

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions\Travaux publics et Services
gouvernementaux Canada
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656**

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 Supply
and Services Operation
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3

Title - Sujet Fresh Fruit and Vegetables	
Solicitation No. - N° de l'invitation W0107-191533/A	Date 2018-12-05
Client Reference No. - N° de référence du client W0107-19-1533	GETS Ref. No. - N° de réf. de SEAG PW-\$PET-908-1543
File No. - N° de dossier PET-8-49035 (908)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-12-21	Time Zone Fuseau horaire Eastern Standard Time EST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: McCartney, Sharon	Buyer Id - Id de l'acheteur pet908
Telephone No. - N° de téléphone (613)545-8674 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE, Garrison Petawawa Normandy Court Kitchen/Catering 132 Nicklin Parade Sq, Building G-1 PETAWAWA Ontario K8H2X3 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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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 Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes.

1.2 Summary

- 1.2.1** Garrison Petawawa, Food Services requires a one (1) year Regional Individual Standing Offer (RISO) to be used by the numerous lodger and training units located in the Garrison Petawawa Area of Operation on an "as and when requested" basis for the supply and delivery of various Fresh Fruit and Vegetables products.

The Period of the Standing Offer is from 1 January 2019 to 31 December 2019.

This Request for Standing Offers may result in the issuance of up to three (3) Regional Individual Standing Offers.

- 1.2.2** The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3** The requirement is subject to a preference for Canadian goods and/or services.
- 1.2.4** 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 fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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

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:

Bid Receiving Public Works and Government Services Canada

Petawawa Procurement

Building S-111, Rm C-114

101 Menin Rd. Garrison Petawawa

Petawawa, Ontario, K8H 2X3

Bid Fax: (613) 687-6656

Email address to initiate an epost Connect service: TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca.

Bids/Offerors will 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.

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.

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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 (one (1) hard copy)

Section II: Certifications (one (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.

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.

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: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B" - Appendix 1, Basis of Payment.

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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

SACC Manual Clause 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 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 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

Offerors must provide the following at Annex "B" - Appendix 1, Basis of Payment:

A-1 Standard Food Products - all-inclusive, firm unit prices in Canadian funds, including delivery, FOB destination for any line items for which they are submitting an offer;

B-1 Special Orders - 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 Evaluation of Price

The Evaluated Price will be the aggregate of:

The Extended Price (Column C) for each item in Annex "B" - Appendix 1, Basis of Payment, A-1 Standard Food Products is calculated by multiplying the Estimated Monthly Usage (Column A) by the Firm Unit Price (Column B) in accordance with Annex "B" - Appendix 1, Basis of Payment.

In the event that an offeror does not provide a Firm Unit Price (Column B) for an item in Annex "B" - Appendix 1, Basis of Payment, A-1 Standard Food Products, the highest Firm Unit Price (Column B) among their competitors' offers will be used for the purpose of calculating the Evaluated Price for this item.

The Evaluated Price is the sum of the Extended Price (Column C) Annex "B" - Appendix 1, Basis of Payment, A-1 Standard Food Products.

Annex "B" - Appendix 1, Basis of Payment, B-1 Special Orders: Special Orders will not be evaluated.

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, Basis of Payment 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 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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

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

"Offerors must clearly identify below which items meet the definition of Canadian good and complete the certification below."

The Offeror certifies that:

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

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

5.2.3.2 Board of Directors Certification

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "F" Additional Certification Information 1. Board of Directors.

5.2.3.3 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "F" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). 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.

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 Offer Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C" indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 1 January 2019 to 31 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:

Name: Sharon McCartney
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region/Petawawa Procurement
Address: Bldg S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa, ON, K8H 2X3

Telephone: 613-545-8674
Facsimile: 613-545-8067
E-mail address: Sharon.McCartney@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 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 (to be completed by the bidder):

Name and telephone number of the person responsible for:

General Enquires:

Name: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

Delivery Follow-up:

Name: _____
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, Garrison Petawawa.

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 (Annex "D");
 - 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 insert at contract award) (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), General Conditions - Goods (Medium Complexity);
- e) Annex "A", Requirement;
- f) Annex "B", Appendix 1, Basis of Payment; and
- g) the Offeror's offer dated _____ (to be insert at contract award).

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.

