplier must supply item(s) in the size(s) quoted. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. Supplier must notify PWGSC and obtain acceptance of the replacement size.

**STANDARDS:** All food items shall comply with the relevant portions of the latest edition of the following Acts and Regulations:

- a. The Food and Drug Act and Regulations;
- b. Canada Agricultural Products Standards Acts;



- c. Canadian Government Specifications Board (CGSB) 32.72M – Handling, Packaging & Labelling of Meat, Poultry and Fish for Food Services; and
- d. Food Quality Specifications (FQS) as follows:
  - (1) FQS-2 Beef,
  - (2) FQS-3 Veal,
  - (3) FQS-4 Pork,
  - (4) FQS-5 Lamb,
  - (6) FQS-6 Poultry,
  - (7) FQS-9 Fish and Seafood,
  - (8) FQS-25 Shortenings, Fat and Oil, and
  - (9) FQS-26 Butter and Margarine.

**HYGIENE – DELIVERY VEHICLES:** All delivery vehicles must comply with or exceed the standards set out in the Canada Sanitation Code, current issue.

**SPECIFICATIONS:** Unless otherwise stipulated in the purchase document, Suppliers are to ensure that they comply with the standard stated on the item description details. Seconds (grade) are not acceptable.

**FINAL INSPECTION & PRODUCT ACCEPTANCE:** Inspection and acceptance will rest with the Project Authority or authorized designate at the delivery destination. All products supplied shall be free of signs of deterioration, spoilage, filth or damage by rodents or insects.

**REJECTS:** The Project Authority or authorized designate will have the right to reject product(s) at the time of delivery and any unacceptable product(s) will be removed immediately by the Supplier. Rejected items discovered after delivery must be picked up and replaced within forty-eight (48) hours.

**LIABILITY FOR DEFECTIVE PRODUCTS:** If broken or damaged goods are received from a supplier, their subsequent reshipment to the Crown will be at the supplier's own expense. If it is determined following acceptance and during use that the product does not meet the purchase description, standard or specification referred to, the contractor will be required to accept return of the balance of the defective products at his own expense and will be required to rebate a percentage of the price of the products used, based on the extent of the defect. As well, recourse as provided in PWGSC General Terms and Conditions of the Crown.

**PACKAGING:** To be supplied in sizes as indicated for each item, must also show weight of the packages and shall be delivered to the consignee in good condition and show no evidence of deterioration. Each container shall be packed in such a manner that the faced shown surface clearly states the grade, size, maturity, variety, colour and weight of the product contained in the package. Deviation from sizes or brand names as stated on the Supply Arrangement will be considered/accepted when previously discussed with the Consignee for one-time shipments only.

**PALLETS:** All goods must be delivered on registered pallets only (ORANGE OR BLUE PALLETS ONLY). It is the responsibility of the Supplier to implement a tracking system to ensure that the number of outgoing pallets does not exceed the number of pallets delivered by their company. This register must be verified by the Project Authority or authorized designate.

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

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

#### **Note to Offerors:**

The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one year and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered.

#### **SEE ELECTRONIC ATTACHMENT - ATTACHMENT 1 to ANNEX "B" – BASIS OF PAYMENT FORM**

#### **Prices:**

All prices are firm net prices in Canadian funds including Canadian customs duties, excise taxes, and are Incoterms 2000 Delivered Duty Paid, including all delivery, offloading, and travel charges. HST is not included in pricing and will be shown as a separate item on invoices.

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## ANNEX "C"

### Department of National Defence Food Quality Specifications

Department of National Defence Food Quality Specifications

DND FQS – Beef

<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6530>

DND FQS – Fish and Seafood

<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-6518>

DND FQS – Lamb

<https://buyandsell.gc.ca/procurement-data/search/site/e6tor-13rm27>

DND FQS – Pork

<https://buyandsell.gc.ca/procurement-data/search/site/e6tor-13rm32>

DND FQS – Poultry

<https://buyandsell.gc.ca/procurement-data/search/site/e6tor-13rm33>

DND FQS – Veal

<https://buyandsell.gc.ca/procurement-data/search/site/e6tor-13rm37>

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## **ANNEX "D"**

**PWGSC-TPSGC 942, Call-up Against a Standing Offer.**



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

## Call-up Against a Standing Offer Commande subséquente à une offre à commandes

Ship to - Expédier à

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security: The call-up includes security provisions.**

**Sécurité : La demande comprend des exigences en matière de sécurité.**

☐

NO  
NON

☐

YES  
OUI

If YES, attach a SRCL to the call-up  
Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

☐

The detailed instructions in the standing offer  
Les instructions détaillées dans l'offre à commandes

☐

The address shown in the "Ship to" block  
L'adresse indiquée dans la case « Expédier à »

☐

Special instructions below  
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Financial Code(s) - Code financier(s)

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande  
Order. Off. - Bur. dem. YY - AA Serial No. - N° de série

Client Reference No. (optional)  
N° de référence du client (facultatif)

The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.  
Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.

Amendment No.  
N° de modification

Previous Value (\$)  
Valeur précédente (\$)

Value of increase or decrease (\$)  
Valeur de l'augmentation ou diminution (\$)

Total estimated expenditures or revised  
Total des dépenses estimatives ou révisées

Item No.  
N° de l'article

NATO Stock No. / Item Description  
N° de nomenclature de l'OTAN / Description de l'article

U. of I.  
U. de d.

Quantity  
Quantité

Unit Price  
Prix unitaire  
(\$)

Extended Price  
Prix calculé  
(\$)

Special Instructions - Instructions particulières

Total

For further information, call - Pour renseignements supplémentaires, contacter

Name - Nom

Telephone No. - N° de téléphone

Delivery required by - Livraison requise le  
(YYYY-MM-DD) (AAAA-MM-JJ)

For internal purposes only - Pour usage interne seulement

Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the *Financial Administration Act*, funds are available.  
En vertu du paragraphe 32(1) de la *Loi sur la gestion des finances publiques*, des fonds sont disponibles.

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Canada

PWGCSC-TPSGC 942 (01/2014)

