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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

### **1.2 Summary**

The Department of National Defence, Kingston has a requirement for the supply and delivery of fresh fruit and vegetables, as specified in Annex A and Annex B on an as and when requested basis.

The offeror can submit pricing on as many or as few line items as they wish. Offers will be evaluated on the highest amount of line items offered and then on a line item basis.

The Request for Standing Offer may result in the issuance of up to three (3) Standing Offers.

The period of the Standing Offer is from May 1, 2019 to July 31, 2019.

The Standing Offer holders will be given the opportunity to rebid their pricing on a monthly basis as outlined in Annex B.

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

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

### 1.3 Debriefings

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

### 1.4 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

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:
  - subsection 2. is deleted entirely and replaced with the following:
    2. epost Connect
      - a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
        - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is:  
  
[tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)  
  
or if applicable, the email address identified in the RFSO.
        - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
      - b. To submit an offer using epost Connect service, the Offeror must either:
        - i. send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
        - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
      - c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.

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- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
  - e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
  - g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete offer;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer;
    - vii. security of offer data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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.

## 2.2 Submission of Offers

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

*Bid Receiving – PWGSC  
33 City Centre Drive, Suite 480C  
Mississauga, Ontario, L5B 2N5*

[TPSGC.ordreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ordreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

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**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

*Fax: 905-615-2095*

### **2.3 Enquiries - Request for Standing Offers**

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

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

### **2.4 Applicable Laws**

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

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copies)  
Section II: Financial Offer (1 hard copies)  
Section III: Certifications (1 hard copies)

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

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

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

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

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

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

If Annex "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

##### **3.1.2 Exchange Rate Fluctuation**

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Financial Evaluation**

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

The Offeror must submit with its bid, pricing in accordance with Annex B – Basis of Payment, in Canadian Funds. Pricing must be provided for any line item the Offeror is submitting an offer.

Offers will be evaluated based on the prices detailed in Annex B – Basis of Payment.

The Offeror must provide a maximum mark-up percentage for Special Orders

A maximum of three (3) Standing Offers will be awarded.

The offers will be reviewed based on the number of line items submitted by each Offeror. The three (3) offers with the highest amount of line items submitted will be deemed qualified offers and be evaluated on a line item basis and all other offers will not be reviewed. Each line item will be evaluated separately, with the lowest Firm Unit of Measure (UoM) Price being awarded the specific line item.

If all offers provide pricing for all line items or the same amount of line items, the total evaluated price of all line items will be used and the three (3) lowest price offers will be deemed qualified offers and then be evaluated on a line item basis and all other offers will not be reviewed. The total evaluated price is the sum of the Extended Price, Extended Price is calculated as the estimated usage multiplied by Firm UoM price.

##### **4.1.1.2 SACC Manual Clause**

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

### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an item by item basis will be recommended for issuance of a standing offer.

A maximum of three (3) Standing Offers will be awarded.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Offerors must provide the required certifications and additional information to be issued a standing offer.

Solicitation No. - N° de l'invitation  
W0113-19BF44/B  
Client Ref. No. - N° de réf. du client  
W0113-19BF44

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-8-41143

Buyer ID - Id de l'acheteur  
TOR033  
CCC No./N° CCC - FMS No./N° VME

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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 property 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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

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

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

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

The period for making call-ups against the Standing Offer is from May 1, 2019 to July 31, 2019.

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

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

#### **6.5 Authorities**

##### **6.5.1 Standing Offer Authority**

Solicitation No. - N° de l'invitation  
W0113-19BF44/B  
Client Ref. No. - N° de réf. du client  
W0113-19BF44

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-8-41143

Buyer ID - Id de l'acheteur  
TOR033  
CCC No./N° CCC - FMS No./N° VME

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The Standing Offer Authority is:

Name: Lesley Martin  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch

Telephone: 416-275-7110

E-mail address: [Lesley.Martin2@pwgsc.gc.ca](mailto:Lesley.Martin2@pwgsc.gc.ca)

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

### 6.5.2 Project Authority

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

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

### 6.5.3 Offeror's Representative

Name:

Telephone:

E-mail address:

### 6.6 Identified Users

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

- a) Rations & Quarters Support Services, Procurement Officer, CFB Kingston

### 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 \$15,000.00 (Applicable Taxes included).

#### **6.9 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement (*choose as applicable*);
- f) Annex B, Basis of Payment (*if applicable*);
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*),

#### **6.10 Certifications and Additional Information**

##### **6.10.1 Compliance**

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

##### **6.11 Applicable Laws**

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

##### **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.

Solicitation No. - N° de l'invitation  
W0113-19BF44/B  
Client Ref. No. - N° de réf. du client  
W0113-19BF44

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-8-41143

Buyer ID - Id de l'acheteur  
TOR033  
CCC No./N° CCC - FMS No./N° VME

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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.

***Insert the following clause when payment by credit cards is accepted by the Offeror.***

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.

### **6.3 Term of Contract**

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

The period of the Contract is from date of Contract to two months after contract award.

#### **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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ (insert the amount at call-up). 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**

*Contracting officers must reproduce below, the information from Annex "X" Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Contractor and renumber accordingly.*

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

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

#### **6.5 Invoicing Instructions**

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

#### **6.6 Insurance**

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

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

A9062C (2011-05-16) Canadian Forces Site Regulations  
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D0018C (2007-11-30) Delivery and Unloading  
D3007C (2007-11-30) Inspection and Stamping  
D3004C (2007-11-30) Type of Transport

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## ANNEX A REQUIREMENT

### 1. Requirement

The Department of National Defence (DND), Canadian Force Base (CFB) Kingston, Ration and Quarters Support Services (R&QSS) requires the supply and delivery of fresh fruit and vegetables as specified in Annex A and Annex B on an as and when requested basis.

