



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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

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

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

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Title - Sujet Fruits & Vegetables	
Solicitation No. - N° de l'invitation W0114-16V110/D	Date 2017-05-30
Client Reference No. - N° de référence du client W0114-16V110	GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-031-7310
File No. - N° de dossier TOR-6-39061 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-22	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Schmidt, Jeff	Buyer Id - Id de l'acheteur tor031
Telephone No. - N° de téléphone (905)615-2058 ()	FAX No. - N° de FAX (905)615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Kingston Bldg V831, Routledge Hall B52 Sgt/WO Mess C1 Officers Mess/Fort Frontenac RMC/CFJHQ Kingston Ontario K7K7B4 Canada	
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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS.....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF OFFERS.....	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS	4
2.4 APPLICABLE LAWS	5
PART 3 - OFFER PREPARATION INSTRUCTIONS	5
3.1 OFFER PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	7
4.1 EVALUATION PROCEDURES	7
4.2 BASIS OF SELECTION - MANDATORY TECHNICAL CRITERIA ONLY	7
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	8
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	8
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....	10
A. STANDING OFFER.....	10
6.1 OFFER	10
6.2 SECURITY REQUIREMENTS	10
6.3 STANDARD CLAUSES AND CONDITIONS	10
6.4 TERM OF STANDING OFFER.....	10
6.5 AUTHORITIES.....	11
6.6 IDENTIFIED USERS	12
6.7 CALL-UP INSTRUMENT.....	12
6.8 FINANCIAL LIMITATION.....	12
6.9 PRIORITY OF DOCUMENTS	12
6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION	12
6.11 APPLICABLE LAWS	13
B. RESULTING CONTRACT CLAUSES	13
6.1 STATEMENT OF WORK	13
6.2 STANDARD CLAUSES AND CONDITIONS	13
6.3 TERM OF CONTRACT	13
6.4 PAYMENT	13
6.5 INVOICING INSTRUCTIONS	14
6.6 INSURANCE	14

Solicitation No. - N° de l'invitation
W0114-16V110/D
Client Ref. No. - N° de réf. du client
W0114-16V110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39061

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

6.7	SACC MANUAL CLAUSES.....	14
ANNEX A	.....	15
	STATEMENT OF WORK.....	15
ANNEX B	.....	18
	BASIS OF PAYMENT	18
ANNEX C	.....	19
	USAGE REPORTING FORM.....	19
ANNEX D	.....	20
	FINANCIAL EVALUATION.....	20
ANNEX E	.....	21
	ADDITIONAL CERTIFICATIONS.....	21
APPENDIX 1 TO PART 3 OF THE REQUEST FOR STANDING OFFERS	.....	22
	ELECTRONIC PAYMENT INSTRUMENTS	22

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

The Department of National Defence (DND), Rations and Quarters Support Services (R&QSS) Kingston, Kingston, ON, requires the supply and delivery of fruit and vegetable products on as and when required basis, as specified in Annex B, to various sites on the Kingston Canadian Forces Base.

The period of the Standing Offer is from July 1 to September 30, 2017.

The estimated dollar value is \$78,250.00 including GST/HST

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

The requirement is subject to a preference for Canadian goods and/or services.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2017-04-27) 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.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 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 (1 hard copy)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard 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.

Solicitation No. - N° de l'invitation
W0114-16V110/D
Client Ref. No. - N° de réf. du client
W0114-16V110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39061

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

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 Appendix 1, Electronic Payment Instruments, to identify which ones are accepted.

