

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

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
Commercial Acquisitions & Fast Track Procurement
Div/Div des Acquisitions commerciales et achats en régime
accéléré
11 Laurier St. / 11 rue Laurier
6A2-16, Place du Portage
Phase III
Gatineau
Québec
K1A 0S5

Title - Sujet Food Supply and Distribution	
Solicitation No. - N° de l'invitation W6399-180397/C	Date 2018-04-17
Client Reference No. - N° de référence du client 6100000248	GETS Ref. No. - N° de réf. de SEAG PW-\$\$PD-008-74746
File No. - N° de dossier pd008.W6399-180397	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-04-27	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Simard(pd008), Remi	Buyer Id - Id de l'acheteur pd008
Telephone No. - N° de téléphone (873)469-3193 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
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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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, Basis of Payment, Periodic Usage Report and the Electronic Payment Instruments. The Appendix include the Instructions for completing the Electronic Financial Offer Template (EFOT)

1.2 Summary

The Department of Defense (DND) has a requirement for a Regional Individual Standing Offer (RISO) for the provision of grocery items including protein, fruits, vegetable and other canned goods on an "as and when" requested basis and to be delivered to Dwyer Hill Training Centre in Ottawa, Ontario.

The period of the Standing Offer will be from May 1 to July 31, 2018

The Request for Standing Offers (RISO) is to establish a Regional Individual Standing Offers for the items in accordance with requirement at Annex B detailed in the RFSO, to the Identified Users in the National Capital Area.

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information."

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PD008
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1.3 Security Requirements

There are no security requirements associated with the requirement of the Standing Offer.

1.4 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.

The 2006 standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."
- Section 07, entitled Delayed offers, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"
- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO. The facsimile

number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.

- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
 - i. receipt of garbled or incomplete offer;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of an offer; or
 - vii. security of offer data.
- c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.

2. ePost Connect

- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit an offer using epost Connect service, the Offeror must either:
 - i. send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The RFSO number must be identified in the epost Connect message field of all electronic transfers.

- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
 - i. receipt of a garbled or incomplete offer;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer;
 - vii. security of offer data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.

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 five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

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

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

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer one (1) hard copy

Section II: Financial Offer one (1) hard copy, and one (1) soft copies on CD, DVD or USB key.

Section III: Certifications one (1) hard copy

Section IV: Additional Information one (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 fiber 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.

Offerors must submit firm unit prices for a minimum of 90% of the 411 items listed in Annex B, basis of payment, Delivery Duty Paid, Ottawa, Ontario, Incoterms 2000. Transportation costs are to be included in unit prices. Applicable Taxes extra.

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.

Section IV: Additional Information

3.1.3 Offerors should complete the Driver's Information Table in Annex B.

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

4.1.1.1 Mandatory Technical Criteria

Offers must meet all technical requirements as detailed in the RISO

- a) Offeror must provide pricing for a minimum of **90%** of the 411 items listed in Annex B (minimum of 370 items). Failure to meet this requirement will declare the bid non-responsive.
- b) Offeror must certify that all goods supplied will be in accordance and compliant to the latest issue of the relevant specification must meet this Military Standard as indicated in this link found on www.buyandsell.gc.ca

<https://buyandsell.gc.ca/procurement-data/search/site/DND%2520Food%2520Quality%2520Specifications>

The certifications listed above should be submitted with the offer, but may be submitted afterwards. If any of these required certification 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 listed above within the time frame provided will render the offer non-responsive.

4.1.2 Financial Evaluation

- 4.1.2.1 Offerors must submit firm unit prices, Delivery Duty Paid, Ottawa Ontario, Incoterms 2000 as detailed in Annex B. Transportation costs are to be included in unit prices. Taxes are extra.

4.1.2.2 Evaluation Methodology

For each item in Annex B for which all Offerors have submitted a price an evaluated price will be derived from the estimated number of packages (T) multiplied by the price per evaluated unit of measure (Q) multiplied by the Total offered volume / weight per offered packaging option (N). (Where the unit of measure at column O is the same as unit of measure at column H. Otherwise values at column Q will be calculated to match units.)

$(U = T \times Q \times N)$ * Adjusted to match units of measure

Prices in column U will be aggregated in a Total

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

The responsive offer with the lowest overall evaluated total price will be recommended for issuance of a standing offer.

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.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

6A. STANDING OFFER

6A.1 Offer

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

6A.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

6A.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.

6A.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6A.3.2 Standing Offers Reporting

6A.3.2.1 Periodic Usage Reports - Standing Offer

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

The Offeror must provide an electronic version of this data, 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 reporting periods are defined as follows:

First report: May 1 to May 31, 2018.

Second report: June 1 to June 30, 2018

Third report: July 1 to July 31, 2018.

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

6A.4 Term of Standing Offer

6A.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from award date to July 31, 2018.

