

**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><br>RISO Pop Products & Equipment   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>W0105-16F004/A  | <b>Date</b><br>2016-05-04   |
| <b>Client Reference No. - N° de référence du client</b><br>W0105-16F004   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$MCT-015-5166                    |
| <b>File No. - N° de dossier</b><br>MCT-6-39001 (015)  | <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 2016-06-06</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Atlantic Daylight Saving<br>Time ADT |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |   |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Drisdelle, Charlotte J.  | <b>Buyer Id - Id de l'acheteur</b><br>mct015                                      |
| <b>Telephone No. - N° de téléphone</b><br>(506)851-6948 ( )   | <b>FAX No. - N° de FAX</b><br>(506)851-6759                                       |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>5 CDSG Food Services<br>Kitchen H33 CFB Gagetown<br>OROMCTO<br>New Brunswick<br>E2V4J5<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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**Annex A – Requirement**

**Annex B – Basis of Payment – List of Products**

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

**Annex D – Electronic payment Instruments**

**RETURN BIDS TO:**

**Public Services and Procurement 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 PSPC will not be accepted.

## 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 and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | 6A, Standing Offer, and 7B, 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 - List of Products  |
| Annex C - | Complete List of Each Individual who are currently Directors and/or Owners of the Offeror; |
| Annex D - | Electronic Payment Instruments   |

### 1.2 Summary

Request for Regional Individual Standing Offer (RISO) for the supply and delivery of **Pop Products with Ice Combo Unit, State of the Art Equipment Dispensing Machines** for 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 July, 2016 to 30 June, 2019** inclusive.

*"The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."*

*"The requirement is limited to 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>) 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 (2016/04/04) 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       |
|----------------|-------------------------------|------------|
| M9000T         | Pricing                       | 2010/08/16 |
| M0019T         | Firm Price and/or Rates       | 2007/05/25 |
| M1004T         | Condition of Material – offer | 2016/01/28 |

### 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 electronic mail 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, 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 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.2 Exchange Rate Fluctuation

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

**Section II: Certifications** Offerors must submit the certifications and additional information 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.

### Prices – Items

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

### 4.1.1 Financial Evaluation

#### SACC Reference

| Reference | Section                     | Date       |
|-----------|-----------------------------|------------|
| M0220T    | Evaluation of Price - Offer | 2016/01/28 |

## **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. Unless specified otherwise, 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 Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer (Annex C), 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.

#### **5.1.1 Integrity Provisions – Required Documentation**

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.



### 5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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. Additional Certifications Precedent to Issuance of a Standing Offer

### 5.2.1 Canadian Content Certification

#### 5.2.1.1. SACC Manual clause A3050T (2014/11/27) Canadian Content Definition

#### 5.2.1.2 Canadian Content Certification

This procurement is limited to 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.

*(Derived from - Provenant de: A3053T, 11/01/10)*

### 5.2.2 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 2 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

*(Derived from - Provenant de: A0285T, 2012/07/16)*

## **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 (2016/04/04) 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 data must be submitted on a yearly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 2 months after the end of the reporting period.

*(Derived from - Provenant de: M7010C, 2012/07/16)*

#### **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 July 2016 to 30 June 2019** inclusive.

#### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

#### 6.5 Authorities

##### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: **Charlotte Drisdelle**  
Title: Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1  
  
Telephone: **(506) 851- 6948**  
Facsimile: (506) 851-6759  
E-mail address: **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.

##### 6.5.2 Project Authority

*The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.*

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

##### 6.5.3 Offeror's Representative (Offeror please complete and submit with the offer)

###### Placing Orders:

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

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

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

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

Solicitation No. - N° de l'invitation  
**W0105-16F004/A**  
Client Ref. No. - N° de réf. du client  
W0105-16F004

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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**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**

**6.7 Call-up Procedures**

As per 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.*

**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

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$70,000.00** (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 3 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 (2016/04/04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016/04/04), 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) Annex D, Electronic Payment Instruments;
- i) Offeror's offer dated \_\_\_\_\_

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

## 6.12.2 SACC Manual Clauses

| SACC Reference | Section                        | Date       |
|----------------|--------------------------------|------------|
| A0285C         | Workers Compensation           | 2007/05/25 |
| 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 (2016/04/04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2016/04/04), 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.

