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W0114-18PS80/B
Client Ref. No. - N° de réf. du client
W0114-18PS80

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-7-48160

Buyer ID - Id de l'acheteur
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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

1.2 Summary

1.2.1

CFB Kingston, food services requires a 6 month Regional Individual Standing Offer (RISO) for the supply and delivery of miscellaneous groceries products.

The period for making call-ups against the Standing Offer is from 9 October 2018 to 8 April 2019.

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

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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority **no later than five (5) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer (one (1) hard copy and **one soft copy by e-mail to kingston.procurement@pwgsc.gc.ca**)

Section II: Certifications (one (1) hard copy)

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

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>). 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 Attachment 1 to Annex B. The total amount of Applicable Taxes must be shown separately.

1. **Hard (Paper) Copy:** One (1) hard copy must be submitted by the date, time and place indicated on page 1 of the Request for Standing Offers.

2. **Soft (Electronic) Copy:** In addition to the hard copy, **PWGSC is requesting offerors send in an electronic copy of Excel file, by e-mail at the following address:**
Kingston.procurement@pwgsc.gc.ca

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

SACC Manual Clause 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.

4.1.1 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

The Offeror must complete and submit with its offer, Annex B, Appendix 1 (Excel File). Pricing must be provided for all line items as listed and a %'age mark-up amount.

For Annex B, Appendix 1 – where an item is described as "No Substitute", only that brand name will be acceptable.

Offers will be evaluated in Canadian currency, Incoterms 2000 "DDP Delivered Duty Paid, Goods and Services Tax (GST) and Harmonized Sales Tax (HST) excluded based on the unit prices detailed in Annex B - Basis of Payment, Appendix 1 (Excel File ~ Miscellaneous Groceries-Annex B (Electronic Attachment).

Where the Offeror proposes an alternate UOIS (Unit of Issue Size), the Offeror must enter an amount for both PACK AND SIZE under Proposed Packaging.

The estimated usages provided in Annex B, Appendix 1 are for the sole purpose of establishing an evaluation tool. These usages are based only on best estimate and in no way reflect the actual usages expected or any commitment on part of the crown.

The price used in the evaluation will be the Total Evaluated Price, calculated as follows:

1. The Unit of Issue Size (UOIS) is the PACK multiplied by the SIZE.
2. When no change is proposed to the Preferred (UOIS), the extended evaluated price is the Estimated 6 month usage multiplied by the Unit Price.
3. When a change is proposed to the Requested UOIS, the extended evaluated price is the Unit Price divided by the Proposed UOIS multiplied by the Preferred UOIS multiplied by the Estimated 6 month usage.
4. The Total Evaluated Price is the sum of the Extended Prices in Annex B, Appendix 1 for the entire 6 month period.

Note: Annex B, Appendix 1, Section B-1, Special Orders will not be used in the Financial Evaluation.

4.1.1.2 Unit of Issue Size

Where changes to the Preferred UOIS are proposed the following must be met:

- a. The Proposed UOIS reflects the next size up or down (from the Preferred UOIS specified) that is available in the industry; and
- b. There is a less than 20% difference between the Preferred UOIS specified and the Proposed UOIS.

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

4.2 Basis of Selection

4.2.1 The extended prices of all items listed in Annex "B" Basis of Payment will be calculated by multiplying the estimated usage figures by the prices offered by the Offerors to calculate the extended pricing for each line item.

The extended prices will be added together to calculate the Offerors evaluated price.

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](#) 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 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](#).

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

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

The data must be submitted to the Standing Offer Authority no later than 30 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 9 October 2018 to 8 April 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.

6.5 Authorities

6.5.1 Standing Offer Authority

Solicitation No. - N° de l'invitation
W0114-18PS80/B
Client Ref. No. - N° de réf. du client
W0114-18PS80

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-7-48160

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

The Standing Offer Authority is:

Name: Chris Emmons
Title: Supply Specialist

Public Services and Procurement Canada
Acquisitions Branch
Directorate: Acquisitions Kingston
86 Clarence Street, 2nd Floor
Kingston, Ontario K7L 1X3

Telephone: 613-545-8083
Facsimile: 613-545-8067
E-mail address: chris.emmons@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: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

Procurement Business Number _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, CFB Kingston, Kingston Ontario.

