

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

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

Calgary

Alberta

T2P 3M3

Bid Fax: (403) 292-5786

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Travaux
publics et Services gouvernementaux Canada
Room 1650, 635 8th Ave. S.W.

Calgary

Alberta

T2P 3M3

Title - Sujet Misc Groceries, RISO	
Solicitation No. - N° de l'invitation W0127-18P001/A	Date 2018-06-19
Client Reference No. - N° de référence du client W0127-18P001	GETS Ref. No. - N° de réf. de SEAG PW-\$CAL-129-6771
File No. - N° de dossier CAL-8-41011 (129)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-07-05	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Izzotti, Diana	Buyer Id - Id de l'acheteur cal129
Telephone No. - N° de téléphone (403)680-6109 ()	FAX No. - N° de FAX (403)292-5786
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE EDMONTON GARRISON Bld 210 & 200 STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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W0127-18P001/A
Client Ref. No. - N° de réf. du client
W0127-18P001

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

Buyer ID - Id de l'acheteur
CAL129
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

The Department Of National Defence (DND) at 3 CDSB Edmonton Garrison has a requirement for a Regional Individual Standing Offer for miscellaneous groceries, dairy products, eggs, meat, fish, poultry, fresh and frozen products, juices, beverages to be delivered to the Edmonton Garrison for use in the on-site kitchen as per Annex A – Requirement and the attached Excel Sheet. The address for deliveries is Edmonton Garrison, Building 210 Main Kitchen, Churchill Avenue, Edmonton, AB T5J 4J5

The start date of the Standing Offer is September 1st 2018 and the period of the Standing Offer is 1 year with two (2) additional one (1) year rebid periods. Refresh periods are identified in Annex A – Requirement.

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

1.2.2 The requirement is subject to a preference for Canadian goods.

1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

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

1.4 Key Terms

Refresh Periods – The Standing Offer holder is able to periodically update the prices of the items listed in their standing offer. The SO supplier does not change.

- Prices that are updated will be subject to review and price support may be required.
- Items in each category will be reviewed individually. If price increase is greater than 10%, price support will be required. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

Rebid Period – the standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation.

- The same evaluation criteria will be used at the time of the rebid period as is used in the original evaluation. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

The 2006 Standard Instructions are amended as follows:

- section 05, 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, 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 section 17."

- Paragraph 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 Services Canada (PWGSC) specified in the RFSO or, to the specified address in the RFSO, as applicable."
- Paragraph 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 06, entitled 'Late offers', is deleted entirely and replaced with the following: "PWGSC will return or delete offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in section 07. For late offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers received electronically, the late offers will be deleted. As an example, offers submitted using Canada Post Corporation's epost Connect service, an epost Connect conversation initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late offer will be deleted. Records will be kept documenting the transaction history of all late offers submitted using epost Connect."
- Section 07, entitled Delayed offers, is amended as follows:
 - subsection 1 is deleted and replaced as follows:

1. An offer delivered to the specified Bid Receiving Unit after the RFSO closing date and time but before the standing offer issuance date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.

 - a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
 - i. a CPC cancellation date stamp;
 - ii. a CPC Priority Courier bill of lading;
 - iii. a CPC Xpresspost label;

that clearly indicates that the offer was sent before the RFSO closing date.

 - b. The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the offer was sent before the RFSO closing date and time.
- section 08, Transmission by facsimile, is deleted entirely and replaced with the following:

"Transmission by facsimile or by epost Connect

 - 1. Facsimile
 - a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile.
 - i. PWGSC, National Capital Region: 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.
 - ii. PWGSC regional offices: 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, corrupted 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 section 05.
- 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):
 - i. The only acceptable email address to use with epost Connect for responses to the RFSO issued by PWGSC regional offices is identified in the RFSO: ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca
 - 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 (in order to ensure a response), 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 sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the epost Connect conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
 - 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 the RFSO closing date and time.
 - e. The RFSO number should 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 in 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, corrupted 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 section 05."

