



**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**

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

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

Title - Sujet NMSO-Commercial Kitchen Equipment	
Solicitation No. - N° de l'invitation E6TOR-16NM01/A	Date 2016-09-04
Client Reference No. - N° de référence du client E6TOR-16-NM01	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-650-6986
File No. - N° de dossier KIN-6-46053 (650)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-28	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Rombough, Lori	Buyer Id - Id de l'acheteur kin650
Telephone No. - N° de téléphone (613)483-9035 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: As per call up	
Security - Sécurité 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

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

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Solicitation No. - N° de l'invitation
E6TOR-16NM01/A
Client Ref. No. - N° de réf. du client
E6TOR-16NM01

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46053

Buyer ID - Id de l'acheteur
KIN650
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
 - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes.

1.2 Summary

1.2.1 The provision of Heavy Duty Food Service Equipment and Miscellaneous Commercial Kitchen Accessories, on an "as and when" requested basis.

The period for placing call-ups against the Standing Offer is from 01 April 2017 to 31 March 2022.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.2.3 The Request for Standing Offer (RFSO) is to establish a National Master Standing Offer for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, **including** areas subject to Comprehensive Land Claims Agreements (CLCAs).

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

B3000T (2006-06-16), Equivalent Products

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.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 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.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

- Section I: Technical Offer (2 hard copies) and 1 soft copy on a mobile USB storage device (USB flash drive)
- Section II: Financial Offer (1 hard copy) and 1 soft copy on a mobile USB storage device (USB flash drive)
- Section III: Certifications (1 hard copy)

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

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

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

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" 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 III: 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.

4.1.1 Technical Evaluation

For each item within Annex 1 to Part 4 the Offeror is requested to indicate, in the column entitled ***Location in Offer**, where each Mandatory Technical Criteria is addressed (i.e. page number, bid section etc.).

Where a Mandatory Technical Criteria is considered an industry standard but not specifically identified in the manufacturer's / OEM's technical literature, the Offeror is requested to indicate applicability in the column entitled ****Not in technical literature but responsive**. PWGSC may, at its discretion, request the Offeror provide a signed attestation from the manufacturer that supports this claim.

4.1.1.1 Mandatory Technical Criteria

- a) The Offeror must meet each Mandatory Technical Criteria listed in Annex 1 to Part 4 (attached as a separate PDF document) to be considered responsive.
- b) To demonstrate responsiveness of each Mandatory Technical Criteria, the Offeror must provide specifications or technical literature however, if all documents have not been provided at bid closing, PWGSC will notify the Offeror that they are required to provide them within two business days following notification by PWGSC. Once notified, any Offeror that fails to provide the required document(s) within two business days will be informed by PWGSC that their offer is non-responsive and that it will be given no further consideration.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a) The Offeror must provide unit prices for all items and a percentage value listed as "M" in Annex B-1, Pricing Bases "A" and in Pricing Basis "B".
- b) The Offeror must provide pricing in Canadian currency.

4.1.2.2 Point Rated Financial Criteria

a. The Offeror should address each point rated financial criteria listed in Annex 1 to Part 4 under Major Equipment and Minor Equipment.

For each piece of equipment that includes point rated financial criteria, one point obtained will be equivalent to a 1 percent deduction applied against each unit price (for evaluation purposes only).

Example: Pot Washer

#	Point Rated Criteria	Points	Points obtained
PR1	Extended warranty available for five years (beyond OEM original warranty)	1	1
PR2	24 hour on site service call for length of warranty	2	2
PR3	Steam extraction fan	1	1
PR4	Vent fan control	1	1
Total Score:			5
Total Percentage deduction			-5%