6.10.2 SACC Manual Clauses

SACC Manual Clause [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 _____ **(to be completed by the Offeror)**.

6.12 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

Section 16 Interest on Overdue Accounts, of 2010A (2018-06-21), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards **(This clause will be inserted if payment by credit cards is accepted by the Offeror, otherwise it will be deleted).**

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract plus two (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 a firm unit price(s) as specified in in Annex "B" - Appendix 1, Basis of Payment. 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 Payments

SACC Manual clause [H1000C](#) (2008-05-12), Single Payments

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 updated at contract award)**:

- 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. The following must be followed when submitting invoices:
 - a) The invoices must be in sequence with the table in Annex "B" - Appendix 1, 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; and
 - d) Each call-up and consignee point must be invoiced separately.
3. 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](#) (2016-01-28) Insurance

6.7 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations
SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods
SACC Manual clause [D0014C](#) (2007-11-30), Delivery of Fresh Chilled or Frozen Products
SACC Manual clause [D0018C](#) (2007-11-30), Delivery and Unloading
SACC Manual clause [D3004C](#) (2007-11-30), Type of Transport

6.8 Inspection and Acceptance

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

ANNEX "A"

REQUIREMENT

FRESH FRUITS AND VEGETABLES PRODUCTS

1.0 REQUIREMENT

Garrison Petawawa, Food Services requires a one (1) year Regional Individual Standing Offer (RISO) to be used by the numerous lodger and training units located in the Garrison Petawawa Area of Operation on an "as and when requested" basis for the supply and delivery of various Fresh Fruits and Vegetables 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;
- iii. Canada Agriculture Products Act;
- iv. Consumer Packaging and Handling Act (as it relates to food);

3.0 DND FOOD QUALITY SPECIFICATIONS

All goods supplied must be in accordance with the DND Food Quality Specifications (FQS) located on the Federal Government Buy and Sell website (www.buyandsell.gc.ca).

Fresh Fruit	E6TOR-13RM20/A
Fresh Vegetables	E6TOR-13RM21/A
Herbs Spice and Seasonings	E6TOR-13RM25/A

4.0 DELIVERABLES

4.1 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.

4.2 Amendments

- a. The Contractor must accept customer amendments (changes/quantity increases/ quantity decreases) to call-ups if they occur twenty-four (24) hours in advance of delivery.

4.3 Substitutions

- a. The Contractor 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 Contractor must notify Project Authority 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 Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted. The Contractor cannot charge more

than what was quoted on the Standing Offer. If a product becomes temporarily unavailable for a short period of time due to Manufacturing Problems only, you are to supply a product of equal value (if available) at the quoted price, ONLY if acceptable by the Project Authority or their designate. The Contractor will be required to provide the reason(s) for the temporary unavailability of the product and will be responsible for notification as soon as the original product brand is made available again.

- c. The Contractor must advise the Project 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.

4.4 Discontinued product

- a. All discontinued products must be reported to the Project Authority prior to next scheduled delivery. The Contractor must replace discontinued product with a comparable product at equal cost until the replacement product is agreed upon and approved, by the Project Authority.

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 Offeror / Contractor's name and address, identification of contents, net weight and/or quantity, storage instructions and/or special instructions. 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 Contractor. Such containers, although not accountable, are to be returned at the request of the Contractor.
- c. All food items must be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet.
- d. All food items must be shipped to the delivery point on shrunk or stretch wrapped pallets and not higher than 180 CM in height.
- e. The Contractor must use every effort to utilize environmentally friendly packaging to include recycled pallets, cartons and trays.

4.6 Delivery slips

- a. The Contractor must supply a delivery slip or a packing slip with each delivery. The Contractor'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 Delivery

- a. Deliveries must be made direct (unless otherwise specified) to the following address:

Department of National Defence
Garrison Petawawa
Normandy Court Kitchen/Catering
132 Nicklin Parade Sq, Building G-104

Petawawa, Ontario
K8H 2X3

- b. There will be no delivery to the field.
- c. Delivery must be made between the hours of 06:00 and 08:00 hrs, Monday to Friday. Emergency delivery may be required on weekends.
- d. The best before date on fresh products must be at least seven to ten (7 - 10) calendar days after the delivery date.
- e. Timely delivery turnaround is imperative. The Contractor must deliver product in accordance with the following timeframes:
 - i. Regular deliveries within forty-eight (48) hours of a Call-Up request; and
 - ii. Emergency Deliveries within twenty-four (24) hours of a Call-Up request.
- f. The Contractor must notify the Project Authority within twenty-four (24) hours of a call-up if shipment of any product(s) will not be made, in order to allow the Project Authority sufficient time to make alternative arrangements for the unavailable product(s).
- g. The Contractor must confirm receipt of a Call-Up document within six (6) hours.