2.1.1 **SACC Manual Clauses**

B3000T (2006-06-16) Equivalent Products
C0008T (2007-05-25) Price Support – Non-Competitive Bid (for refresh only)
M0019T (2007-05-25) Firm Price and/or Rates

2.2 **Submission of Offers**

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Bid Receiving Unit
Public Works and Government Services
1650, 635-8 Ave SW
Calgary Alberta. T2P 3M3
ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca (email address for epost
Connect service)
Fax: 403-292-5786

Once your offer has been submitted as per the Offer Preparation Instructions under Part 3, a copy of the Annex B -Basis of Payment (electronic file - Excel) **must** be sent, by e-mail, to the following address:

WST.CAL-Food@pwgsc-tpsgc.gc.ca

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 Alberta.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 **Offer Preparation Instructions**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. 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 (1 hard copy)

Section II: Financial Offer (1 hard copy) and (1 electronic copy) of Annex B – Basis of Payment Excel sheet by email or epost.

Section III: Certifications (1 hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment (Excel Sheets attached).

3.1.1 Electronic Payment of Invoices - Offer

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 (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.
- (d) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance

4.1.1.1 General

Canada is conducting the Phased Bid Compliance Process (PBCP) described below for this requirement.

- (a) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP

ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (b) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (c) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (d) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR")

identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid

- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

- a) By submitting an offer, the Offeror certifies that they are able to meet the requirements as specified in Annex A – Requirement
- b) Offeror must be found responsive on at least 90% of the items in each individual food category in order to be given further consideration. Offers that do not meet this threshold of compliance will be deemed non-responsive. In order for an offered line item to be deemed responsive the following criteria must all be met:

i) Offered Pack Size:

The Offeror must provide either the requested pack size as outlined in Annex B – Basis of Payment excel spreadsheet or another acceptable variance. Offered pack sizes that vary less than +/- 10% from the requested format (i.e., both the size of the individual item and the overall weight/volume/count for the case) are acceptable by default.

In the event that a bidder cannot provide an item in a package size that falls within +/- 10% of that requested they may propose their closest alternate for consideration. Acceptance of said alternate is at the sole discretion of the Client. **Items that are offered in a pack size that varies more than +/- 10% of the requested format and that are deemed unacceptable by the Client will be considered non-compliant and will count against the 90% response rate.** Bidders have the option to contact the Standing Offer Authority identified in this document no later than ten (10) calendar days prior to the solicitation closing date with any alternatives pack size for consideration and preapproval should they wish.

- c) Offeror must provide a minimum of three (3) weekday deliveries between Mondays and Fridays **ONLY**.

4.1.3 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

The Offeror **must** complete and submit with its offer, Annex B - Basis of Payment (Excel File). Offerors must submit firm prices for **90% of all items per category** listed in Annex B. Offerors may submit pricing for one or more of the categories. Bids will be evaluated on like items only.

Fee for deliveries required must be provided at Annex B, Section B.

Offeror is requested to provide pricing as per unit of issue requested. **It is the responsibility of the Offeror to provide conversion to the unit of issue requested.**

For example: if an item of issue requested is in weight, and the offered item is in volume or unit, the Offeror **must** provide conversion to weight.

RESPONSIVE		NON-RESPONSIVE	
Requested Format	Offered Format	Requested Format	Offered Format
KG, LBS, g	KG, LBS, g	KG, LBS, g	L, ML, OZ, CT, EA, PT
L, ML	L, ML	L, ML	KG, LBS, g, OZ, CT, EA, PT
OZ	OZ	OZ	KG, LBS, g, L, ML, CT, EA, PT
Count (CT), Each (EA)	CT, EA	CT, EA	KG, LBS, g, L, ML, OZ, PT
Pint (PT)	PT	PT	KG, LBS, g, L, ML, OZ, CT, EA,

Failure to do so may render the bid non-responsive without further consideration.

Percentage discount must be provided for Annex B, Section C – Off-list Items. Off-list Items will not be used in the Financial Evaluation.

The price of the offer will be evaluated in Canadian dollars, Applicable taxes are excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges. Canadian customs duties and excise taxes included. Additional surcharges will not be accepted.