	Estimated Annual Usage	Unit Price Year #1	Unit Price Year #2	Unit Price Year #3	Unit Price Year #4	Unit Price Year #5	Extended Price
Pot Washer / Lave-Casseroles							
Lift door / Porte relevable	2	\$50.00 - \$2.50 = \$47.50	\$55.00 - \$2.75 = \$52.25	\$60.00 - \$3.00 = \$57.00	\$65.00 - \$3.25 = \$61.75	\$70.00 - \$3.50 = \$66.50	\$570.00
Split door / Porte a battants	2	\$50.00 - \$2.50 = \$47.50	\$55.00 - \$2.75 = \$52.25	\$60.00 - \$3.00 = \$57.00	\$65.00 - \$3.25 = \$61.75	\$70.00 - \$3.50 = \$66.50	\$570.00
Pass-through door / Portes en vis-à-vis	2	\$50.00 - \$2.50 = \$47.50	\$55.00 - \$2.75 = \$52.25	\$60.00 - \$3.00 = \$57.00	\$65.00 - \$3.25 = \$61.75	\$70.00 - \$3.50 = \$66.50	\$570.00
Drain tempering kit (pre-mounted) / Dispositif de temperage de l'eau de drainage (preinstalle)	4	\$1.00 - \$.05 = \$0.95	\$2.00 - \$0.10 = \$1.90	\$3.00 - \$0.15 = \$2.85	\$4.00 - \$0.20 = \$3.80	\$5.00 - \$0.25 = \$4.75	\$57.00
Steam extraction fan / Extracteur de vapeur	2	\$1.00 - \$.05 = \$0.95	\$2.00 - \$0.10 = \$1.90	\$3.00 - \$0.15 = \$2.85	\$4.00 - \$0.20 = \$3.80	\$5.00 - \$0.25 = \$4.75	\$28.50
Vent fan control / Extracteur de vapeur	2	\$1.00 - \$.05 = \$0.95	\$2.00 - \$0.10 = \$1.90	\$3.00 - \$0.15 = \$2.85	\$4.00 - \$0.20 = \$3.80	\$5.00 - \$0.25 = \$4.75	\$28.50
Extended warranty (5 years) / Garantie prolongee pour cinq ans	4	\$1.00 - \$.05 = \$0.95	\$2.00 - \$0.10 = \$1.90	\$3.00 - \$0.15 = \$2.85	\$4.00 - \$0.20 = \$3.80	\$5.00 - \$0.25 = \$4.75	\$57.00

4.1.1.3 Evaluation of Price

- a) SACC Manual Clause M0220T (2016-01-28), Evaluation of Price
- b) The extended prices of all items in Pricing Basis "A" and markup percentage in Pricing Basis "B" will be calculated by multiplying the estimated usage figures by the Offeror's unit prices to calculate the extended pricing for each line item.
- c) The extended prices will be added together to calculate the Offeror's evaluated price.

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

SACC Manual Clause M0031T (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

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 Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable, 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 – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<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.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website

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.

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 the 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>) 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

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

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

The data must be submitted on, an as requested basis, to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 14 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 April 2017 to 31 March 2022.

6.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Lori Rombough
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence Street
Kingston, ON K7L 1X3
Telephone: 613-545-8061
Facsimile: 613-545-8067
E-mail address: lori.rombough@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 any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Technical Authority

The Technical Authority for the Standing Offer is TO BE INSERTED BY PWGSC

The Technical 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

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

6.7 Call-up Instrument

DND Users: The Work will be authorized or confirmed by the Identified User(s) using the electronic version of Food Service electronic Call-Up. Users who don't have access can contact **+Unitrak SJS Strat J4 Food Svcs – Unitrak EMIS J4 Strat Svc Alim@SJS D Log Prog@Ottawa-Hull** for further direction.

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

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

Individual call-ups exceeding \$400,000.00 (Applicable Taxes included) must be forwarded to the Standing Offer Authority.

6.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (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) the Offeror's offer dated (**Will be inserted into Standing Offer Document by PWGSC**)

6.10 Certifications and Additional Information

6.10.1 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.

6.11 Applicable Laws

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

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 18 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 Period of the Contract

The Work is to be performed during the period of 01 April 2017 to 31 March 2022.

6.3.2 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), 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.

6.4.2 Limitation of Price

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

6.4.3 Multiple Payments

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

6.4.4 Electronic Payment of Invoices – Call-up

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

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

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.

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

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

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

6.7 SACC Manual Clauses

B1501C 2006-06-16 Electrical Equipment

B7500C 2006-06-16 Excess Goods

ANNEX "A" - REQUIREMENT

1.1 General Requirements

- The equipment must be of restaurant or commercial grade;
- The equipment must be new commercial-off-the-shelf (COTS);
- Equipment materials must be food grade, stainless steel, and must be able to be cleaned using common industrial kitchen cleansers and disinfectants without degeneration of surfaces.
- Where applicable, equipment must meet Canadian Standards and be affixed with ETL "C".



A product bearing the **ETL Listed mark** with the "US" identifier at the 4 o'clock position has been tested and deemed compliant to U.S. product safety standards only. **An ETL Listed mark with a "C" identifier at the 8 o'clock position means the product bearing it complies with Canadian product safety standards only.** And an ETL Listed mark with both "US" and "C" identifiers at the 4 o'clock and 8 o'clock positions respectively, signifies that the product bearing the mark complies with both U.S. and Canadian product safety standards.