## 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 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- Visa Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

## 6.5 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and as per Annex A. Invoices cannot be submitted until all work identified in the invoice is completed.
- Invoices must be distributed as follows:  
  
one (1) copy must be forwarded to the consignee.

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

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**W0105-16F004/A**  
Client Ref. No. - N° de réf. du client  
W0105-16F004

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**

| <b>SACC Reference</b> | <b>Section</b>                      | <b>Date</b> |
|-----------------------|-------------------------------------|-------------|
| A9062C                | Canadian Forces Site Regulations    | 2011/05/16  |
| B7500C                | Excess Goods                        | 2006/06/16  |
| G1005C                | Insurance – No Specific Requirement | 2016/01/28  |

## 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)*





Solicitation No. - N° de l'invitation  
**W0105-16F004/A**  
Client Ref. No. - N° de réf. du client  
W0105-16F004

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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## **ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

***REQUIREMENT***

***Pop Products  
with Dispensing Equipment***

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

**3 AREA SUPPORT GROUP**

***STATIC FEEDING REQUIREMENTS***

**01 July 2016 to 30 June 2019**

## Annex «A» - W0105-16F004/A

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

#### **REQUIREMENT**

To supply and deliver **“MISCELLANEOUS POP PRODUCTS with DISPENSING MACHINES”** to specified locations in the Gagetown Training Area.

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

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

#### **SCOPE OF SERVICES**

The requirement will take the form of a standing offer encompassing the following commodities:

***Miscellaneous Pop Products with dispensing machines***

#### **STATEMENT OF WORK**

The Offeror shall during the period of the standing offer, perform and complete with care, skill, diligence, and efficiency the work described in this standing offer.

#### **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.

#### **DEPOSIT COST for CO2 CANNISTERS**

The supplier agrees to reimburse consignee the full amount of

\$ \_\_\_\_\_ **For empty CO2 containers.**

The supplier agrees to remove all empty containers at the time of each delivery, and to provide the Consignee with a running total of all containers delivered and returned.

## Annex «A» - W0105-16F004/A

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### EQUIPMENT

The supplier agrees to ensure that the consignee is supplied with an **Ice Combo Unit**, state of the art equipment dispensing machines for Post Mixed Pop at each site location ***“To a max of three (3) machines total” with a minimum of four (4) selection valves per machine.*** All costs for rental, installation & 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 its cost.

### MONTHLY MAINTENANCE

The supplier agrees to perform monthly maintenance on all supplied dispensing machines and equipment at each site location. All costs related to maintain the supplier's equipment rest solely with the supplier. The supplier further agrees to supply a maintenance log for all work performed to each site manager.

### CALL-UP PROCEDURES

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

### 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 food products, to replace any and all shorted item ***within 24 hours, “delivery costs occurred to replace all rejected products or shortfalls rest fully at the supplier'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 packaging or pack size be changed after award of the standing offer UNLESS the sizes have changed by the manufacturer. You will therefore have to notify the Standing Offer Authority at PSPC in Moncton of the change. Changes will only take effect when the Standing Offer Authority has accepted the change, with DND's approval. **Supplier must advise the Standing Offer Authority of any changes to product codes and the person at CFB Gagetown responsible to advise all kitchens.**

***This person will be identified at award of the standing offer.***

## Annex «A» - W0105-16F004/A

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### DELIVERIES

Deliveries must be made direct to a specified location within the geographies of Camp Gagetown, and **must be between the hours of 0730hrs and 1130hrs**, 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 1400hrs**, from Monday to Friday.

Deliveries **MUST** be provided as requested.

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

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 unit.

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 three (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 supplier agrees to provide the consignee with a detailed credit receipt within (7) working days from delivery for all items that the consignee and supplier agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier

## **Annex «A» - W0105-16F004/A**

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provides the Consignee with approved credit receipt. The supplier 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 food 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**

The vehicles utilized for the transportation of food 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 food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.

The construction, maintenance, sanitation and refrigeration 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**

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

The supplier is responsible for the offloading of all items

### **EXPIRY DATES:**

**STANDARDS:** All packaged foods shall comply with the relevant portions of the following Acts and Regulations:

- a) The Food and Drug Acts and Regulations;
- b) Canada Agriculture Products Standards Acts
- c) Canadian General Standards Board
- d) CFIA Inspection Standards

## Annex «A» - W0105-16F004/A

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### QUALITY ASSURANCE

All Miscellaneous 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.