The financial evaluation will be limited to the line items that are evaluable between all responsive bidders. The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

- 1) For each line item to be evaluated in Annex "B" Basis of Payment – Product List (Excel Spreadsheet) the Offeror's case price will be divided by the contents to determine a price per unit of measure. This price per unit will then be multiplied by the estimated number of units required for the year (determined by multiplying the number of units in a "Requested Format" case by the number of cases listed in the "Total Estimated Annual Usage" column for the line item). The resulting value will become the evaluated total for the line item. The sum of the evaluated totals for the line items will be determined and the following added:
 - i) Surcharge for deliveries to DND – Edmonton Garrison
- 2) Adding all these values together to determine the total aggregate price of the offer

If an item cannot be evaluated after bid closing due to size variations, it will be deleted from the bid evaluation.

4.1.2.2 Evaluation of Price

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

4.2 Basis of Selection

- 4.2.1 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **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.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

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

The Offeror certifies that:

() the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

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

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from September 1st 2018 to August 31st 2019.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 x 1 year periods, from September 1st 2019 to August 31st 2020 and September 1st 2020 to August 31st 2021 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer including refresh and rebid periods.

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

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Diana Izzotti
Title: Procurement Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1650, 635 – 8 Ave SW

Telephone: 403-680-6109
Facsimile: 403-292-5786
E-mail address: diana.izzotti@pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

6.5.3 Offeror's Representative

Name: _____
Title: _____
Company name: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____
PBN #: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: the Department Of National Defence.

6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
- standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ To Be Determined (TBD) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated _____

6.11 Certifications and Additional Information

6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

6.12 SACC Manual Clauses

[Canadian Content Certification \(2008-05-12\) M3060C](#)

6.13 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex "B" for the cost \$ TBD (specified in the 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.

6.4.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$TBD. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being

exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4.3 Multiple Payments

[Multiple Payments \(2008-05-12\) H1001C](#)

6.4.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the contract authority.
 - c. One (1) copy must be forwarded to the consignee.

6.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance

6.7 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations
B2005C (2007-05-25), Fish – Quality Stamping
B3003C (2007-05-25), Grades of Meat
B7500C (2006-06-16), Excess Goods
C3601C (2010-01-11), Price Adjustments – Milk
C3602C (2008-05-12), Price Adjustment – Butter

Solicitation No. - N° de l'invitation
W0127-18P001/A
Client Ref. No. - N° de réf. du client
W0127-18P001

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

Buyer ID - Id de l'acheteur
CAL129
CCC No./N° CCC - FMS No./N° VME

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

6.8 Inspection and Acceptance

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

ANNEX "A" – REQUIREMENT

The Department Of National Defence (DND) at 3 CDSB Edmonton Garrison has a requirement for a Regional Individual Standing Offer for miscellaneous groceries, dairy products, eggs, meat, fish, poultry, fresh and frozen products, juices, beverages to be delivered to the Edmonton Garrison for use in the on-site kitchen as per Annex A – Requirement and the attached Excel Sheet on an 'as and when requested' basis.

The expectation is for 3 deliveries per week (Monday – Friday) between 07:00 and 12:00 hours.

The address for deliveries is Edmonton Garrison, Building 210 Main Kitchen, Churchill Avenue, Edmonton, AB T5J 4J5

The start date of the Standing Offer is September 1st 2018 to August 31, 2019 inclusive with two (2) additional one (1) year rebid periods.

Refresh Period - The Standing Offer holder is able to update the prices of the items listed in their standing offer.

Prices that are updated will be subject to review and price support may be required.

The requirement is divided into the following five (5) categories and their refresh periods are:

- 1) Miscellaneous Grocery- refresh period of 6 months;
- 2) Dairy Products- refresh period of 6 months;
- 3) Fresh Bread- refresh period of 12 months;
- 4) Meats- refresh period of 3 months;
- 5) Fresh Produce- refresh every 1 month.

Items in each category will be reviewed individually. If price increase is greater than 10%, price support will be required. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

The Standing Offer Holder can accept or decline call-up items not listed at Annex B, Basis of Payment. Non-listed items will be priced in accordance with Annex B, Basis of Payment.

Quality Assurance

All products must be of recent production. The shelf life or best before date must be clearly indicated on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

All fresh items must arrive in good order, and those with a best before date (i.e. milk, meat) must have a minimum of 7 days to expiry at time of delivery.