1.2 Electronic Catalogue

The Offeror must have the capability to provide an electronic Stand-Alone Catalogue for all items that includes, at a minimum, the following: i) item category; ii) item picture iii) item description; and, iv) item offeror code.

1.3 Confirmation of Measurements and Consultation Services

On site, final measurements for shelving, walk-in fridge, walk-in freezer, HVAC systems and dishwashers are the responsibility of the Offeror. Within 5 days of receipt of the call up, the Offeror must contact the Identified User to set up a mutually acceptable date and time.

The Offeror may be requested to conduct a site-visit to assess the major equipment configuration requirement and installation and advise of any potential issues relating to the installation.

1.4 Installation

Installation is restricted to minor civil construction work to accommodate the equipment configuration. Any gas, electrical, steam or plumbing lines required for the equipment installation must be tied into the nearest suitable junction.

To ensure there are no infrastructure constraints, the Identified User must consult with their departmental construction division prior to making the call-up.

1.5 Trade-Ins, Removal and Disposal of Existing Equipment

The Identified User may request a trade-in associated with the purchase of replacement equipment and the Offeror may be required to remove and dispose of the existing equipment.

"The disposal of surplus materiel assets is concluded as effectively as possible, as soon as possible after they become surplus to the requirements of program delivery, in a manner that obtains highest net value for the Crown, and in compliance with the Treasury Board Directive on Disposal of Surplus Materiel.

When trading in surplus assets for which procurement through a standing offer is not mandatory, departments must:

- a. ensure that trade-ins are transacted as an integral part of the contracts for replacement assets;*
- b. use the fair market value of the assets as the basis of contract negotiation; and*

c. ensure that the value of the trade-in is accounted for as the proceeds of disposal.”¹

The Offeror must provide the Identified User with a fair market value for the trade-in equipment. The trade-in value must be identified on the call-up and invoice as a deduction from the cost of the replacement equipment.

All trade-ins are deemed disposals and subject to the “Treasury Board Directive on Disposal of Surplus Material” as well as any departmental specific asset disposal procedures. Prior to making the call-up, the Identified User must obtain the necessary departmental approval to proceed with asset disposal.

1.6 On-site Training

If identified in the Call Up, the Offeror must provide on-site training to Food Services Management and employees. Training will be provided primarily in English and, as required, in French.

1.7 Maintenance, Operating Manuals and Parts List

The Offeror must include all maintenance and operating manuals, a parts list and exploded parts charts with the equipment, when shipped. The manuals will be in English and, if requested by the Identified User, in French and can be hardcopy, or on compact disc or via download

1.8 Custom Equipment

The Offeror must have the capability to provide design services and custom-made fabrication as requested by the Identified User.

1.9 Procedures specific to Department of National Defence (DND)

1.9.1 Upon Standing Offer issuance, the Offeror will receive an Excel spreadsheet (refer to Annex A-3 for a sample) to fill in item specific information and return to the Technical Authority. The information in the spreadsheet will be uploaded to DND's Unitrak System.

1.9.2 A DND Call-Up sample is included in Annex A-2. The Identified User must complete the electronic Call-Up document and send the signed copy to the Offeror via e-mail @: (to be provided by PWGSC as Standing Offer issuance). Details to include, but not limited to:

- Name of Unit;
- Call-Up Number;
- Invoicing Address;
- Shipping address/delivery location (avoid PO Box); street name and number and
- Contact Information (Name and Phone Number) for Identified User; the Offeror Representative;
- If any special requirement is necessary (which must be approved first and written in the Call-Up)

Upon receipt of the Call-Up, the Offeror must respond to the Call-Up within five (5) business days to confirm:

a) The requested item(s) available and not discontinued. If an item under Pricing Basis “A” has been discontinued, the Offeror must contact the Standing Offer Authority and Technical Authority to advise and propose an alternative.

b) The required delivery date(s) are achievable. Any changes to the delivery date must be adjusted as a formal amendment to the Call-Up.

¹ Treasury Board Secretariat Directive on Disposal of Surplus Material: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12066>

Following confirmation and, if applicable, agreement by the Identified User to any changes, the Call-Up will be accepted by way of email to the Identified User with an order confirmation detailing all items including a Tracking Number for delivery of shipment of items and a proof of delivery receipt once the goods have been received.

