



**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 PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Food Order	
<b>Solicitation No. - N° de l'invitation</b> 23239-190045/A	<b>Date</b> 2018-05-18
<b>Client Reference No. - N° de référence du client</b> 23239-190045	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PD-038-74888	
<b>File No. - N° de dossier</b> pd038.23239-190045	<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 2018-06-27</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Epps, Shane	<b>Buyer Id - Id de l'acheteur</b> pd038
<b>Telephone No. - N° de téléphone</b> (819) 420-1586 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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  
accélééré

11 Laurier St. / 11 rue Laurier

6A2-16, Place du Portage

Phase III

Gatineau

Québec

K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Solicitation No. - N° de l'invitation  
23239-190045/A  
Client Ref. No. - N° de réf. du client  
23239-190045

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PD038 23239-190045

Buyer ID - Id de l'acheteur  
pi038  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Statement of Requirement**

The requirement is detailed under the "Product/Item Description" at Annex C (see Excel Spreadsheet attached).

### **1.3 Comprehensive Land Claims Agreement(s)**

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement

### **1.4 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.5 Trade Agreements**

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) 2017-04-27 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation along with the following changes:

- a) Section 2, Procurement Business Number – Delete in its entirety
- b) Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions [2003](#) incorporated by reference above is deleted in its entirety and replaced with the following:

at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names“.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

- c) Section 5, entitled Submission of bids, is amended as follows:

Subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid 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 bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"

Subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"

- d) Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids 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 bid will be deleted."

e) Section 07, entitled Delayed bids, 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."

f) Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - i. receipt of garbled or incomplete bid;
  - 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 bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid; or
  - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids 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](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- b. To submit a bid using epost Connect service, the Bidder must either:
  - i. send directly its bid 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 solicitation closing date and time, an email that includes the bid solicitation 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 Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca).

The solicitation number must be identified in the epost Connect message field of all electronic transfers.

It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.

- f. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
- i. receipt of a garbled or incomplete bid;
  - 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 bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- g. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

### **2.1.1 SACC Manual Clauses**

B3000T (2006-06-16) Equivalent Products

### **2.2 Submission of Bids**

Bids 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 bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

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

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid – one (1) hard copy  
Section II: Financial Bid – one (1) hard copy  
Section III: Certifications – 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.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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, bidders 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 Bid**

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

### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### **3.1.1 Electronic Payment of Invoices – Bid**

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

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

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

#### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) 2016-11-06, Exchange Rate Fluctuation

#### **3.1.3 SACC Manual Clauses**

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

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

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

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

##### **4.1.2.1 Minimum Fulfillment Standard/Minimum Performance Specification**

Offerors must submit firm unit prices for a minimum of 75%, listed in Annex C.  
(75% of items represents 115 items out of a possible 154 total items)

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 Bidder 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 - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **6.2 Statement of Requirement**

The requirement is detailed under the "Product/Item Description" at Annex C (see Excel Spreadsheet attached).

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract 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**

[2010A](#) 2016-04-04, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of the Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is for one year from date of contract award.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before July 13, 2018.

#### **6.4.3 Comprehensive Land Claims Agreement(s)**

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claim Agreement

#### **6.4.4 Delivery Point**

All items to be delivered FOB Destination TFSS Warehouse, 2464 Sheffield Road, Ottawa, ON, K1B 4E5 including all delivery charges and customs duties and Applicable Taxes.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Shane Epps  
Title: Supply Specialist  
Directorate: Public Works and Government Services Canada  
Acquisitions Branch  
Commercial and Consumer Products Directorate

Address: 6B3, Phase III, Place du Portage  
11 Laurier Street, Gatineau, QC  
K1A 0S5

Telephone: 819-420-1586  
E-mail address: shane.epps@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 6.5.2 Project Authority

The Project Authority for the Contract is:

\*\*\*To be completed upon contract award\*\*\*

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

\*\*\*To be completed upon contract award\*\*\*

## 6.6 Payment

### 6.6.1 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 Annex "B" for a cost of \$ (to be completed at contract award)*. Customs duties are included and Applicable Taxes are extra.

### 6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) 2017-08-17, Limitation of Price

### 6.6.3 Method of Payment

SACC Manual Clause H1000C (2008-05-21), Single Payment

### 6.6.4 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);
- e. Wire Transfer (International Only);

### 6.6.5 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.

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

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the following address for certification and payment.

