



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

Room 1650, 635 8th Ave. S.W.

Calgary

Alberta

T2P 3M3

Bid Fax: (403) 292-5786

**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/Travaux  
publics et Services gouvernementaux Canada  
Room 1650, 635 8th Ave. S.W.

Calgary

Alberta

T2P 3M3

<b>Title - Sujet</b> Composite Food Packages	
<b>Solicitation No. - N° de l'invitation</b> W0117-17H002/A	<b>Date</b> 2017-07-12
<b>Client Reference No. - N° de référence du client</b> W0117-17H002	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$CAL-129-6609
<b>File No. - N° de dossier</b> CAL-7-40005 (129)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-07-28</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Izzotti, Diana	<b>Buyer Id - Id de l'acheteur</b> cal129
<b>Telephone No. - N° de téléphone</b> (403)680-6109 ( )	<b>FAX No. - N° de FAX</b> (403)292-5786
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE BLDG 1, PO BOX 1700 STN FORCES WINNIPEG Manitoba R3J0T0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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W0117-17H002/A  
Client Ref. No. - N° de réf. du client  
W0117-17H002

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

Buyer ID - Id de l'acheteur  
Cal129  
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 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 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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

The Department of National Defence (DND), 17 Wing, Winnipeg, Manitoba requires Regional Individual Standing Offers for the supply of Composite Food Packages in four (4) geographical locations listed below:

- 1) Kenora, Ontario
- 2) Thunder Bay, Ontario
- 3) Regina, Saskatchewan
- 4) Saskatoon, Saskatchewan

Offerors may submit an offer for one or more locations.

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The Composite Food Packages requirement consists of; the supply of food and beverages, preparation of boxed lunches, snacks, and hot and cold meals, as requested by DND in accordance with the requirements detailed herein and the meals menu detailed in Annex B, Basis of Payment.

The requirement is on an "as and when requested" basis for one (1) year from the date of issuance (anticipated to be September 1<sup>st</sup> 2017) with (2) consecutive one year option periods, in accordance with the requirements detailed herein.

**1.2.1** Canada will award up to four (4) individual Standing Offers.

**1.2.2** The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

**1.2.3** The requirement is subject to a preference for Canadian goods.

### **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: 120 days

#### **2.1.1 SACC Manual Clauses**

A0069T (2007-05-25) Basis of Selection  
A3015T (2014-06-26) Certifications - Bid  
C9000T (2010-08-16) Pricing  
M0019T (2007-05-25) Firm Price and/or Rates

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M0220T (2016-01-28) Evaluation of Price - Offer

## **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.

### **2.2.1 Supporting Documentation**

The Offeror must provide the following documents with the offer;

1. Food Handling Certification for current staff, (and to be submitted when additional staff are hired).
2. Valid Occupancy Permit for the facility
3. Valid Health Permit for the food processing facility.
4. The address showing the Offeror's kitchen site is located within the city or within a 50 km radius of the city of the geographical location specified in Annex B, Basis of Payment of the Offeror's bid.

If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

## **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**

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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 Alberta.

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) and 1 soft copy on Excel to be emailed to **WST-PA-CAL@pwgsc-tpsgc.gc.ca**

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 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 "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" 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 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

### **COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:**

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
3. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

Item	Mandatory Criteria	Yes	No	Bidder's Cross Reference
1.	The Offeror's kitchen site must be located within the city or within a 50 km radius of the city of the geographical location specified in Annex B, Basis of Payment of the Offeror's bid.			Address of facility:
2.	Valid Occupancy Permit for the facility			Certificate to be provided
3.	The Offeror's kitchen must be certified by the local municipality's Health Authority.			Certificate to be provided
4.	Food Handling Certification for current staff, (and to be submitted when additional staff are hired). The Offeror and staff must adhere to the Sanitation Code for Canada's Food Services Industry at all times when processing the foods and beverages.			Certificates to be provided

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

## 4.2 Basis of Selection

### 4.2.1 Basis of Selection

*SACC Manual* Clause M0069T (2007-05-25) Basis of Selection

## 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.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the 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](#).

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

#### **5.1.2.1.1 Canadian Content Definition**

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

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### **5.2.1 Integrity Provisions – 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](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 Annexe "A".

#### **6.2 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](#)

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(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

## **6.2.1 General Conditions**

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## **6.2.2 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 "D ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

## **6.3 Term of Standing Offer**

### **6.3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from September 1<sup>st</sup> 2017 to August 31<sup>st</sup> 2018.

### **6.3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2) periods of one (1) year, from September 1<sup>st</sup> 2018 to August 31<sup>st</sup> 2019 and September 1<sup>st</sup> 2019 to August 31<sup>st</sup> 2020 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

## **6.4 Authorities**

### **6.4.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Diana Izzotti  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch - Directorate; Western Region  
Address: 1650, 635 - 8 Ave SW Calgary AB T2P 3M3  
Telephone: 403-680-6109  
Facsimile: 403-292-5786  
E-mail address: diana.izzotti@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.