6A.4.2 Delivery Points

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

6A.5 Authorities

6A.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Rémi Simard
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Programs
Directorate: CAAMS
Address: 11 Laurier St., 6All-16, Gatineau, Québec, K1A 0S5

Telephone: 873-469-3193
E-mail address: Remi.Simard@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.

6A.5.2 Project Authority (DND)

The Project Authority for the Standing Offer is: (to be completed at award)

Name: _____
Title: _____
Organization: _____
Address: _____

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

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

6A.5.3 Offeror's Representative (Please fill out the information)

Name: _____

Organization: _____

Address: _____

City _____ Province _____

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Buyer ID - Id de l'acheteur
PD008
CCC No./N° CCC - FMS No./N° VME

Postal Code : _____

Telephone: _____ - _____ - _____

E-mail address: _____

6A.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of Defence
Dwyer Hill Training Centre

6A.7 Call-up Instrument

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

Or

An equivalent form or electronic call-up document which at a minimum:
Identifies the Standing Offer number;
Signifies acceptance of the terms and conditions of the Standing Offer;
Includes a description and a unit price for each item on the call up;
Identifies the total value of the call up;
Identifies a point of delivery;
Acknowledges that funds are available under Section 32 of the *Financial Administration Act*;
Acknowledges the User's authority to enter into a contract.

6A.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000 (Applicable Taxes included).

6A.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 2029 (2016-04-04) General Conditions – Standing Offer - Goods or Services (Low dollars Value)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____

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6A.10 Certifications and Additional Information

6A.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.

6A.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 Ontario.

6B. 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.

6B.1 Requirement

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

6B.2 Standard Clauses and Conditions

6B.2.1 General Conditions

2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

6B.3 Term of Contract

6B.3.1 Period of the contract

The period of the Contract is from date (to be filled at award)

6B.3.2 Delivery Date

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

6B.4 Payment

6B.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 price, as specified in contract (Call-up against the Standing Offer). 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.

6B.4.2 Multiple Payments

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

6B.4.3 Electronic Payment of Invoices – Call-up (to be completed at award)

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);

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W6399-180397

Amd. No. - N° de la modif.
File No. - N° du dossier
PD008. W6399-180397

Buyer ID - Id de l'acheteur
PD008
CCC No./N° CCC - FMS No./N° VME

6B.5 Invoicing Instructions

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 original and one (1) copy must be forwarded to the address specified in each Call-Up for certification and payment

6B.6 SACC Manual Clauses

B3003C 2007-05-25 Grades of Meat
B7500C 2006-06-16 Excess Goods
D0014C 2007-11-30 Delivery of Fresh Chilled or Frozen Products
D0018C 2007-11-30 Delivery and Unloading
D3004C 2007-11-30 Type of Transport
D3007C 2007-11-30 Inspection and Stamping
D5311C 2007-11-30 Right of Access and Inspection of Meat
G1005C 2016-01-28 Insurance

ANNEX A

Requirement

1. Requirement

To supply and deliver meats, protein, dairy products and various grocery items, as specified in Annex B, to the Department of National Defence (DND), in Ottawa on an « as and when requested » basis.

All goods supplied must be in accordance with the latest issue of the relevant specification must meet this Military Standard as indicated in this link found on www.buyandsell.gc.ca

<https://buyandsell.gc.ca/procurement-data/search/site/DND%2520Food%2520Quality%2520Specifications>

2. Delivery

Delivery must be made within two (2) calendar days from receipt of a Call-Up document.

The Offer must make deliveries to the location listed above and must deliver the goods to the building listed on the call up.

Delivery days must be daily from Monday to Friday between the hours of 7am and 12pm.

2.1 Additional Terms

The expiration date on fresh products must be a minimum four to seven calendar days after the delivery date.

Back orders will not be accepted.

The offeror must accept customer cancellations to call up if they occur 24 hours in advance.

The Offeror must replace any rejected item(s) within 48 hours of notification of rejection. The contracting authority will be notified of each rejection and motive for rejection by email.

3. Delivery Locations

Name of Installation	Adresses	Building Number
Russell Lines	8355, Franktown Road, Richmond (Ontario) K0A2Z0	Building 25

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ANNEX "B"

BASIS OF PAYMENT

**Electronic Financial Offer Template (EFOT)
(Provided as an electronic attachments)
Upon issuance of any resulting Standing Offer,
Annex "B" will contain the Resulting Electronic Price List**

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ANNEX "C" 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);

ANNEX "D"

Electronic Standing Offer Usage Report

(Provided as an electronic attachments)

Instructions for Completing the Electronic Standing Offer Usage Report

1. General Instructions

Qualified Offerors will be supplied with the Electronic Standing Offer Usage report template at such time as a Standing Offer is issued to them. Subsequently, as required, Offerors may request that the Standing Offer Authority send a copy of the Electronic Standing Offer Usage report template to them by e-mail.