All food items must be in accordance with Canadian General Standards Board Specifications, 32-250M Foods, and meet the Canadian Food Inspection Agency (CFIA) standards in preparation.

The vehicle used to transport the goods under this Standing Offer shall be a dedicated food transport.

DND reserves the right to inspect the Contractor's facility during the contract for the purpose of quality assurance and to ensure the facility meets the standards expected of a CFIA approved supplier.

All meat products will be properly packaged and will be free of ice crystals, access frost on packages and water staining on boxes.

Call-up and Order Confirmation, Substitutions

1. When groceries are required, DND will submit a PWGSC 942 Call-up Against a Standing Offer form via fax or hard copy to the Standing Offer Holder. All call-ups will be placed a minimum of 48 hours prior to the expected day of delivery. Food deliveries may include weekends or statutory holidays. Deliveries on Sundays or Statutory Holidays rarely happen and have occurred approximately 3 times in the last 7 years. Delivery is required when unforeseen situations occur such as emergency responses (i.e. floods) and operation requirements. If required, DND will provide a minimum of 2 days advance notice.
2. The Contractor must respond within 4 hours of receipt of a PWGSC 942 Call-up Against a Standing Offer to confirm receipt, via return fax. Potential shortfalls of any requested items must be immediately brought to the attention of the designated Food Services representative.
3. DND reserves the right to amend a call-up, up to 24 hours before the delivery is required.
4. Substitutions will not be accepted without the prior approval of Technical Authority or the Food Services Representative who is the only approving authority for substitutions and call-up amendments. Any additional cost incurred to substitute a food item rests fully at the Standing Offer Holder's expense. Substitute food price as the item it is substituting, as per Annex B, Basis of Payment.

Rejects and Shortfalls:

1. Any products not meeting quality standards will be returned (opened or unopened). Delivery costs to replace all rejected and shorted items will be at the Offeror's expense.
2. The Standing Offer Holder agrees, upon notification of rejected products and or shortage of food products, to replace all shortage and rejected items within 24 hours. Any additional expenses including delivery costs incurred to replace all shortage or rejected items rests fully at the Standing Offer Holder's expense.

Quality Standard Requirements:

1. All products must adhere to the following Acts and their regulations:
 - i. Agriculture & Agri-Foods Administrative Monetary Penalty Act
 - ii. Canada Agriculture Products Act
 - iii. Canadian Food Agency Act
 - iv. Consumer Packaging and Labelling Act (as it relates to food)
 - v. Food and Drug Act (as it relates to food)
2. All products offered must be in accordance with the Canadian General Standards Board (CGSB) Standards current editions, including, however not limited to:
 - i. Concentrated Fruit Juice - 32.254M
 - ii. Dairy Products - 32.161M, 32.165M and 32.172M;
 - iii. Dry grocery items: A partial list of CGSB Standards for grocery items is attached as Attachment No. 1 to Annex "A".
 - iv. Frozen Fruit and Vegetables: 32-254-M
 - v. Products: 32.18M, 32-46M, 32.50M, 32-61M, 32-63M, 32-65M, 32-69M, 32-71M, 32- 183M, and 32-188M.

3. The Canadian General Standards Board Specifications, most current edition, will be used as a reference for quality control.
4. All food item products must be processed in a federally inspected plant and the Contractor's preparation facility must meet the CFIA standards.
5. All facilities entrusted in the storage and dissemination of foods must be Hazard Analysis and Critical Control Point (HACCP) certified.
6. DND reserves the right to inspect the Contractor's facility during the Standing Offer period for the purpose of quality assurance and to ensure the facility meets the standards expected of a CFIA approved supplier.