#### 6.4.2 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.

#### 6.4.3 Offeror's Representative

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

Title: \_\_\_\_\_

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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

PBN number: \_\_\_\_\_

#### 6.5 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defense (DND).

## **6.6 Call-up Procedures**

## **6.7 Call-up Instrument**

The Work will be authorized or confirmed by DND using the Food Services Request (FSR) form.

## **6.8 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

## **6.9 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ To Be Determined (Applicable Taxes excluded) 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.

## **6.10 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (2016-04-04) General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_

## **6.11 Certifications and Additional Information**

### **6.11.1 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.

### **6.11.2 SACC Manual Clauses**

M3060C (2008-05-12) Canadian Content Certification

### **6.12 Applicable Laws**

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

### **6.13 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

[2029](#) (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract (for call-ups under \$25,000.00)

[2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract (for call-ups over \$25,000.00)

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**

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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 lot price(s), as specified in Annex B for a cost of \$ To Be Determined in each call-up. 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**

C6000C (2011-05-16) Limitation of Price

### **6.4.3 Single Payment**

H1000C (2008-05-12) Single Payment

### **6.4.4 Electronic Payment of Invoices – Contract**

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);

## **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.
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**

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*SACC Manual* clause G1005C (2016-01-28) Insurance

## **6.7 SACC Manual Clauses**

*SACC Manual* clause B7500C (2006-06-16) Excess Goods

## **ANNEX "A" REQUIREMENT**

### **1. REQUIREMENT**

The Department of National Defence (DND), 17 Wing, Winnipeg, Manitoba requires Regional Individual Standing Offers for the supply of Composite Food Packages in four (4) geographical locations listed:

1. Kenora, Ontario
2. Thunder Bay, Ontario
3. Regina, Saskatchewan
4. Saskatoon, Saskatchewan

The 'Composite Food Packages' consists of the supply of food and beverages, preparation of boxed lunches, and hot and cold meals as requested by DND in accordance with the requirements detailed herein, and the meals menu detailed in Annex B, Basis of Payment.

### **2. GEOGRAPHICAL LOCATIONS:**

NOTE: The Offeror's kitchen site must be located within the city or within a 50 km radius of the city of the geographical location specified in Annex B, Basis of Payment of the Offeror's bid.

### **3. WORK INCLUDED:**

- 3.1. At no time will menu substitutions be authorized without prior approval of the 17 Wing Food Services Officer.
- 3.2. Meals requested under this Standing Offer will only be authorized by a "Food Services Request (FSR)". **Where possible the FSR will be given to the Offeror twenty-one (21) days in advance. No meals will be supplied with less than forty-eight (48) hours advance notice.** The FSR must be retained by the Offeror and submitted with the applicable invoice to the address stated in the Standing Offer.
- 3.3. No deliveries are required under the Standing Offer.  
All orders will be picked up and signed for by DND personnel at the Offeror's premises.
- 3.4. Dispersed meals must be produced using foods that travel well and can hold cold and/or hot temperatures for reasonable periods of time. Therefore, food and equipment must be prepared in accordance with instructions identified herein.
- 3.5. With the exception of boxed lunches, each hot meal must be accompanied by a card indicating serving instructions for each item (i.e. 1 pork chop, 125 g soup, 125 g of vegetables).

### **3.6. Boxed Lunches**

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The following guidelines must be applied to the preparation and service of all boxed lunches;

- a) Foods used for boxed lunches must be prepared no earlier than twenty-four (24) hours in advance of pick-up. At no time must leftovers be used.
- b) Boxed lunches will be consumed within twenty-four (24) hours of preparation and must be clearly marked to show date and time of preparation and the name of the person who prepared the meal.
- c) Partial freezing of small containers of juice to aid in maximizing cold temperatures in box lunches is acceptable provided that there is sufficient time for the beverage to be completely thawed prior to consumption.
- d) It is likely there will only be one pick up per day (if only one meal required). There may also be times when three pickups a day are required. Pick up times are estimated to be: 0700hrs for breakfast, 1130hrs for Lunch, and 1630 hrs for Supper. Note: pick up timings will fluctuate and require some flexibility depending on the requirement.

### **3.7. Hot Meals (Hay Boxes - to be supplied by DND)**

- a. Foods used for hay boxes must be prepared the same day of consumption. At no time must leftovers be used.
- b. Easily contaminated foods such as creamed soups and creamed chicken must not be used.
- c. Hot foods must be at or just under the boiling point of water (99.97°C) when placed in insulated containers.

### **3.8. Preparation of Hay Boxes**

- a. Inserts provided for food items must always be used.
- b. Inserts and rubber seals must be removed, then cleaned and sanitized. After inserts are cleaned and sanitized they must be placed in boiling water until ready for use.
- c. The hay box must be filled with boiling water approximately one (1) hour prior to use.
- d. The water from the hay boxes must be removed before the inserts are placed inside. Immediately after the water is removed, the inserts must be placed into the hay box.
- e. Fill inserts with hot foods approximately one (1) inch from the top of the container.