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

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 \$10,000.00 (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 (2016-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016-04-04) General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex D, PWGSC-TPSGC 942 - Call-Up against a Standing Offer form;
- h) Annex E, Usage Reporting Form;
- i) 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.

6.11 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

Contract.

6.3 Term of Contract

6.3.1 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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$ _____ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

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

6.4.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) 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);

6.5 Invoicing Instructions

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

6.6 Insurance - No Specific Requirement

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

6.7 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations

SACC Manual clause [D0014C](#) (2007-11-30) Delivery of Fresh Chilled or Frozen Products

SACC Manual clause [D3007C](#) (2007-11-30) Inspection and Stamping.

ANNEX "A" REQUIREMENT

1.0

CFB Kingston, food services requires a one (1) year Regional Individual Standing Offer (RISO) for the supply and delivery of miscellaneous groceries products.

2.0 STANDARDS

All packaged foods must comply with the following Standards and Regulations, but not limited to:

- i. The Canadian Food and Drug Regulations;
- ii. Canadian Food Inspection Agency (CFIA) Inspection Standards.

3.0 DND FOOD QUALITY SPECIFICATIONS

All goods supplied must be in accordance with the DND Food Quality Specifications located on the Federal Government Buy and Sell website. (www.buyandsell.gc.ca) Seconds (reference to grade) are not acceptable.

- Bread and Baked Products E6TOR-13RM07/A
- Butter and Margarine E6TOR-13RM08/A
- Canned Fruit E6TOR-13RM09/A
- Canned Vegetables E6TOR-13RM10/A
- Cereal E6TOR-13RM11/A
- Coffee & Tea E6TOR-13RM13/A
- Condiments and Condiment Sauces E6TOR-13RM14/A
- Dehydrated Vegetables E6TOR-13RM15/A
- Dried Fruit E6TOR-13RM16/A
- Flour and Cake, Pancake and Waffle Mixes E6TOR-13RM19/A
- Frozen Fruit E6TOR-13RM22/A
- Frozen Vegetables E6TOR-13RM23/A
- Fruit Juices E6TOR-13RM24/A
- Herbs & Spices E6TOR-13RM25/A
- Pasta and Noodles E6TOR-13RM30/A
- Pie Fillings and Pie Fruits E6TOR-13RM31/A
- Rice E6TOR-13RM34/A
- Fats & Oils E6TOR-13RM35/A
- Sugars and Preserves E6TOR-13RM36/A

4.0 DELIVERABLES

4.1 Delivery

- a. Deliveries can be made between the hours of 06:30hrs to 11:00hrs Monday-Friday inclusive. No shipment will be accepted after 11:00 hrs hours unless prior arrangements are made with the Project Authority or authorized designate.
- b. The best before date on products must be at least ten (10) calendar days after the delivery date.

- c. Timely delivery turnaround is imperative. The Supplier shall deliver product in accordance with the following timeframes:
 - i. Regular deliveries within 48 hours of a Call-Up request.
 - ii. Emergency Deliveries must be made within 24 hrs of a Call-Up request.
- d. The supplier must notify the identified user within twelve (12) hrs of a call-up if shipment of any product(s) will not be made, in order to allow the Site/Call-up Authority sufficient time to make alternative arrangements for the unavailable product(s).
- e. The Supplier must confirm receipt of a Call-Up document within four (4) hours.

4.2 Minimum Call-Up

- a. Due to limited storage space, no minimum call-ups or cost restriction on orders will apply. When an order is placed, the Project Authority will reference the Standing Offer number as well as the item number and a brief description of each item.

