

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 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
Bid Fax: (204) 983-0338**

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 - Western
Region
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Title - Sujet Fresh Fruits and Vegetables	
Solicitation No. - N° de l'invitation W0117-18V037/A	Date 2018-11-03
Client Reference No. - N° de référence du client W0117-18V037	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-118-10696
File No. - N° de dossier WPG-8-41136 (118)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-11-06	Time Zone Fuseau horaire Central Standard Time CST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Omerzo, Zeljka	Buyer Id - Id de l'acheteur wpg118
Telephone No. - N° de téléphone (204)510-2597 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 715 WUHURI ROAD/ BLDG 61 PO BOX 17000 STN FORCES WINNIPEG MB R3J 3Y5	
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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Solicitation No. - N° de l'invitation
W0117-18V037/A
Client Ref. No. - N° de réf. du client
W0117-18V037

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-8-41136

Buyer ID - Id de l'acheteur
wpg118
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, and any other annexes

1.2 Summary

A Regional Individual Standing Offer for the supply and delivery of Fresh Fruits and Vegetables, as required by the Department of National Defence 17 Wing, Winnipeg, Manitoba.

The Standing Offer will be in effect from approximately December 21, 2018 to December 20, 2019, as a one year period with twelve (12) one (1) month rebid periods.

Up to three (3) standing offers could be issued for the product list in Annex B, Basis of Payment

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

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.

2.1.1 SACC Manual Clauses

[M0019T](#) (2007-05-25), Firm Price and /or Rates

2.2 Submission of Offers

Bids 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 bid solicitation:

BRU: Western Region Bid Receiving Unit (Winnipeg)
Address: Room 100, 167 Lombard Avenue
Winnipeg, Manitoba R3B 0T6

E-post Connect: ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Bids/Offer 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.

Bid Fax: (204) 983-0338

Once the offer has been completed and submitted by facsimile, or mail, a copy of the Basis of Payment (Excel file) should be sent, by e-mail, to the following address: WST.MBFood@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 15 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 Manitoba.

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 and (1) soft copy on Excel file by e-mail to WST.MBFOOD@pwgsc.gc.ca
Section III:	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:	Technical Offer (1 hard copy)
Section II:	Financial Offer (1 hard copy) and (1) soft copy on Excel file by e-mail to WST.MBFOOD@pwgsc.gc.ca
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 the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "E" 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- a) Ability to perform the full scope of the work as described in Annex A.
- b) Provision of firm pricing for a minimum of 90% (55/62) of the items specified in Annex B, Basis of Payment.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. Lowest evaluated price will be determined in accordance with Steps 1 - 3 detailed below. The evaluation will be based on like items.

The RFSO will allow for the possibility of issuing up to three (3) Standing Offers, where the second (2nd) and third (3rd) Standing Offers provide a minimum 10% economic benefit to the Government of Canada.

Step 1: The total aggregate evaluated amount for each offer is calculated by multiplying the unit price for each item by the associated estimated quantity listed and summing the values for the product list in Annex B, Basis of Payment. The responsive offer with the lowest aggregate evaluated price is recommended issuance of a standing offer.

Step 2: For other offers to be considered, their aggregate evaluated total must be within 10% of the aggregate evaluated total of the lowest compliant offer.

Step 3: Where there is a minimum 10% economic benefit and more than one Standing Offer being issued, the Standing Offers will be issued using the Low Line Item Award Approach. See example at Annex F - Low Line Item Award Approach.

Bidders are requested to provide pricing as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so may render the bid non-responsive without further consideration.

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 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.

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/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 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, 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 monthly reporting periods are defined as follows:

1st month: 21 December 2018 - 20 January 2019
2nd month: 21 January 2019 - 20 February 2019
3rd month: 21 February 2019 - 20 March 2019
4th month: 21 March 2019 - 20 April 2019
5th month: 21 April 2019 - 20 May 2019
6th month: 21 May 2019 - 20 June 2019
7th month: 21 June 2019 - 20 July 2019
8th month: 21 July 2019 - 20 August 2019
9th month: 21 August 2019 - 20 September 2019
10th month: 21 September 2019 - 20 October 2019
11th month: 21 October 2019 - 20 November 2019
12th month: 21 November 2019 - 20 December 2019

The data must be submitted to the Standing Offer Authority no later than five (5) 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 21 December 2018 to 20 December 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

The Standing Offer Authority is:

Zeljka Omerzo
Procurement Officer
Public Works and Government Services Canada
Procurement Branch
Suite 100-167 Lombard Avenue
Winnipeg, MB R3B 0T6

Telephone: (204) 510-2597
Facsimile: (204) 983-7796
E-mail address: Zeljka.Omerzo@pwgsc-tpsgc.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: (*to be determined*)

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

6.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence 17 Wing Winnipeg.