Offerors must complete the Electronic Standing Offer Usage report in accordance with the instructions below.

2. Electronic processing of Standing Offer Usage Report

Reports must be submitted by electronic mail to the Standing Offer Authority in the ".XLS" or ".XLSX" (Excel compatible) file format.

2.1 The Standing Offer usage report will be processed by PWGSC using electronic automation. If the Offeror's report is submitted in a way that prevents automated processing, the report will be deemed as unacceptable and returned to the Offeror with information pertaining to the deficiency.

2.2 The use of the "Copy" and "Paste" feature may negatively impact certain aspects of the template. PWGSC suggests Offerors use "Copy" and "Paste Special - Values".

3. Itemized reporting

Offerors must include the requested data for every item sold as a result of call ups against the Standing Offer.

4. Field descriptions and input instructions

Fields in the Report are identified by column heading or by tag. The purpose of each field is described and the instructions for completing the field are provided below.

Part I: Report Header

a) Standing Offer Number

The Offeror must enter the Standing Offer number which appears on the cover page of their Standing Offer.

b) Company Name

The Offeror must enter their legal company name.

c) Period

The Offeror must select the Quarter for which it is submitting a report from the pull down list. Offerors must submit a report for every quarter.

Part II: Report Body

a) Delivery point

Offerors must enter the location name or address where the item was delivered.

b) Invoice number

Offerors must enter their invoice number for each item sold as a result of a call up against the Standing Offer. Offerors may aggregate more than one item per invoice number.

c) Qty

Offerors must enter the quantity of items sold as a result of a call up against the Standing Offer. If the unit of sale is for multiple individual units, this field should reflect the number of units of sale sold. Example (if the Unit of Sale is dozen, and one dozen was sold the QTY field should indicate "1"). Alternatively if the Unit of Sale is dozen and 6 individual pieces are sold the QTY field should indicate "0.5"

d) Manufacturer / Brand

This field must contain the Manufacturer of the item sold as a result of a call up against the Standing Offer. While the Brand and Manufacturer of a product may in some instances be interchangeable, this is not always the case. The Offeror must enter the name of the Manufacturer of the item sold as a result of a call up against the Standing Offer.

e) Manufacturer's Product Code

Offerors must enter the Manufacturer's Model Number for the item sold as a result of call ups against the Standing Offer.

f) Offeror SKU

Offerors must enter their part number (or SKU) for the item sold as a result of call ups against the Standing Offer exactly as it is listed in the "Offeror's Part Number" field of the Price List submitted with their offer.

g) Unit of Sale

This field represents the Unit of Sale for the item sold as a result of call ups against the Standing Offer. The Unit of Sale "ea." typically represents the smallest unit of sale for an item. case, bag or box should include # of items per case, bag or box. Example: box of 12

h) Description

This field must contain a short description of the item sold as a result of call ups against the Standing Offer and must at a minimum include sufficient information to identify the primary purpose of the item and its core defining attributes. (Chicken Fillets, Breaded, Frozen)

i) Date of Invoice

Offerors must enter the date at which the call up for the item sold as a result of call ups against the Standing Offer was invoiced. The date must be entered using the YYYY-MM-DD format.

j) Unit Price

This field must contain the Offeror's price invoiced per unit of issue for the item sold as a result of call ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters.

k) Extended Price

This field must contain the Offeror's price invoiced per unit of issue multiplied by the quantity of each items sold as a result of call ups against the Standing Offer. The Offeror must enter a numerical value which represents the price in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters.

Appendix 1

Instructions for Completing the Electronic Financial Offer Template

1 General Instructions

Offerors must complete the Electronic Financial Offer Template (EFOT) provided as an electronic attachment to this requirement, in accordance with the instructions below. The EFOT submitted with the Offer will form part of any resulting Standing Offer as the pricing basis.

Each row in the Financial Offer Template represents one item.

Offerors must save a copy of the completed EFOT in Excel compatible format (.XLSX or .XLS) on a Compact Disk (CD) or Digital Versatile Disc (DVD) or USB stick and include it with their Offer.

Offerors must print a copy of each tab of the EFOT and include it with their Offer. Print Formatting, Header and Footer information for printing purposes is included in the EFOT; Offerors must not change this information.

2 Electronic Processing of Financial Offer Template

The Electronic Financial Offer Template may be processed for evaluation by PWGSC using electronic automation. As such, Offerors must not unlock or change the format of the Electronic Financial Offer Template in any way. At the time of evaluation, if the Offeror's Electronic Financial Offer Template has been reformatted changed in a way that prevents automated processing, the Offer may be found non-responsive.