Quality Assurance:

1. "Generic" or "No Name" products will not be accepted unless approved prior to shipping. Where a National Brand Name has been specified, Offeror will provide the product and pack size as requested unless a substitute has been approved prior to shipping.
2. "Canada Choice" is the minimum acceptable grade for products falling under the grading guideline.
3. All products must be of recent production. The shelf life or best before date must be clearly indicated on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.
4. All fresh items (i.e. Milk) must arrive in good order with a best before date of a minimum of 7 days to expiry at time of delivery.
5. Meat:
 - a) All meat products will be properly packaged and will be free of ice crystals, excess frost on packages and water staining on boxes.
 - b) All beef steaks/roasts/individual portions beef must be AA or higher.
 - c) All beef (bone in or boneless) must be aged for a minimum of fourteen (14) days prior to being frozen.
 - d) Ground Beef Fat Content Certification Requirements
The following certification is required with each shipment of ground beef signed by the authorized representative of supplier. Certified that fat content of this shipment, supplied in accordance with the Standing Offer Agreement, had been analyzed and does not exceed 19% fat".
 - e) All poultry must be at least Grade A.
6. Dairy Products
 - a) Poly bags must be free from contamination
 - b) All ice cream products must arrive at the destination hard frozen
7. Fruit and Vegetables-Fresh
 - a) All fresh fruit and vegetables must meet the delivery conditions and requirements as per CGSB 32.250M current issue. Fruit and vegetables must comply with the grade requirements and other provisions prescribed in the Canadian Agricultural Products Act and the fresh Fruit and Vegetable Regulations. The fruit and vegetables must be of one variety or of similar variety

characteristics as established for the grade concerned in the Fresh Fruit and Vegetable Regulations. The fruit and vegetables must be clean, sound, free of mould, fresh and without evidence of moisture loss (wilted or shrivelled or soft), moisture or freezing damage or sunburn. The fruit and vegetables must be practically free from foreign matter, decolouration, or damage caused by insects, worms, disease, decay, over maturity, hail, mechanical or other means. The fruit and vegetables must be delivered and packaged so that they will arrive at the destination in good condition and at the user's specified maturity. No produce are to be iced except for broccoli, parsley and green onions.

8. Fruits and Vegetables - Frozen

- a) In addition to the meeting the requirements of CGSB 32.250M Standard, current issue, and frozen fruit must comply with the relevant portions of the Food and Drugs Act and Regulations, the Canada Agriculture Products Standards Act and Processed Fruit and Vegetables Regulations.

9. Final inspection and acceptance of the food product will rest solely with the Technical Authority or his or her representatives at the point of delivery. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The Technical Authority or his or her representative will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.
10. The consignees delivery representative will verify with the Standing Offer Holders Representative that all items shipped have been received using the bill of lading provided by the Standing Offer Holder.
11. The Standing Offer (SO) Holder must only charge for the items delivered and accepted. The SO Holder is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by consignee s representative at time of delivery. The SO Holder agrees to provide the consignee with a detailed credit receipt within (3) working days from delivery for all items that the consignee and SO Holder agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the SO Holder provides the Consignee with approved credit receipt. The SO Holder must ensure that all invoices reflect correct pricing effective at the time of ordering.

Type of Transport

1. Delivery of chilled food commodities will be made in climate controlled transport unless the Call-up Authority instructs otherwise. Refrigerated and freezer transport must have the following acceptable temperatures:

- i) Refrigerated transport must have a temperature of four degrees Celsius (4° C), plus or minus two degrees Celsius ($\pm 2^\circ \text{C}$).
- ii) Freezer transport must have a temperature below negative eighteen degrees Celsius (-18° C).

2. The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, the environment it presents must not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.

3. The construction, maintenance, sanitation, refrigeration, and handling practices must adhere to the standards of a well-operated Canadian commercial grocer and meet the standards of CFIA.

4. The vehicle must be a dedicated transport of food products.

Deliveries:

Deliveries are to be made to a specified location within the geographical boundaries of the Department of National Defence, Edmonton Garrison, Edmonton, Alberta between the hours of 0700 hrs and 1200 hrs. Primary delivery days will be Monday through Friday. Due to operational requirement, deliveries may, on occasion be required on Saturdays. Arrangements for these deliveries will be mutually agreed upon by the Offeror and the designated Food Services representative.

The Offeror will bear all risks of loss to the goods until such time as the goods have been inspected and accepted by the Food Services Representative.