If Appendix 1 to Part 3, 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.
- (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 Mandatory Financial Evaluation

- 4.1.1.1** The Offeror must submit pricing for line items 1-86 in accordance with Annex D – Appendix 1. A Firm Unit Price must be provided for all line items listed in Table 1 – List of Products. Offerors should provide a firm discount or mark down price offered as a percentage for Table 2 – Special Orders in Annex B.
- 4.1.1.2** The price used in the evaluation will be the Extended Price calculated by multiplying the Estimated Usages by the Firm Unit Price (Column A x Column B = Column C) for items 1-86 in accordance with Annex D, Evaluation.
- 4.1.1.3** *SACC Manual* Clause [M0220T](#) (2016-01-28) Evaluation of Price - Offer

4.1.2 Mandatory Items

If the Offeror is not able to provide a requested item, it is up to then Offeror to contact the Contracting Authority no later than five (5) calendar days prior to the closing date and inform the Contracting Authority of the item(s) that cannot be offered. The item(s) will be reviewed and determined if it/they can be purchased by other means and removed from the list.

4.2 Basis of Selection - Mandatory Technical Criteria Only

- 4.2.1** *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) (<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) (<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](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).

Solicitation No. - N° de l'invitation
W0114-16V110/D
Client Ref. No. - N° de réf. du client
W0114-16V110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39061

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

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

5.2.3.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

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

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

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 Statement of Work 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) (<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 a monthly basis to the Standing Offer Authority.

The monthly reporting periods are defined as follows:

- 1st month: July 1 to July 31;
- 2nd month: August 1 to August 31;
- 3rd month: September 1 to September 30.

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 July 1 to September 30, 2017.

Solicitation No. - N° de l'invitation
W0114-16V110/D
Client Ref. No. - N° de réf. du client
W0114-16V110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39061

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex A of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jeff Schmidt
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 33 City Centre Dr
Mississauga, ON L5B 2N5

Telephone: 905-615-2058
Facsimile: 905-615-2060
E-mail address: jeff.schmidt@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

Name: _____
Title: _____
Organisation: _____
Address: _____

Telephone: ____-____-____
Facsimile: ____-____-____
E-mail address: _____

Solicitation No. - N° de l'invitation
W0114-16V110/D
Client Ref. No. - N° de réf. du client
W0114-16V110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39061

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: R&QSS Procurement Section, Kingston.

6.7 Call-up Instrument

The Identified User must create a Call-up against a Standing Offer using form PWGSC-TPSGC 942 or Unitrak Purchase Order for the required goods.

The Offeror must acknowledge receipt of the call-up within four (4) hours of receiving the call-up.

6.8 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$78,250.00 (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 15 calendar days 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.

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) Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reporting Form;
- h) the Offeror's offer dated _____.

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.

6.10.2 SACC Manual Clauses

M3060C (2008-05-12) Canadian Content Certification

6.11 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Statement of Work

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.

6.3 Term of Contract

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 - 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, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Single Payment

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

6.4.4 Electronic Payment of Invoices – Call-up

Solicitation No. - N° de l'invitation
W0114-16V110/D
Client Ref. No. - N° de réf. du client
W0114-16V110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39061

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

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.

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, GST/HST and total.
- c. 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

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](#) (2008-05-12) Insurance

6.7 SACC *Manual* Clauses

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations;
[B7500C](#) (2006-06-16), Excess Goods;

ANNEX A

STATEMENT OF WORK

1. Requirement

The supply and delivery of Fruit and Vegetable produce to the Department of National Defence Kingston on an "as and when required" basis.

All products supplied must be in accordance with the latest issue of the relevant Canadian General Standards and all relevant Acts and Regulations.

GCS 32.250 - Fresh Fruits and Vegetables

2. DND Food Quality Specifications

All goods supplied must be in accordance with the DND Food Quality Specifications located at Buy and Sell (www.buyandsell.gc.ca)

Fresh Fruit (E6TOR-13RM20)
Fresh Vegetables (E6TOR-13RM21)
Herbs and Spices (E6TOR-13RM25)
Legumes (E6TOR-13RM28)

3. Item Sizes and Back Orders

- 3.1 No deviation from sizes will be acceptable unless the stated size is no longer available in the industry. The Supplier must notify the technical authority and the contracting authority and obtain their written acceptance of replacement size.
- 3.2 No back orders will be accepted unless arranged in advance with the technical authority.

