

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

**Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067**

## 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 / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> CFB BORDEN FRUIT & VEGATABLES	
<b>Solicitation No. - N° de l'invitation</b> W0113-18F004/A	<b>Date</b> 2018-08-02
<b>Client Reference No. - N° de référence du client</b> W0113-18-F004	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-610-7552
<b>File No. - N° de dossier</b> KIN-8-50022 (610)	<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 2018-08-20</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b>  See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Correia-Reid, Vincent	<b>Buyer Id - Id de l'acheteur</b> kin610
<b>Telephone No. - N° de téléphone</b> (613)545-8738 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE RQSS HQ 675 DIEPPE RD BORDEN Ontario L0M1C0 Canada	
<b>Security - Sécurité</b>  This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION.....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS.....	4
<b>PART 2 - OFFEROR INSTRUCTIONS.....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS.....	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	4
2.4 APPLICABLE LAWS.....	5
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 OFFER PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>6</b>
4.1 EVALUATION PROCEDURES .....	6
4.2 BASIS OF SELECTION .....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>7</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	8
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	8
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES.....</b>	<b>9</b>
<b>A. STANDING OFFER.....</b>	<b>9</b>
6.1 OFFER .....	9
6.2 SECURITY REQUIREMENTS .....	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF STANDING OFFER .....	9
6.5 AUTHORITIES .....	10
6.6 IDENTIFIED USERS.....	10
6.7 CALL-UP INSTRUMENT.....	10
6.8 LIMITATION OF CALL-UPS .....	11
6.9 PRIORITY OF DOCUMENTS .....	11
6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	11
6.11 APPLICABLE LAWS.....	12
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 STATEMENT OF WORK .....	12
6.2 STANDARD CLAUSES AND CONDITIONS.....	12
6.3 TERM OF CONTRACT .....	12
6.4 PAYMENT .....	12
6.5 INVOICING INSTRUCTIONS .....	13
6.6 INSURANCE .....	13
6.7 SACC MANUAL CLAUSES.....	13
<b>ANNEX “A” .....</b>	<b>14</b>
STATEMENT OF WORK .....	14
<b>ANNEX “B” .....</b>	<b>16</b>

Solicitation No. - N° de l'invitation  
W0113-18F004/A  
Client Ref. No. - N° de réf. du client  
W0113-18F004

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-8-50022

Buyer ID - Id de l'acheteur  
kin610  
CCC No./N° CCC - FMS No./N° VME

---

BASIS OF PAYMENT.....	16
<b>ANNEX 1 TO PART 3 OF THE REQUEST FOR STANDING OFFERS.....</b>	<b>17</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	17
<b>ANNEX “C” .....</b>	<b>18</b>
USAGE REPORTING FORM.....	18
<b>ANNEX “D” .....</b>	<b>19</b>
COMPANY INFORMATION .....	19

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; and   |
| 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 Statement of Work, the Basis of Payment, the Electronic Payment Instruments and any other annexes

### **1.2 Summary**

To supply and deliver fresh fruit and vegetable products, as specified in Annex "A" and Annex "B", to the Department of National Defence (DND), to various locations of Rations and Quarters Support Services (R&QSS) at Canadian Forces Base (CFB) Borden in Borden, Ontario and the 32 Service Battalion Canadian Forces College (CFC) Toronto, ON on an "as and when requested" basis. This Request for Standing Offers may result in the issuance of up to three (3) Regional Individual Standing Offers.

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

The Period of the Standing Offer is from 1 September 2018 to 28 February 2019.

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

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.

## 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](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

### 2.2 Submission of Offers

Offers must be submitted only to 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:

Acquisitions Kingston  
86 Clarence St. 2<sup>nd</sup> floor

Kingston, Ontario, K7L 1X3

[PWGSC.ORKingstonProcurement-provisionnementKingston.TPSGC@pwgsc-tpsgc.gc.ca](mailto:PWGSC.ORKingstonProcurement-provisionnementKingston.TPSGC@pwgsc-tpsgc.gc.ca) Offers will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions

Fax: 613-545-8068

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 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: Financial Offer

Section II: Certifications

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: Financial Offer

Section II: Certifications

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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

## **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" 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 II: 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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### **4.1.1 Financial Evaluation**

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

Offerors must provide the following at Annex B, Basis of Payment: Table 1 - all-inclusive, firm unit prices in Canadian funds, including delivery, FOB destination for any line items for which they are submitting an offer; Table 2 – Offerors must submit a maximum mark-up percentage.