The “*Canadian General Standards Boards Specifications*” will be used as reference for quality control. Final inspection and acceptance of the food product 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 Services and Procurement Canada.



## **Annex «A» - W0105-16F004/A**

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High quality product and service as defined in «*Canadian General Standards Board Specifications*» (CGSB) will be required during the period of this standing offer. Failure to provide the level of **quality of goods and services as defined herein** **OR non-compliance with Annex “B”- the Product List** more than ten (12) 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. Additional incidents will result in a written notification requesting corrective action; and
3. For a twelve 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**

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(Signature of Authorized Representative)



**DND 5th Canadian Division Support Base Gagetown**  
**MDN Base de soutien de la 5e Division du Canada Gagetown**

**File No / No de dossier: W0105-16F004/A    Annex "B" - Basis of Payment**  
**Title / Titre: Pop Products with dispensing equipment**

| Vendor Name / Nom du fournisseur:         |             |                           |               |   |                |                             |             |                      |                      |                      |
|---|-------------|---------------------------|---------------|---|----------------|-----------------------------|-------------|----------------------|----------------------|----------------------|
| Period / Période: 2016-07-01 - 2019-06-30 |             |                           |               |   |                |                             |             |                      |                      |                      |
| Item No.                                  | Unitrak No. | Yearly Estimated Quantity | Unit of Issue | DESCRIPTION   | Size requested | Confirm Size to be provided | Product No. | Price Year 2016-2017 | Price Year 2017-2018 | Price Year 2018-2019 |
| 1   | 2C001       | 125                       | bag           | Pop, Post Mixed, <b>Cola</b> , Pepsi or Coke products only<br>No Substitute                     | 20 Litres      |                             |             |                      |                      | per bag              |
| 2   | 2C003       | 53                        | bag           | Pop, Post Mixed, <b>Diet Cola</b> , Pepsi or Coke products only<br>No Substitute                | 20 Litres      |                             |             |                      |                      | per bag              |
| 3   | 2C008       | 53                        | Bag           | Pop, Post Mixed, <b>Lemon Lime</b> (Sprite or 7up) Pepsi or Coke products only<br>No Substitute | 10-20 Litres   |                             |             |                      |                      | per bag              |
| 4   | 2C018       | 60                        | bag           | Pop, Post Mixed, <b>Orange</b> Pepsi or Coke products only<br>No Substitute                     | 10-20 Litres   |                             |             |                      |                      | per bag              |
| 5   | 2C019       | 85                        | bag           | Pop, Post Mixed, <b>Ginger Ale</b> , Pepsi or Coke products only<br>No Substitute               | 10-20 Litres   |                             |             |                      |                      | per bag              |



**DND 5th Canadian Division Support Base Gagetown**  
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**Title / Titre: Pop Products with dispensing equipment**

| Vendor Name / Nom du fournisseur:         |             |                           |               |   |                |                             |             |                      |                      |                      |
|---|-------------|---------------------------|---------------|---|----------------|-----------------------------|-------------|----------------------|----------------------|----------------------|
| Period / Période: 2016-07-01 - 2019-06-30 |             |                           |               |   |                |                             |             |                      |                      |                      |
| Item No.                                  | Unitrak No. | Yearly Estimated Quantity | Unit of Issue | DESCRIPTION   | Size requested | Confirm Size to be provided | Product No. | Price Year 2016-2017 | Price Year 2017-2018 | Price Year 2018-2019 |
| 6   |             | 40                        | bag           | Pop, Post Mixed, Iced Tea, Pepsi or Coke products only<br>No Substitute   | 10-20 Litres   |                             |             |                      |                      | per bag              |
| 7   |             | 40                        | cannister     | Pop, CO2, Cylinder Pepsi or Coke products only no substitute  | 20 Lbs         |                             |             |                      |                      | per cann             |
| 8   |             |                           | \$            | Miscellaneous additional other items not listed herein at wholesale price less a _____% discount or at cost price plus a _____% markup to a maximum of 10%. |                |                             |             |                      |                      |                      |
|   |             |                           |               | This Annex B in Excel Format should be obtained by contacting the Standing Offer Authority by telephone or email.   |                |                             |             |                      |                      |                      |
|   |             |                           |               |   |                |                             |             |                      |                      |                      |