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 **\$(to be determined)** (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)** (Applicable Taxes excluded) 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 three 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) the general conditions [2029](#) (2016-04-04), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Usage Report;
- i) the Offeror's offer dated _____ (*insert date of offer*).

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.

6.11.2 SACC Manual Clauses

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

6.12 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 Manitoba.

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.

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

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive (*fill in end date of the period*).

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 Unit Prices

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 a cost of **\$(to be determined)**. 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): (**to be determined**)

- 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

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.

6.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.7 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods
D0014C (2007-11-30), Delivery of Fresh Chilled or Frozen Products
D0018C (2007-11-30), Delivery and Unloading
D3004C (2007-11-30), Type of Transport

ANNEX "A"

REQUIREMENT

A Regional Individual Standing Offer for the supply and delivery of Fresh Fruits and Vegetables as required by the Department of National Defence 17 Wing, Winnipeg, Manitoba.

Up to three (3) standing offers could be issued for the product list in Annex B, Basis of Payment.

Mandatory Specifications: The Offeror must comply with all mandatory requirements identified herein. Failure to do so will result in your proposal being deemed non-responsive, and be given any further consideration. (Statements that include the words "shall" or "must" are mandatory requirements unless expressly said not to be.)

1. STATEMENT OF SERVICE

To provide and deliver within the scope of this standing offer as required 2-3 times a week to 17 Wing Winnipeg Food Service Buildings as identified on the call-up. If required, personnel from 17 Wing Food Service will meet the Offeror at a specified location to receive the food order in the event of an emergency.

2. STATEMENT OF WORK

The Offeror shall for the duration of the Standing Offer, consistently, efficiently and accurately provide food commodities in accordance with the food quality standards specified in the Canadian Forces (CF) - Food Quality Specifications (FQS) Available upon request.

3. QUALITY STANDARDS

All food procured must adhere to the CF - Food Quality Specifications (FQS).

Food products and handling must be in compliance with Health Canada and the Acts and Regulations therein set out by the Canadian Food Inspection Agency as directed in the CF Food Quality Specifications.

CF Food Quality Specifications are available upon request.

Food products, including products with a durable life of 90 days or less must comply with the Date Labelling of pre-packaged food products in the Food and Drug Regulations, the CFIA General Principles of Food Hygiene, Composition and Labelling – Part One; and CFIA Guide to Food Labelling and Advertising.

"No Name" or "Generic Brands" are NOT ACCEPTABLE

4. MINIMUM INDIVIDUAL CALL UP

The majority of call ups against this Standing Offer will total a minimum of \$200.00 (goods and Services Tax or Harmonized Sales Tax included)

When a Call-up of \$200.00 or more is issued;

All orders are to be **FOB destination, including all delivery and transportation charges** unless otherwise specified at the time of call-up.

When a Call-up with a total dollar value of less than \$200.00 is issued;

Transportation charges shall be prepaid and charged as a separate item on the invoice at the suppliers cost. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee. As this will be a rare occurrence all evaluations will be based on the assumption that individual call-ups will be greater than \$200.00.

5. ORDER AND DELIVERY SERVICE LEVELS

Designated 17 Wing Food Service representatives may place orders by web, phone call, e-mail or fax. Minor amendments to the order made by Food Service Rep. must be made with at least 24 hours notice. Minor amendments are defined as a value change of 10% or less of the entire order value.

Once a food order has been placed with the Offeror, 17 Wing Food Services may not cancel the order within less than 24 hours notice of food order delivery. Cancellation of food orders with less than 24 hours notification will remain at the discretion of the Offeror.

Deliveries must be made within 2 days of call-up as per specified delivery date with the exception of special orders and/or detailed order status items.