4. Final Inspection & Product Acceptance/Rejection

- 4.1 Inspection and acceptance will rest with the Site Authority at the delivery destination. All products supplied must be free of signs of deterioration, spoilage, filth or damage by rodents or insects;
- 4.2 The Site Authority may reject product at the time of delivery and any product(s) must be removed immediately by the Supplier;
- 4.3 Rejected items discovered after delivery must be picked-up within 1 working day of notification of the rejection;
- 4.4 Rejected product(s) must be replaced within 1 working day of notification.

5. Preparation for Delivery

- 5.1 The surface of all boxes/carton must be clearly marked to show the grade, size, net weight and/or quantity, storage instructions and/or special instructions of the product contained in the package;
- 5.2 All boxes/cartons must be clearly labelled with the Supplier's name and address;
- 5.3 The Supplier must supply delivery slips for each delivery.

6. Pallets

- 6.1 All goods must be delivered on registered range or blue pallets only;
- 6.2 The Supplier must implement a tracking system to ensure that the number of outgoing pallets does not exceed the number of pallets delivered by their company;
- 6.3 This register must be verified by the Site Authority;
- 6.4 The Supplier must maintain a record of the number of pallets delivered to and returned by each delivery location. A copy of this record must be provided to the Site Authority;
- 6.5 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.

7. Delivery

- 7.1 Deliveries must be made within 24 hours from receipt of a call-up request;
- 7.2 Suppliers must notify receipt of each order within 4 hours of receipt;
- 7.3 Suppliers must notify ordering office of any shortages for orders placed within 4 hours of receipt of an order (no later than 1600hrs);
- 7.4 Delivery must be made during the period of 6:30 to 11:00 on each delivery day;
- 7.5 Deliveries must be made five days per week, Monday to Friday;
- 7.6 Emergency delivery on weekends due to operational requirements must be available with no changes to pricing. Emergency delivery are defined as a national emergency or aid to civil power (i.e ice storm).

8. Delivery Locations

Deliveries to be direct to the following buildings at CFB Kingston ON K7K 7B4:

- 1. Routledge Hall,
Address: VB31, 9 Parade Rd PO Box 1700, Station Forces
Contact: Procurement Manager

Solicitation No. - N° de l'invitation
W0114-16V110/D
Client Ref. No. - N° de réf. du client
W0114-16V110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39061

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

Contact Number: 613-541-5010 ext. 4233
Fax Number: 613-541-4181

2. Warrant Officer and Sergeant's Mess
Address: VB31, 9 Parade Rd PO Box 1700, Station Forces
Contact: Procurement Manager
Contact Number: 613-541-5010 ext. 4233
Fax Number: 613-541-4181
3. Vimy Officers Mess
Address: Barracks C-1, Vimy Barracks, Vimy Officer's Mess, K7K 2Z2
Contact: Procurement Manager
Contact Number: 613-541-5010 ext. 4233
Fax Number: 613-541-4181
4. Royal Military College
Address: RMC CDH, 22 Amiens Ave PO Box 17000 STN FORCES
Contact: RMC Ration Procurement Manager
Contact phone : 613-541-6000 ex. 6802
Fax; 613-540-8073
5. Fort Frontenac
1 Ontario St
Contact: IC Ration
Contact Number: 613-541-5010 ext. 5963
Fax: 613-541-5830
6. 1 CFJSR
Address: Canadian Forces Joint Signals Regiment, E-30 Clement Bldg. 20 Red Patch ave.
Contact: Chief Cook
Contact number: 613-541-5010 ext. 4067
Fax: 613-541-4367

Buildings may be added or deleted during the Standing Offer Period.

ANNEX B

BASIS OF PAYMENT

Firm unit prices in Canadian funds including fuel costs, delivery costs, FOB Destination, transportation/storage costs, and any overhead costs. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable

1. List of Products

1. Prices stated in Annex B – Appendix 1 are firm for the period of the Standing Offer.
2. See Annex B - Appendix 1, Table 1: List of Products.
3. Refreshing of pricing will be permitted to the Standing Offer Holder on a one (1) month basis. Unit pricing that is increased more than 15% must be accompanied by price support in accordance with SACC Manual Clause C0008T (2007-05-25) Price Support- Non-competitive Bid.