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- f. Placing a small amount of boiling water in the hay box prior to packing the inserts is acceptable provided that care is taken to ensure that excess water does not overflow into the inserts.
- 3.9. No meals will be consumed on the Offeror's premises. This Standing Offer is for dispersed meals only.
- 3.10. At no time must bulk foods be substituted for prepared food items.
- 3.11. Invoices are to be submitted to the address on page 1 of the resulting Standing Offers. No invoices are to be sent to the individual DND reserve units.
- 3.12. All food orders must be signed for by DND personnel upon pick up.
- 3.13. All juices must be pure and not 'juice like' beverages.
- 3.14. All menu items are listed in 'minimum portion' sizes.
- 3.15. Uncontrollable operational conditions may arise from time to time that will require the cancellation or delay of food services from the Offeror. Such conditions are described as last minute delays or cancellations of training exercises due to equipment failures, operational changes in exercise schedules or last minute emergency support requests in support of national interests (i.e. OP NOAH, OP ICE STORM). Cancellations or amendments to Food Services Requests in every case will be made with the Offeror within forty-eight (48) hours of the date the food service is required.
- 3.16. All food preparation under this Standing Offer must be carried out in the kitchen located at the Offeror's site identified in the proposal. Any deviation from this location **MUST** have the prior approval of the Food Services Officer and the Contracting Authority.
- 3.17. Offerors agree to the provision of having a representative of DND do a periodic kitchen walk through, approximately every six (6) months, to ensure proper hygiene and sanitation codes are being followed. Also, to action any recommendations as a result of that walk through as seen fit.
- 3.18. The Offeror's kitchen **must** be certified by the local municipal's health authority.
- 3.19. The Offerors **must** adhere to the Sanitation Code for Canada's Food Services Industry at all times.

#### **4. ESTIMATED USAGES;**

- 4.1 The estimated usages shown in Annex B, Basis of Payment are for evaluation purposes only.
- 4.2 DND estimate usage per location as follows, but the exact number of troops is unknown at this point;

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- a. Kenora, Ontario: approximately 1500 meals required (500 Breakfast, 500 Lunch, 500 Supper) are projected to be consumed over the course of one year training cycle (Sept 2017- August 2018)
  - b. Thunder Bay, Ontario: approximately 4200 meals (1400 Breakfast, 1400 Lunch, 1400 Supper) are projected to be consumed over the course of one year training cycle (Sept 2017- August 2018)
  - c. Regina, Saskatchewan: approximately 5100 meals (1700 Breakfast, 1700 Lunch, 1700 Supper) are projected to be consumed over the course of one year training cycle (Sept 2017- August 2018)
  - d. Saskatoon, Saskatchewan: approximately 5100 meals (1700 Breakfast, 1700 Lunch, 1700 Supper) are projected to be consumed over the course of one year training cycle (Sept 2017- August 2018)

## **5 PEAK PERIODS**

Estimated peak usage periods;

- a. Kenora, ON; 40 days including one 3 day weekend per winter month plus one summer exercise
- b. Thunder Bay, ON; 110 days including one 3 day weekend per month plus one fall exercise
- c. Regina, SK; 40 days including one 3 day weekend per winter month plus one summer exercise
- d. Saskatoon, SK; 210 days including one 3 day weekend per winter month plus one summer exercise and various courses

## **ANNEX "B" - BASIS OF PAYMENT**

### **See attached Excel sheets**

This section, when complete, will be considered to be the Offeror's financial offer.

Offeror's may submit an offer for one or more locations.

Offeror's **must** provide pricing for each period of the Standing Offer at the location of their choice. An incomplete pricing table may render the offer non-compliant.

Offerors **must** submit firm, all inclusive prices for each "Unit of Issue" and for every menu on the list for each period of the proposed Standing Offer Agreement.

### **Period of the Standing Offer:**

**Year 1: Sept 1<sup>st</sup> 2017 to August 31<sup>st</sup> 2018**

**Option Year 1: Sept 1<sup>st</sup> 2018 to August 31<sup>st</sup> 2019**

**Option Year 2: Sept 1<sup>st</sup> 2019 to August 31<sup>st</sup> 2020**

Offerors shall provide offers as per the complete "Unit of Issue" requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

Rates must include all costs associated with providing the goods in accordance with Annex "A" - Statement of Work. GST is extra, and is to be shown as a separate item on any resulting invoice.

Offeror's changes to the Basis of Payment tables are not permitted.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Offerors' offer shall be changed to reflect the quantities stated in the RFSO. The estimated quantities required are provided for evaluation purposes only.

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File No. - N° du dossier

Buyer ID - Id de l'acheteur  
Cal129  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C" 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);