Any special order and/or detailed order status items that are stocked or non-stocked items in the Offeror's warehouse requiring more than three (3) days notice to deliver must be annotated in Annex B, Basis of Payments.

The Offeror may be required to split cases for some food commodities on an as required basis.

a. Normal Requirements & Delivery Locations:

Delivery is to be made within **(2) two working days** (working day is defined as between the hours of 06:00 – 13:00, Monday to Saturday), of the call-up. The Offeror will be required to deliver directly to the 17 Wing Food Services specified site as identified on the call-up.

These sites include:

- a) Combine Mess Kitchen (Bldg. 61)
 - b) Flight Feeding (Bldg. 61)
 - c) Officers Mess Kitchen (Bldg. 76)
 - d) Other Locations as Specified by 17 Wing Food Services in the event of Emergencies.
- b. Amendments to Normal Requirements: Within 48 hours of scheduled delivery.
- c. Extraordinary Deliveries:

Full or part Emergency deliveries must be made within 24 hours. This is a critical issue because of personnel and equipment scheduling, major exercises that are extraordinary.

5.1 EMERGENCY SERVICE LEVELS:

In the Event of an Emergency as defined herein the Offeror must be prepared to ensure prompt delivery as required for operations at any time, seven days per week.

Emergency orders may be placed at any time for delivery within 4 hours, and the Offeror shall endeavour to fill such orders to the best of their ability. This would be in the event for the following:

- 1) CF/National / Civic and Ministerial Emergencies

2) Security Measures

- a) Terrorist Actives
- b) Hostile Intent
- c) National Security Concerns

Should the Offeror be unable to deliver to the designated location, due to circumstances beyond their control, 17 Wing Winnipeg Food Services representatives and the Offeror shall agree on the nearest practical point where the goods can be delivered. 17 Wing may require that the vehicle be checked, loaded and the sealed with a serial Tag to be provided by 17 Wing Food Service and Military Police.

Additionally if the situation warrants, 17 Wing Food Services may dispatch a Military vehicle with escort to the Offeror's facility to pick up the Food Order. Food deliveries are to be made direct to the consignee or to an alternate location as specified by the consignee up to three times a week. 17 Wing Food Service reserves the right to make changes to the delivery schedule due to operational requirements. Any changes to delivery schedule will be made to the Offeror, in writing, (not less than 3 working days) in advance. The Offeror shall bear all risks of loss or damage to the goods until such time as they have been accepted by 17 Wing Food Service.

6. COMPUTERIZED FOOD ORDERING

The Offeror will make available an automated food ordering form listing the food item description, pack size, catalogue code ID number, purchase unit, current purchase unit price and total ordering quantity columns. This automated form must be capable of tabulating the accumulated total cost of the requested food order items. The format used to identify and price food items on the order form shall be identical to the information that appears on the Offeror's shipping invoice.

7. ORDER CONFIRMATION OF AVAILABILITY

Confirmation of receipt of the order and of availability of items must be made within six (6) hours of the order being placed with the Offeror. Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated 17 Wing Food Services representative.

8. TRANSPORTATION AND STORAGE

Carriers used are designed, constructed, maintained, cleaned and suitable for the transportation of food and food products. Ingredients and finished product requiring refrigeration are transported at 4°C (39°F) or less, and the temperature is appropriately monitored.

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

All delivery vehicles must comply with or exceed the standards set out in the CFIA Food Transportation and Handling.

9. RECEIVING FOOD

This function involves verifying that what was ordered is actually received, ensuring the invoice accurately reflects the items received and the agreed prices, and signing for the goods.

The 17 Wing Food Services representative responsible for receiving food must check for quality, quantity, refrigerated/frozen state of the product, as determined by visual examination and by "expiry date" (or the equivalent).

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Buyer ID - Id de l'acheteur
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All products supplied shall be free of signs of deterioration, spoilage, filth and damage by rodents or insects. The Purchase Order and the Purchase Standard List must be readily available for reference to confirm that the product meets the quality standard and quantity as ordered. The verification will be done while the delivery is being made. 17 Wing Food Services representative must indicate acceptably delivery is being made.

17 Wing Food Services representatives may perform quality assurance inspections at the Offeror's facilities, and therefore must be given access to the Offeror's facilities when requested.