2. Special Orders

The supplier offers to sell any available products other than those listed in Annex B, Table 1 at prices matching those of his general, seasonal and sideline catalogue and / or the price list less a discount of _____%

Special Order items may be purchased during the Standing Offer Period.

In addition to the prices established in Annex B, the supplier can offer special discounts, such as year end sales, production surplus, special sales and promotions, etc., as long as the cost is lower than the prices listed in Annex B – Appendix 1.

ANNEX B - Appendix 1

Note to Offerors: Annex B will be attached based on inputs of the Offeror's Annex D, Evaluation from the winning offer. Annex B, Basis of Payment will then be provided with any resulting Standing Offer.

Solicitation No. - N° de l'invitation
W0114-16F110/C
Client Ref. No. - N° de réf. du client
W0114-16F110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39063

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

ANNEX C

USAGE REPORTING FORM

The data must be submitted to the Standing Offer Authority.

The reporting period is defined as follows:

- 1st month: July 1 to July 31;
- 2nd month: August 1 to August 31;
- 3rd month: September 1 to September 30.

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period

Standing Offer No. W0114-16V110						
Month:						
Unitrak Code	Offerors Code	Item Description	Case Description	Quantity	Firm KG Price or	Firm Case Price
Monthly Total						\$

Solicitation No. - N° de l'invitation
W0114-16F110/C
Client Ref. No. - N° de réf. du client
W0114-16F110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39063

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

ANNEX D

FINANCIAL EVALUATION

For evaluation purposes, a bid price analysis will be performed using firm case prices from Annex B - Basis of Payment and estimated quantities. The estimated quantities are used as a guideline for evaluation purposes and are not a guarantee of actual usage.

ANNEX D - Appendix 1

See attached.

ANNEX E

ADDITIONAL CERTIFICATIONS

1. Board of Directors

In accordance with Part 5, Certifications, Section 5.2.1 Integrity Provisions – List of Names, Offerors are required to provide a list of their Board of Directors before contract award. Offerors are requested to provide this information in their bid.

Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Solicitation No. - N° de l'invitation
W0114-16F110/C
Client Ref. No. - N° de réf. du client
W0114-16F110

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-6-39063

Buyer ID - Id de l'acheteur
tor031
CCC No./N° CCC - FMS No./N° VME

APPENDIX 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)

Annex D - Appendix 1
Table 1 - List of Products

Item #	UNITRAK Code	Supplier Code	Item Description	Requested Size Format / Unit of Measure (UoM)	Suppliers Case Description (if different)	Offered Brand	Estimated Usages for 3 months (UoM)	Firm Price Per Case	UoM	Extended Price
							A	B		C=(AxB)
1			Apples, Granny Smith	1 x 19.05kg			3661	\$	kg	\$
2			Grapes, Green Seedless	1 x 8.2kg			197	\$	kg	\$
3			Grapes, Blue with Seeds	1 x 9.07kg			295	\$	kg	\$
4			Melon, Honeydew	1 x 10kg			1782	\$	kg	\$
5			Cantaloupe	1 x 9.07kg			4401	\$	kg	\$
6			Kiwi	1 x 3 kg			248	\$	kg	\$
7			Nectarines	1 x 11.34kg			113	\$	kg	\$
8			Plums, Fresh	1 x 12.7kg			127	\$	kg	\$
9			Oranges, Tangerines	1 x 18.14kg			218	\$	kg	\$
10			Strawberries	1 x 3.64kg			2647	\$	kg	\$
11			Blueberries, Fresh	1 x 4.7kg			533	\$	kg	\$
12			Cherries, Fresh	1 x 4.983kg			25	\$	kg	\$
13			Pineapple, Fresh	1 x 17kg			9306	\$	kg	\$
14			Apples, Golden Delicious	1 x 19.05kg			5246	\$	kg	\$
15			Apples, Royal Gala	1 x 18 kg			2308	\$	kg	\$
16			Apples, Spartan	1 x 310g			30	\$	kg	\$
17			Apples, Red Pink Lady	1x 20 kg			240	\$	kg	\$
18			Apples, Fuji	1 x 310g			7	\$	kg	\$
19			Lettuce, Head, Iceberg	1 x 21.2kg			1102	\$	kg	\$
20			Lettuce, Romaine	1 x 19.05kg			1609	\$	kg	\$
21			Mushrooms, Portobello	1 x 454g			10	\$	kg	\$
22			Onions, Spanish	1 x 22.650kg			10671	\$	kg	\$