4.3 Amendments

- a. The Supplier must accept customer amendments to call-ups if they occur twenty-four (24) hours in advance of delivery;

4.4 Substitutions

- a. The Supplier must supply the products in the size quoted. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Supplier must notify DND and obtain their acceptance of the replacement size. Any changes to the items must be reflected in an amendment prepared by the Standing Offer Authority.
- b. If the Supplier must substitute one item with an item of higher quality, they cannot charge more than that quoted on the Standing Offer. The Supplier cannot substitute one product with one of lesser quality.
- c. The Supplier must advise the Site/Call-up Authority and receive their authorization to the substitution prior to shipment.
- d. No additional charges will be applied due to any wrong/substitution products delivered.

4.5 Preparation for delivery

- a. Each container shall be packed in such a manner that the faced shown surface represents the contents, net weight, quantity, storage instructions and/or special instructions of the product contained in the package etc. All boxes/cartons must be clearly "labelled" to show Supplier's name and address. The product shall be provided in containers in the sizes specified by the Identified User and shall be delivered to the Identified User in good condition.
- b. Containers such as cartons or trays in which products are delivered may be considered returnable by the Supplier. Such containers, although not accountable, are to be returned at the request of the Supplier.
- c. The Supplier must use every effort to utilize environmentally friendly packaging to include recycled pallets, cartons and trays.

- d. All goods must be delivered on pallets. It is the responsibility of the Supplier to implement a tracking system to ensure that the number of outgoing pallets does not exceed the number of pallets delivered by their company. This register must be verified by the Project Authority or authorized designate.
- e. The Supplier shall maintain a record of the number of pallets delivered to and returned by each delivery location. A copy of this record shall be provided to the Project Authority or authorized designate. Any disagreement with the quantities shown on the summary must be forwarded to the Supplier in writing within thirty (30) days after the last delivery date of the disputed month.
- f. All food items MUST be shipped to the specified delivery point(s) on shrunk or stretch wrapped pallets and not higher than 180 CM in height.
- g. Orders MUST be separated by individual delivery point(s) and clearly identified with the name of the requesting unit/kitchen on at least two (2) sides.

4.6 Delivery slips

- a. The Supplier must supply a delivery slip or a packing slip with each delivery. The Supplier's packing slip will be used to compare what was shipped, actual count of products shipped to the products ordered on the Call-up to determine acceptance or order.

4.7 Liability for Defective Products

- a. The Supplier must replace any rejected item within twenty-four (24) hrs of notification of rejection.

4.8 Short-orders/back orders

- a. DND will not accept backorders. All items not delivered on the order delivery date will be deemed to be cancelled. Any discrepancies or potential undeliverable must be communicated to the individual who issued the call-up in advance of delivery. The Supplier must provide DND a credit receipt for all items that are not accepted or short shipped within seven (7) working days from notice of the discrepancy.

4.9 Discontinued product or recall

- a. Discontinued products – all discontinued products must be reported to the DND location site prior to next scheduled delivery. Supplier must replace discontinued product with a comparable and at equal cost until the replacement product is agreed upon and approved, by the Project Authority.
- b. Product Recall Process – all products that are recalled by a manufacturer must be returned to the Supplier. Products must be picked-up, reimbursed and substituted by a comparable product at the Supplier's expense within 24hrs of recall notice.

4.10 Quality Assurance

- a. Final inspection and acceptance of all food products will rest solely with the DND representative at the point of delivery. All products supplied shall be free of signs of

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deterioration, spoilage, filth, or damage by rodents or insects. DND retains the right to reject such products at the time of delivery.

- b. The Supplier must replace any rejected item within twenty-four hrs of notification of rejection.
- c. All products provided must be of a recognized brand name. "NO NAME" products will not be accepted.

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ANNEX "B" BASIS OF PAYMENT (ATTACHED ELECTRONICALLY)

All prices are firm unit prices in Canadian funds including Canadian customs duties, excise taxes, and are DDP Destination. Harmonized Sales Tax (HST) or Goods and Services Tax (GST) are not included in pricing and will be shown as a separate item on invoices.

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ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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