3 Field Color

All green colored fields are requested to be populated by the Offeror in compliance with the instructions below;

Orange fields represent fields that are calculated automatically and require no data entry;

White fields are fields populated by Canada and require no data entry;

Yellow, gray and blue colored fields are headers and require no entry;

4 Field Descriptions and Input Instructions

Fields in the Electronic Financial Offer Template are identified by column heading. The purpose of each field is described and the instructions for completing the field are provided.

A) Item No.

Purpose: This field represents a number assigned to the line item in the list for the purpose of this solicitation. Any amendments or questions pertaining to the line items or products requested will be addressed by this item number during the solicitation period.

Input instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

B) Product / Item Description

Purpose: This field represents a brief description of the item required.

Input instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

C) Grading and sizing

Purpose: This field represents the grading and sizing, where applicable, for the item required.

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

D) Requested Item count per package

Purpose: This field represents the number of items included in a package. Example (12 cans of tomato paste per box)

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

E) Item Format / Size

Purpose: When associated with the unit of measure in column F, this field represents the volume, weight, count of the item required (170 ml, 454 g, 20 ea.)

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

F) Unit of Measure

Purpose: This field represents the unit of measure (weight, volume, count) associated with the value in column E.

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

G) Total requested volume / weight / count per requested packaging option

Purpose: When associated with the Unit of measure in column H, this field represents the total volume, weight or count of items requested per preferred packaging option

Input Instructions: This field is automatically calculated, no data entry on behalf of the Offeror is required.

H) Unit of Measure

Purpose: This field represents the unit of measure (weight, volume or count) associated with the value in column G.

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

I) Offered Brand

Purpose: This field represents the brand or manufacturer name of the line item.

Input Instructions: If the cell color is light green the offeror is requested to enter the brand name of the product offered. If the cell color is white, the offeror will supply the requested brand.

J) Offered Product Code

Purpose: This field represents the manufacturer's product code for the line item.

Input Instructions: If the cell color is light green the offeror is requested to enter the manufacturer product code of the product offered. If the cell color is white, the offeror will supply the requested product code.

K) Offered Item Count per Package

Purpose: This field represents the number of items included in a package. Example (12 cans of tomato paste per box)

Input Instructions: The offeror is requested to enter the number of items included in the proposed packaging option. This field may only contain numeric values (no letters, commas or special characters)

L) Item Format / Size

Purpose: When associated with the unit of measure in column M, this field represents the volume, weight, format of the item required (170 ml, 454 g, 20 ea.)

Input Instructions: The offeror is requested to enter the format count or size of items included in the proposed packaging option. This field may only contain numeric values (no letters, commas or special characters)

M) Unit of Measure

Purpose: This field represents the unit of measure (weight, volume, count) associated with the value in column L.

Input Instructions: The Offeror is requested to select the appropriate unit of measure from the drop down menu. No other value will be accepted.

N) Total offered volume / weight per offered packaging option

Purpose: When associated with the Unit of measure in column O, this field represents the total volume, weight, count of items requested per preferred packaging option

Input Instructions: This field is automatically calculated, no data entry on behalf of the Offeror is required.

O) Unit of Measure

Purpose: This field represents the unit of measure (weight, volume, count) associated with the value in column N.

Input Instructions: This field is automatically calculated, no data entry on behalf of the Offeror is required.

P) Price per Offered packaging option

Purpose: This field represents the price for the packaging option for the line item as described in columns I through O. Example (price for a box 16 x 454 grams of product "x" with a total weight of 7.264 kg)

Input Instructions: The Offeror must enter a numerical value which represents its firm price for the line item offered in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. All values submitted will be rounded to 2 decimals

Q) Price per evaluated unit of measure

Purpose: This field represent the price per single evaluated unit of issue at column Q. Example: Where the price for a box of 16 x454 grams of a product is \$7.98 the Price per evaluated unit of measure is \$1.098568/ kg

Input Instructions: This field is automatically calculated, no data entry on behalf of the Offeror is required.

R) Evaluated Unit of measure

Purpose: This field represents the unit of measure that will be used for price evaluation

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

S) Estimated # of packages

Purpose: This field represents the estimated number of packages (based on preferred packaging option) to be consumed by the client. This is no way represents a commitment to purchase and is used for evaluation purposes only.

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

T) Estimated # of packages (adjusted in accordance with offered packaging option)

Purpose: This field represents the estimated number of packages based on the offered packaging option to cover the requirement identified in column S. The value in this field is rounded up to the nearest integer. This is no way represents a commitment to purchase and is used for evaluation purposes only.

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

U) Evaluation price (based on preferred packing option)

Purpose: This field is the estimated total price per line item for the number of estimated packages (Column S) times the total requested volume (Column G) times the price per evaluated unit of measure (Column R)

Input Instructions: This field is automatically calculated, no data entry on behalf of the Offeror is required.