23				Peppers, Yellow	1 x 11kg				1971	\$		kg	\$
24				Peppers, Green	1 x 11kg				2851	\$		kg	\$
25				Radishes	14 x 454g bags				261	\$		kg	\$
26				Peppers, Red	1 x 11kg				2874	\$		kg	\$
27				Spinach, Fresh	12 x 283g bags				309	\$		kg	\$
28				Tomatoes, Cherry	1 x 6.13kg				1913	\$		kg	\$
29				Utility Tomatoes	1 x 5kg				897	\$		kg	\$
30				Zucchini, Green	1 x 9.07kg				2238	\$		kg	\$
31				Alfalfa Sprouts	12 x 145g square				2	\$		kg	\$
32				Celery, Fresh	1 x 22.68kg				5800	\$		kg	\$
33				Cucumbers, English	1 x 5.4kg				5226	\$		kg	\$
34				Beans, Green	6 x 2 kg				151	\$		kg	\$
35				Lettuce, California Mix	1 x 3.10g				3	\$		kg	\$
36				Peas, Snap	2kg				31	\$		kg	\$
37				Squash, Butternut	1 x 1 kg				30	\$		kg	\$
38				Tomatoes, Grape	12 x 500g per box				238	\$		kg	\$
39				Lettuce, Romaine, Chopped	5 kg				100	\$		kg	\$
40				Bananas (#2)	1 x 18.20kg				1454	\$		kg	\$
41				Pears	1 x 19.96kg				41	\$		kg	\$
42				Watermelon	1 x 5kg				18399	\$		kg	\$
43				Grapes, Red Seedless	1 x 8.20kg				183	\$		kg	\$
44				Turnips	1 x 22.68kg				104	\$		kg	\$
45				Asparagus Spears, Green	1 x 12.73kg				98	\$		kg	\$
46				Bean Sprouts, Fresh	1 x 1kg				55	\$		kg	\$
47				Brussels Sprouts, Fresh	1 x 11.34kg				15	\$		kg	\$
48				Cauliflower, Fresh	1 x 14.52				351	\$		kg	\$
49				Corn On the Cob	1 x 20.4kg				13	\$		kg	\$
50				Cucumbers, Regular	1 x 11.34kg				322	\$		kg	\$
51				Peas, Snow	1 x 4.54kg				221	\$		kg	\$
52				Blackberries, Fresh	1 x 10kg				1385	\$		kg	\$
53				Mushrooms, White Button	1 x 2.27kg				755	\$		kg	\$
54				Mushrooms, Shiitake	1 x 1.36kg				14	\$		kg	\$
55				Peppers, Orange	5kg				92	\$		kg	\$
56				Onions, Yellow	1 x 22.68kg				1098	\$		kg	\$
57				Onions, Red	1 x 11.34kg				1379	\$		kg	\$
58				Cabbage, Green	1 x 22.68kg				2870	\$		kg	\$
59				Cabbage, Red	1 x 22.68kg				2122	\$		kg	\$
60				Carrots	23kg bag				6845	\$		kg	\$
61				Apples, Macintosh	1 x 120 ea.				25680	\$		each	\$