10. REJECTION OF SHIPMENT

A Notice of Rejection will be completed when any aspect of the delivery does not comply with the specified quality standards, even if the shipment had been accepted. The rejection notice must be completed and submitted within 24 hours of acceptance. An unsatisfactory condition report will be initiated and sent to the Offeror and PWGSC.

The Offeror agrees, upon notification of rejection, to replace any rejected items on the next scheduled food order delivery required by the 17 Wing Food Services representative. If the rejected item is replaced it shall be in the same quantity and at the same cost as the original order. Discounting for damage goods will not be accepted. The Consignee will have the right to reject products at the time of delivery and the Offeror will remove unacceptable products immediately.

11. DISCREPANCIES AND SUBSTITUTIONS OF FOOD

No items shall be substituted unless the substitution is authorized on the call-up document by 17 Wing Food Services Representative/Technical Authority.

Substitutions shall be clearly identified on the invoice. All discrepancies in the delivery of products shall be recorded on the bill of lading invoice.

12. QUANTITIES

The estimated quantities can be found in Annex B, Basis of Payment. The quantities provided are provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada.

ANNEX "B"

BASIS OF PAYMENT

1. The Excel spreadsheet when completed, will be considered as the offeror's Financial Proposal.
2. Firm prices must be in Canadian dollars, applicable taxes excluded, FOB destination, including all fees, as applicable (environmental levy, deposits, delivery, offloading and fuel charges.) Applicable taxes, environmental levy fees, and deposits will be shown as separate line items on any resulting invoices.
3. Offered format must allow for conversion to the requested format without clarification. Please see below chart for examples.

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,

4. Line items that are not provided in a format that can be converted to the requested format using only the information provided in the offer, will be:
 - deemed non-responsive;
 - given no further consideration; and
 - deducted from the responsive line item count.
5. The quantities provided are for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the Crown.
6. Should there be an error in the extended pricing of the offeror's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer will be changed to reflect the quantities stated in the Basis of Payment.

ANNEX "C"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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ANNEX "D"

USAGE REPORT

Return to:

ATTN.: Zeljka Omerzo, Procurement Officer
Public Works and Government Services Canada
Procurement Branch
Suite 100-167 Lombard Avenue
Winnipeg, MB R3B 0T6

E-mail address: Zeljka.Omerzo@pwgsc-tpsgc.gc.ca

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER: _____
STANDING OFFER NO: _____

DEPARTMENT OR AGENCY: _____
REPORTING PERIOD: _____

Item No.	Call-Up/contract No. (Including Amendments) 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:			

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

PREPARED BY: _____

NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____ DATE: _____

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ANNEX "E" 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)

ANNEX "F"

LOW LINE ITEM AWARD APPROACH EXAMPLE

		Firm A		Firm B		Firm C		Low Line Item	
Item	Qty	Unit Price Extended Price		Unit Price Extended Price		Unit Price Extended Price		Extended Price Firm	
1.	1000	\$6.00	\$6,000.00	\$5.00	\$5,000.00	\$5.75	\$5,750.00	\$5,000.00	B
2.	500	\$3.00	\$1,500.00	\$4.00	\$2,000.00	\$5.00	\$2,500.00	\$1,500.00	A
3.	600	\$8.00	\$4,800.00	\$7.00	\$4,200.00	\$6.85	\$4,110.00	\$4,110.00	C
4.	900	\$10.00	\$9,000.00	\$11.00	\$9,900.00	\$9.00	\$8,100.00	\$8,100.00	C
5.	250	\$4.65	\$1,162.50	\$6.20	\$1,550.00	\$5.70	\$1,425.00	\$1,162.50	A
Total			\$22,462.50		\$22,650.00		\$21,885.00	\$19,872.50	

In order to determine whether to award by line item or basket, the total of each lowest priced line item (across suppliers) is compared to the lowest basket price (single supplier). The difference between these two amounts is considered an administrative savings. In this case, the lowest total cost to award by line item would be **\$19,872.50** and the total cost to award by basket would be **\$21,885.00**.

The administrative savings in this case is:

Lowest line item total (\$19,872.50) x 0.10 = administrative savings of \$1,987.25

To award by low aggregate, the lowest basket price must be \$19,872.50 + \$1,987.25 = **\$21,859.75 or less**. Since this isn't the case in the example, the evaluation would result in awarding up to 3 standing offers.