- 4.1.1.2** As stipulated in 2006 Standard Instructions, the quantity of goods specified in the RFSO are only an approximation of requirements given in good faith.

**4.1.1.3** The Evaluated Price will be the aggregate of: The Extended Price for each item in Table 1 calculated by multiplying the Estimated Usages (monthly) by the Firm Unit Price (per Unit of Sale) (Column A x Column B = Column C) in accordance with Annex B, Basis of Payment.

In the event that an offeror does not provide a Firm Unit Price (per Unit of Sale) for an item in Table 1, the highest Firm Unit Price (per Unit of Sale) among their competitors' offers will be used for the purpose of calculating the Evaluated Price for this item.

Annex B - Appendix 1 Table 2: Special Orders will not be evaluated.

**4.1.1.4** 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. Up to three responsive offers with the lowest evaluated prices on an aggregate basis will be recommended for further evaluation as outlined below.

### **4.2.2**

Of the responsive offers recommended under 4.2.1, Canada will next determine the lowest Evaluated Price on an item by item basis and recommend those for issuance of a standing offer. Where Offerors are declared to be the lowest Evaluated Price on multiple items, they will be recommended for issuance of one standing offer for all these items.

**4.2.2.1** Based on the results described in 4.2.2 and prior to issuance of any Standing Offer, recommended Offerors will be asked to confirm that they wish to be issued a Standing Offer for the items they would be subsequently issued, or if they would prefer to withdraw their Offer. In the event that the Offeror withdraws their offer, the remaining offers will be re-evaluated in accordance with the processes described in 4.2.1 and 4.2.2

**4.2.2.2** Standing Offer holders will be given the opportunity, on a monthly basis, to refresh their unit prices for any of the line items identified in the entire Standing Offer.

Refreshed unit prices must be provided in Microsoft Excel, in accordance with Annex B - Appendix 1 and must be sent to the Standing Offer Authority no later than the 20th of the month. If refreshed unit prices are not received by this date or do not comply with the terms and conditions of the Standing Offer, the previous unit prices will apply. Unit pricing that is increased more than 15% must be accompanied by price support in accordance with SACC Manual Clause C0008T (2007-05-25) Price Support- Non-competitive Bid.

These refreshed unit prices will be re-evaluated in accordance with 4.2.2 and 4.2.2.1 and new unit prices will be issued by the Standing Offer Authority to the Standing Offer holders to reflect the resulting changes.

In the event that a Standing Offer holder wishes to withdraw their Offer for that month, the items on their Standing Offer will be distributed to the other Standing Offer holders, and the Standing Offer holder will have the opportunity to provide new refreshed unit prices for the following month.

## **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.

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

##### **5.2.2.1 Canadian Content Certification**

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

##### **5.2.2.2 Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

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

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

The Offeror certifies that:

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

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

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **6.2 Security Requirements**

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

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

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

##### **6.3.1 General Conditions**

**2005** (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, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

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

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 1 September 2018 to 28 February 2019.

##### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer, and as stipulated in the call-up document.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Vincent Correia Reid  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions Kingston  
Address: 86 Clarence Street, 2nd floor  
Kingston, Ontario K7L 1X3  
Telephone: 613-545-8738  
Facsimile: 613-545-8067  
E-mail address: [vincent.correia-reid@pwgsc.gc.ca](mailto:vincent.correia-reid@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: \_\_\_\_\_

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

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

## **6.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer are:

- a. Rations and Quarters Support Services
- b. Regional Cadet Service Unit, CTC Black Down
- c. FS Cadre
- d. 32 Svc Bn, Toronto

## **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 2 and 3 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
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

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 \$20,000.00 (Applicable Taxes included).

## 6.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2018-06-21) Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reporting Form;
- h) the Offeror's offer dated \_\_\_\_\_.

## 6.10 Certifications and Additional Information

### 6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing

additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### **6.10.1 SACC Manual Clauses**

M3060C (2008-05-12) Canadian Content Certification

#### **6.11 Applicable Laws**

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

### **B. RESULTING CONTRACT CLAUSES**

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

#### **6.1 Statement of Work**

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

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

##### **6.2.1 General Conditions**

2010A (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

#### **6.3 Term of Contract**

##### **6.3.1 Period of the Contract**

The period of the Contract is from date of Contract from date of Contract plus 2 months inclusive.