\*\*\*To be provided at contract award\*\*\*

\_\_\_\_\_ (*Insert the name of the organization*)  
\_\_\_\_\_ (*Insert the address of the organization*)

- a. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 6.7 Certifications and Additional Information

#### 6.7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### 6.7.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 6.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 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 Articles of Agreement;
- (b) the general conditions 2010A 2016-04-04, Goods - Medium Complexity
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment
- (e) Annex C, Product/Item Description (Excel Sheet)
- (e) Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## 6.10 SACC Manual Clauses

D4002C	2013-04-25 Shipping Instructions – Free on Board Destination and Delivery Duty Paid
D9002C	2007-11-30 Incomplete Assemblies
G1005C	2008-05-12 Insurance – No Specific Requirement

## **ANNEX "A"**

### **STATEMENT OF REQUIREMENT**

#### **1. TITLE**

FOOD RE-SUPPLY SHIPMENT ON THE 2018 EASTERN ARCTIC SEALIFT.

#### **2. BACKGROUND**

The Polar Continental Shelf Program (PCSP) of Natural Resources Canada provides logistics support to Canadian government, university, northern, independent and international research organizations. Additionally, the Program provides specific field logistics support for the Canadian Armed Forces Arctic Training Centre that is hosted at the PCSP facility in Resolute, Nunavut. At the PCSP facility in Resolute, on an annual basis, over 30,000 meals are prepared for clients (and staff). The most economical way to transport goods to the arctic is by the annual Eastern Arctic Sealift resupply. This resupply departs southern Canada in July, arriving in Resolute in September.

#### **3. ACRONYMS**

PCSP            Polar Continental Shelf Program

#### **4. APPLICABLE DOCUMENTS & REFERENCES**

N/A

#### **5. REQUIREMENTS**

##### **5.1 Food Stock Items**

Required quantity: various

The Contractor must provide the various items as per the attached list on the Excel sheet.

#### **6. Deliverables**

##### **6.1 Deliverables for requirement 5.1: Food Stock Items**

The items in the specified quantity, size and format must be delivered to the location listed in Section 8.

Solicitation No. - N° de l'invitation  
23239-190045/A  
Client Ref. No. - N° de réf. du client  
23239-190045

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PD038 23239-190045

Buyer ID - Id de l'acheteur  
pi038  
CCC No./N° CCC - FMS No./N° VME

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**7. DATE OF DELIVERY**

**Deliverable 6.1:** On or before July 13, 2018.

**8. DELIVERY LOCATION**

Polar Continental Shelf Program  
2464 Sheffield Road  
Ottawa, ON  
K1B 4E5  
Canada

**9. SPECIAL CONSIDERATIONS**

All expiry dates must not be prior to October 2019.

Solicitation No. - N° de l'invitation  
23239-190045/A  
Client Ref. No. - N° de réf. du client  
23239-190045

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PD038 23239-190045

Buyer ID - Id de l'acheteur  
pi038  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **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 the Deliverables Table (attached) for a cost of \$ \_\_\_\_\_. 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.

**\*\*\*DELIVERABLES TABLE (INCLUDING ITEMS, QUANTITY AND PRICE) FOLLOWS\*\*\***

Solicitation No. - N° de l'invitation  
23239-190045/A  
Client Ref. No. - N° de réf. du client  
23239-190045

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PD038 23239-190045

Buyer ID - Id de l'acheteur  
pi038  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "C"**

**PRODUCT/ITEM DESCRIPTION TABLE**

Solicitation No. - N° de l'invitation  
23239-190045/A  
Client Ref. No. - N° de réf. du client  
23239-190045

Amd. No. - N° de la modif.  
File No. - N° du dossier  
PD038 23239-190045

Buyer ID - Id de l'acheteur  
pi038  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "D" to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts 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);

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**ANNEX "E" to PART 5 OF THE BID SOLICITATION**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

A1. The Bidder certifies having no work force in Canada.

A2. The Bidder certifies being a public sector employer.

A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).

A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

**OR**

A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

**OR**

B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

## 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) Required # 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) Required # 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.

**V) Special Note**

Purpose: This field is for special instructions.

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