4.8 Liability for Defective Products

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

4.9 Short-orders/back orders

- a. Backorders will not be accepted unless approved by the Project Authority in advance. In all other cases, 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 by the Contractor. The Contractor must provide the Project Authority a credit receipt for all items that are not accepted or short shipped within seven (7) working days from notice of the discrepancy.
- b. Emergency Deliveries are not to be back ordered. Any discrepancies must be communicated to the Project Authority who issued the call-up.

4.10 Quality Assurance

- a. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects.
- b. Fresh chilled food items must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that Fresh chilled food items between 4° C and 1° C until delivery.
- c. Final inspection and acceptance of all food products will rest solely with the DND representative at the point of delivery. DND retains the right to reject such products at the time of delivery.

- d. The Contractor must replace any rejected item within twenty-four (24) hrs of notification of rejection;
- e. DND representatives may perform quality assurance inspections at the Contractor facilities as required.

4.11 Product Recall

- a. All products that are recalled by a manufacturer must be picked-up, reimbursed and/or substituted with a comparable product at the Contractor's expense within twenty-four (24) hours of recall notice.

4.12 Transportation

- a. The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, the environment it presents must not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.
- b. All delivery vehicles must comply with or exceed the standards set out in the Canada Sanitation Code, current issue.
- c. Delivery shall be made in a refrigerated transport vehicle and show no evidence of deterioration.
- d. Minimum size of the refrigerated transport vehicle compatible with the loading dock at Bldg G-104 is a three (3) ton.

5.0 Constraints

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

Solicitation No. - N° de l'invitation
W0107-191533/A
Client Ref. No. - N° de réf. du client
W0107-19-1533

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-8-49035

Buyer ID - Id de l'acheteur
pet908
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

All prices are firm unit prices in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included. Applicable Taxes are not included in pricing and will be shown as a separate item on invoices.

Prices stated in Annex "B" - Appendix 1, Basis of Payment, are firm for the period of the Standing Offer.

1. Standard Food Products

See Annex "B" - Appendix 1 - A-1 Standard Food Products - The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one (1) month and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered. (italics to be removed at time of issue)

2. Special Orders

See Annex "B" - Appendix 1 - B-1 Special Orders - The estimated expenditure provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The expenditure as stated herein reflect the expected usage for one (1) month and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered. (italics to be removed at time of issue)

ANNEX "C"

STANDING OFFER REPORTING REQUIREMENTS

Send to the Standing Offer authority named herein.

Use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spent to date, by government department.

Standing Offer Title		Standing Offer #		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)		Total Value for Reporting Period (\$)		Start of Reporting Period (DD/MM/YYYY)	End of Reporting Period (DD/MM/YYYY)
Department Requesting	Order Number	Description (Item#, Quantity)	Date of Order (DD/MM/YYYY)	Date of Delivery (DD/MM/YYYY)	Value of Order (not including GST/HST)

PREPARED BY:

Name: _____

Telephone: ____ - ____ - _____

Signature: _____

Buyer ID - Id de l'acheteur
pet908
CCC No./N° CCC - FMS No./N° VME

Solicitation No. - N° de l'invitation
W0107-191533/A
Client Ref. No. - N° de réf. du client
W0107-19-1533

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-8-49035

Buyer ID - Id de l'acheteur
pet908
CCC No./N° CCC - FMS No./N° VME

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)

Solicitation No. - N° de l'invitation
W0107-191533/A
Client Ref. No. - N° de réf. du client
W0107-19-1533

Amd. No. - N° de la modif.
File No. - N° du dossier
PET-8-49035

Buyer ID - Id de l'acheteur
pet908
CCC No./N° CCC - FMS No./N° VME

ANNEX “F”

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract 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.