##### **6.3.2 Delivery Date**

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

#### **6.4 Payment**

##### **6.4.1 Basis of Payment- Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

##### **6.4.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### **6.4.3 Single Payment**

SACC *Manual* clause [H1000C](#) (2008-05-12) Single Payment

### **6.4.4 Electronic Payment of Invoices – Call-up**

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **6.5 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The following must be followed when submitting invoices:

- a. The invoices must be in sequence with the table in Annex B - Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, sub-total, GST/HST and total.
- b. The invoice must identify the call-up number
- c. The invoice must identify the consignee address where the goods were delivered
- d. Each call-up and consignee point must be invoiced separately

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

### **6.6 Insurance**

SACC *Manual* clause [G1005C](#) (2008-05-12) Insurance

### **6.7 SACC *Manual* Clauses**

A9068C (2010-01-11) Government Site Regulations  
B7500C (2006-06-16) Excess Goods

---

## ANNEX "A"

### STATEMENT OF WORK

#### 1. Requirement

To supply and deliver fresh fruit and vegetable products, as specified in Annex A, SOW and Annex "B", to the Department of National Defence (DND), to various locations of Rations and Quarters Support Services (R&QSS) at Canadian Forces Base (CFB) Borden in Borden, Ontario and the 32 Service Battalion Canadian Forces College (CFC) Toronto, ON on an "as and when requested" basis.

The Contactor must have a valid Hazard Analysis Critical Control Point (HACCP) Certification throughout the Standing Offer period.

#### 2. DND Food Quality Specifications

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

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

#### 3. Delivery

- 3.1 Delivery must be made within two (2) calendar days from receipt of a Call-Up document;
- 3.2 Deliveries must be made directly to the location detailed in the Call-Up (i.e. directly to the appropriate facility);
- 3.3 The Contractor must make deliveries to all delivery locations listed at 4. Delivery Locations below and must deliver the goods to the building listed on the call-up;
- 3.4 Delivery days must be made on Monday, Wednesday or Friday between the hours of 06:30 and 09:00 hours;
- 3.5 The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description outlined in Annex B, Basis of Payment;
- 3.6 The best before date must be a minimum of seven to ten (7-10) calendar days after the delivery date;
- 3.7 Emergency Deliveries must be made within twenty-four (24) hrs of a Call-Up request;
- 3.8 Deliveries are not to be back ordered. Any discrepancies must be communicated to the individual who issued the call-up;
- 3.9 There is no minimum shipment due to limited storage areas;
- 3.10 The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery;
- 3.11 The Contractor must replace any rejected item within twenty-four hrs of notification of rejection;

- 3.12 All containers must be clearly marked to show Contractor / supplier's name and address, identification of contents, net weight and/or quantity, storage instructions and/or special instruction;
- 3.13 Containers such as cartons or trays in which products are delivered may be considered returnable by the Contractor. Such containers, although not accountable, are to be returned at the request of the Contractor;
- 3.14 The Contractor must use every effort to utilize environmentally friendly packaging to include recycled palates, cartons and trays.
- 3.15 Once notified by the user, the Contractor must provide a credit invoice no later than 10 calendar days after to correct the original invoice for payment.

#### 4. Delivery Locations

Facility Name	Civic Address	BLDG #
Curtis	118 Rafah Crescent	S-164
Vickers	179 Ortona Road	T-169
Officers Kitchen	32 Caem Circle	P-160
FS Cadre	25 Anson Road	S-149
R(C)SU Centre, CTC Blackdown	25 Command Road	BP-81
32 Service Battalion	DND Denison Buildings, 1 Yukon Lane Toronto, ON	

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



Solicitation No. - N° de l'invitation

W0113-18F004/A

Client Ref. No. - N° de réf. du client

W0113-18F004

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-8-50022

Buyer ID - Id de l'acheteur

kin610

CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "B"**

**BASIS OF PAYMENT**

**See Attached**

---

**ANNEX 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

Solicitation No. - N° de l'invitation  
W0113-18F004/A  
Client Ref. No. - N° de réf. du client  
W0113-18F004

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-8-50022

Buyer ID - Id de l'acheteur  
kin610  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "C"

### USAGE REPORTING FORM

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

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

Standing Offer No. W0113-17F003						
Month:						
Unitrak Code	Offerors Code	Item Description	Case Description	Quantity	Firm KG Price or	Firm Case Price
Monthly Total						\$

**NIL REPORT:** We have not done any business with the federal government for this period [ ]

#### PREPARED BY:

NAME: \_\_\_\_\_ TELEPHONE No.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

---

**ANNEX "D"**

**COMPANY INFORMATION**

**Board of Directors**

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

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

**Procurement Business Number (PBN)**

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

Procurement Business Number - \_\_\_\_\_

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