1.9.3 PRIMARY DESTINATIONS – DEPARTMENT OF NATIONAL DEFENCE

It is anticipated the primary user will be the Department of National Defence. The below destination list is not all inclusive and may consist of any other destination across Canada.

British Columbia	Prairies Alberta, Saskatchewan & Manitoba	Ontario	Quebec	Atlantic Canada New Brunswick, PEI, Nova Scotia & Newfoundland
CFB Esquimalt	CFB Shilo	CFB Borden	Pointe a Carcy	CFB Gagetown
CFB Comox	CFB Wainwright	CPRTC Connaught	CFB St Jean	Det Aldershot
	CFB Edmonton	CFB Kingston	CFB Valcartier	CFB St John's
	CFB Suffield	CFB Petawawa	CFB Bagotville	CFB Halifax
	CFB Wing Moose Jaw	CFB North Bay		CFB Shearwater
	CFB Winnipeg	CFB Trenton		CFB Greenwood
	CFB Cold Lake	*CFS Alert & Eureka		CFB Gander
	CFB Dundurn	CFSU Ottawa Connaught Range		CFB Goose Bay
		CFB Meadford		

*All items will be delivered to Canadian Forces Base Trenton for furtherance to CFS Alert by DND.

1.10 PRIMARY DESTINATIONS: INSTITUTIONAL AND COMMUNITY CORRECTIONAL CENTRE – CORRECTIONAL SERVICE CANADA

<http://www.csc-scc.gc.ca/institutions/index-eng.shtml>

1.10.1 Constraints specific to Correctional Service Canada (CSC)

CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised. All personnel affiliated with the Contractor will be escorted in specific areas of the institution by CSC personnel or those authorized by CSC on its behalf.

All personnel affiliated with the Contractor must submit to a local verification of identity and information through an authorized use of the Canadian Police Information Centre (CPIC) and must adhere to

institutional requirements for the conduct of searches by CSC, prior to admittance to the requisite institution. CSC reserves the right to deny access to any institution of any Contractor personnel, at any time.

No cellular phones will be permitted on site.

Institutional Lockdown

There is a possibility of institutional lockdown at any time. The Contractor is expected to call the Keeper's Hall at (telephone number to be provided by Identified User, a minimum of three (3) hours prior to arrival, to ensure that the Institution is under normal operations.

No contraband will be allowed on site. This includes but, is not limited to, cigarettes, lighters or matches, alcohol, drugs, weapons or any items that may jeopardize the safety and security of people visiting, working at, or housed at a CSC facility. All visitors and staff entering and exiting the institution are subject to a non-intrusive search which may also include ion scanners and use of drug detection dogs.

CSC reserves the right to deny entry denied to any person:

- i. transporting unauthorized items or contraband,
- ii. suspected to be under the influence of an intoxicant, or
- iii. refusing to follow institutional search procedures;

1.11 Warranty Services

- The Contractor must provide a list of factory authorized warranty services with delivery of the equipment.
- The Contractor must identify factors covered by warranty and service, such 100% parts, 100% labor, pick-up and delivery, on-site repair, loaner of equivalent equipment provided if removal from site is necessary, etc.

Annex A-1: SPECIFICATION ATTACHMENTS

Annex A-1 is attached as a separate PDF document:

NOTE: Pictures used at the top right corner of each item are for reference only and have no implication on the desired make or model

Major Equipment

Minor Equipment

Field Equipment

Marine Equipment – No substitute will be accepted without approval by Technical Authority due to interoperability. The submitted alternative must meet the same form, fit and function of the requested equipment item.

Solicitation No. - N° de l'invitation
E6TOR-16NM01/A
 Client Ref. No. - N° de réf. du client
E6TOR-16NM01

Amd. No. - N° de la modif.
 File No. - N° du dossier
KIN-6-46053

Buyer ID - Id de l'acheteur
KIN650
 CCC No./N° CCC - FMS No./N° VME

Annex A-2- DEPARTMENT OF NATIONAL DEFENCE Call-Up Instrument sample



Purchase Order # 201700001

Cuisine de St-Jean (BY3380)

Billing Address:

Garrison St-Jean
 Chemin Grand-Bernier Sud
 St-Jean-sur-richelieu, Québec
 Canada, J0J1R0
 Telephone: 450-358-7099
 Fax: 450-358-7008
 Email: Ext: 7292 Alimentaire 7290 Non Alimentaire

Supplier's Address

SUPPLY NAME
 Somewhere
 ,
 Canada,
 Kitchen Client #:

Contact

Name: Supplier rep 's name
 Telephone: 111-111-1111
 Fax:
 Email: something @ yeah.ca

Date Created: 06 Apr 2016
 Activity: GENERAL
 Delivery Date: 06 Apr 2016
 Delivery Time: 09:30
 Requesting Officer: Requestor

PO Type: Non-Food
 Internal Order #:
 Delivery Location: see comments
 Cost Center: 0106CY
 Comments: Door #1

SO/LPO Information

SO Name	SO #
Example SO	Contract Number here

Item Code	Item Description	Case Desc	Brand	Supplier Code	Purchase Unit	Price	Qty	Subtotal
112A442	ITEM EXAMPLE	1 X 1 EA	AS REQ'D	ENTER YOUR SUPPLIER # HERE	EACH	\$1.0000	5.000	\$5.00
112A443	ITEM EXAMPLE # 2	1 X 1 EA	AS REQ'D	ENTER SUPPLIER # HERE	EACH	\$2.0000	5.000	\$10.00

Page 1 of 2

112A444	KITCHEN EQUIPMENT	1 X 1 EA	AS REQ'D	SUPPLIER # HERE	EACH	\$3.0000	5.000	\$15.00
							Total	\$30.00

Certified Pursuant to Section 32 of FAA

 Requestor

 Date (YYYY-MM-DD)

Approved for the Minister

 Signature (Mandatory)

 Date (YYYY-MM-DD)

Annex A-3 - DEPARTMENT OF NATIONAL DEFENCE Electronic spreadsheet sample

This is the Excel spreadsheet which will be sent to the successful Offeror.

Columns D, E, F and J with the red writing will be the only unlocked cells in which the supplier can enter their corresponding data.

Column D: is for case descriptions, i.e. 1 X 12 EA

Column E: is for the Supplier item code of the line item

Column F: is for the Brand of the line item

Column J: is for the price of the item or case as sold by the supplier

SO Name	SO #	Supplier	Start Date	End Date					
Example SO	Contract Number here	SUPPLY NAME	02 APR 2016	31 MAR 2017					
Item Code	Item Description	Case Description	Supplier Item Code	Brand	UOS	UOM	UOM Qty	Unit Price	
112A442	ITEM EXAMPLE	1 X 1 EA	ENTER YOUR SUPPLIER # HERE	AS REQ'D	EACH	EA	1	\$1.00	
112A443	ITEM EXAMPLE # 2	1 X 1 EA	ENTER SUPPLIER # HERE	AS REQ'D	EACH	EA	1	\$2.00	
112A444	KITCHEN EQUIPMENT	1 X 12 EA	SUPPLIER # HERE	AS REQ'D	CASE	EA	12	\$3.00	

Column B (Item Code) is the DND system generated item code.

Column C (Item description, i.e. Microwave 1000 W...)

Columns I and H are how many items per case

Column G is the Unit of Sale

ANNEX "B" - BASIS OF PAYMENT

1. Pricing

Year #1 – 01 April 2017 to 31 March 2018

Year #2 - 01 April 2018 to 31 March 2019

Year #3 - 01 April 2019 to 31 March 2020

Year #4 - 01 April 2020 to 31 March 2021

Year #5 - 01 April 2021 to 31 March 2022

Unit prices are in Canadian currency.

All-inclusive unit prices and Delivered Duty Paid (DDP) Incoterms 2000.

Applicable tax is not included in the Unit price but must be shown as a separate line item on all invoices.

For any line item(s) exceeding \$10,000.00 under Pricing Basis "B", a minimum of two quotes must be provided to the Identified user.

Annex B-1 is attached as an Excel spreadsheet

Solicitation No. - N° de l'invitation
E6TOR-16NM01/A
Client Ref. No. - N° de réf. du client
E6TOR-16NM01

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46053

Buyer ID - Id de l'acheteur
KIN650
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" - STANDING OFFER REPORT

At a minimum, the Offeror must provide the following data:

- a. Date of call-up
- b. Name of Identified User
- c. Location of Identified User
- d. Value of call-up under Pricing Basis "A"
- e. Value of call-up under Pricing Basis "B"
- e. Value of call-up under Pricing Basis "
- f. Total value of call-up (HST included)

Solicitation No. - N° de l'invitation
E6TOR-16NM01/A
Client Ref. No. - N° de réf. du client
E6TOR-16NM01

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46053

Buyer ID - Id de l'acheteur
KIN650
CCC No./N° CCC - FMS No./N° VME

ANNEX "1" 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)