ATTACHMENT NO. 1 TO ANNEX A**PARTIAL LIST - CANADIAN GOVERNMENT STANDARDS BOARD SPECIFICATIONS Products to comply with CGSB:**

1. Specification - 32.1 - Bread, White and Whole Wheat
2. Specification - 32.2 - Bread, Fruit and Raisins
3. Specification - 32.3 - Rye Bread
4. Specification - 32.4 - Breads Rolls
5. Specification - 32.5 - Wheat Flour
6. Specification - 32.6 - Flours, Specialty
7. Specification - 32.9 - Cake Mixes, Prepared, Complete
8. Specification - 32.11 - Pancake and Waffle Mixes
9. Specification - 32.13 - Cereals, Breakfast, Prepared, Ready-to-eat.
10. Specification - 32.14 - Cereal, Rolled Oats
11. Specification - 32.15 - Cereal, Wheat, Uncooked
12. Specification - 32.16 - Pasta Products, Macaroni, Spaghettini, Spaghetti, Vermicelli, Lasagna, Noodles
13. Specification - 32.17 - Rice, Brown, Milled, Parboiled or Precooked
14. Specification - 32.75 - Shortening
15. Specification - 32.76 - Vegetable Oil
16. Specification - 32.77 - Lard
17. Specification - 32.78 - Margarine
18. Specification - 32.110 - Coffee, Roasted and Ground
19. Specification - 32.113 - Coffee, Instant
20. Specification - 32.143 - Canned Fish
21. Specification - 32.166 - Milk, Condensed or Evaporated
22. Specification - 32.168 - Milk, Powder
23. Specification - 32.172 - Cheese, and Cheese Products
24. Specification - 32.184 - Eggs, Shell
25. Specification - 32.208 - Maple-Flavoured Syrup
26. Specification - 32.211 - Molasses
27. Specification - 32.212 - Chocolate
28. Specification - 32.234 - Canned Pie Fillings
29. Specification - 32.236 - Jams, Jellies, Marmalades and Cranberry Sauce
30. Specification - 32.237 - Peanut Butter
31. Specification - 32.250 - Fruits and Vegetables, Fresh
32. Specification - 32.252 - Vegetables, Dehydrated
33. Specification - 32.253 - Canned Fruits or Vegetables and Canned or Refrigerated Juices
34. Specification - 32.254 - Fruit, Vegetables and Juices, Frozen
35. Specification - 32.258 - Tomato Catsup
36. Specification - 32.262 - Peas and Beans, Dried
37. Specification - 32.276 - Dried Fruit

Solicitation No. - N° de l'invitation
W0127-18P001/A
Client Ref. No. - N° de réf. du client
W0127-18P001

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

Buyer ID - Id de l'acheteur
CAL129
CCC No./N° CCC - FMS No./N° VME

38. Specification - 32.281 - Dehydrated Soup Mixes, Instant and Simmer
39. Specification - 32.283 - Beverage Powders, Fruit-Flavoured

Note: Canadian General Standards Board (CGSB) Standards are available from: CGSB
Canadian General Standards Board Gatineau, K1A 1G6

Telephone: 819-956-0425 or 1-800-665-2472
Facsimile: 819-956-5740

A complete collection of The Canadian General Standards Board standards and specifications is also available for viewing at Depository Libraries. For information on Depository Libraries in the offeror's area, contact the Canadian General Standards Board Sales Unit.

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ANNEX "B" - BASIS OF PAYMENT (Excel sheets attached)

Solicitation No. - N° de l'invitation
W0127-18P001/A
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ANNEX "C" STANDING OFFER REPORT

Return to: Public Works and Government Services Canada - Acquisitions Branch
Fax : (403) 292-5786
email: wst-pa-cal@tpsgc-pwgsc.gc.ca

Quarterly Usage Report Schedule:

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

Supplier: _____
Standing Offer No.: W0142-18P001
Department or Agency: Department of National Defence

ITEM NO.	CALL-UP/CONTRACT NO. DESCRIPTION	VALUE OF THE CALL-UP/CONTRACT	GST/HST

(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-up Totals to Date:	
(A+B) Total Accumulated Call-ups:	

Or - NIL REPORT: We have not done any business with the Federal Government this period: []

PREPARED BY:

NAME: _____

PHONE: _____

SIGNATURE: _____

DATE: _____

Solicitation No. - N° de l'invitation
W0127-18P001/A
Client Ref. No. - N° de réf. du client
W0127-18P001

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

Buyer ID - Id de l'acheteur
CAL129
CCC No./N° CCC - FMS No./N° VME

ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);