### 2. DND Food Quality Specifications

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

Fresh Fruit: E6TOR-13RM20

Fresh Vegetables: E6TOR-13RM21

### 3. Delivery

- a) Delivery must be made within seventy-two (72) hours from receipt of a Call-Up document.
- b) Deliveries must be made between the hours of 06:30 and 11:00 hours (EDT ON), Monday to Friday.
- c) Emergency deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost.
- d) There is no minimum shipment due to limited storage areas and no minimum call-up limit
- e) The Contractor must replace any rejected item within twenty-four hours of notification of rejection
- f) Deliveries must be made directly to the location detailed in the Call-Up
- g) The Contractor must make deliveries to all delivery locations listed at 4. Delivery Locations below
- h) The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery
- i) All goods delivered must be free of signs of deterioration, spoilage, filth, damage or infestation by rodents or insects
- j) All goods must be delivered in refrigerated vehicles which are clean, free of odours and free of any signs of rodent or insect activities
- k) The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description
- l) The Contractor must notify the Technical Authority and the personnel listed below based on the delivery location, immediately of any product which is subject to a product recall by a manufacturer. The Contractor must pick-up the product recall within twenty-four (24) hours of the recall notice. The Contractor must offer a comparable substitute product at no additional expense or provide a credit note for reimbursement of the recalled product
- m) No back orders will be accepted unless arranged in advance with the technical authority and personnel listed below based on the delivery location
- n) The site authority will identify any discrepancies and/or short shipments of products at the time of delivery. The Contractor must issue a credit for all discrepancies and/or short shipments of products within seven (7) working days
- o) The site authority is responsible for the inspection and acceptance of goods at delivery destination
- p) Inspection and acceptance of products delivered will rest with the Site Authority at the delivery destination.
- q) Delivery slips must be supplied for each Call-Up.
- r) Pallets
  - o All goods must be delivered on a registered Range plastic pallet or Blue wood pallet
  - o The Contractor must have a pallet tracking system in place. The Contractor must ensure that the number of pallets delivered to a location is the same number returned

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monthly. The Contractor must maintain a record of the number of pallets delivered to and returned by for each delivery location on a monthly basis. A copy of this record must be provided to the Site Authority monthly. Any discrepancy with the quantities of pallets delivered and returned on the record will be forwarded to the Contractor in writing within thirty (30) days after the last delivery date of month.

#### 4. Delivery Locations

Facility Name	Civic Address	BLDG #	Contact – Site Authority
Routledge Hall	9 Parade Road Kingston, Ontario K7K 7B4	VB31	Procurement Manager Phone: 613-541-5010 ext. 4233
Warrant Officer and Sergeant's Mess	18 Craftsman Blvd Kingston, Ontario K7K 7B4	MB-52	
Vimy Officers Mess	1 Princess Royal Ave Kingston, Ontario K7K 7B4	VC-1	
Royal Military College Cadet Dining Hall	22 Amiens Avenue Kingston, Ontario K7K 7B4		RMC Ration – Procurement Manager  Phone: 613-541-6000 ext. 6802
Fort Frontenac Officer's Mess	317 Ontario Street Kingston, Ontario K7K 7B4		IC Ration Phone: 613-541-5010 ext. 5963
1 Canadian Forces Joint Signals Regiment	20 Red Patch Ave Kingston, Ontario K7K 7B4	E-30	Chief Cook Phone: 613-541-5010 ext. 4067

#### 5. PRICE LIST UPDATES

The pricing provided by the Offeror in Annex B is firm for a one (1) month period.

The Offeror can provide new pricing in accordance with the pricing rebid frequency and terms and conditions provided in Annex B-1

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### Appendix 1

Item #	Item Description	Requested Packaging	UOI
A-1		pack/size	UOI
1	Apples, Golden Delicious	1 x 19.05kg	CASE
2	Apples, Granny Smith	1 x 19.05kg	CASE
3	Apples, Red Delicious	1 x 120ea	CASE
4	Apples, Royal Gala	1 x 19.05kg	CASE
5	Asparagus Spears, Green	1 x 12.73kg	CASE
6	Bananas	1 x 18.20kg	CASE
7	Blackberries, Fresh	1 x 2.54kg	FLAT
8	Blueberries, Fresh	1 x 2.54kg	FLAT
9	Broccoli, Fresh	1 x 12.31kg	CASE
10	Cabbage, Green	1 x 22.72kg	BAG
11	Cabbage, Green, Shredded	4 x 2.28kg	CASE
12	Cantaloupe	1 x 17kg	CASE
13	Carrots	1 X 22.68kg	BAG
14	Carrots, Baby	4 x 2.27kg	CASE
15	Cauliflower, Fresh	1 x 14.52kg	CASE
16	Celery, Fresh	1 x 25kg	CASE
17	Cucumbers, English	1 x 5.4kg	CASE
18	Grapefruit, Pink	1 x 48ea	CASE
19	Grapes, Green Seedless	1 x 8.2kg	CASE
20	Grapes, Red Seedless	1 x 8.20kg	CASE
21	Lemons	1 x 120ea	CASE
22	Lettuce, Spring Mix	2 x 0.680kg	CASE
23	Lettuce, Head, Iceberg	1 x 21.2kg	CASE
24	Lettuce, Iceberg, Chopped	4 x 2.27kg	CASE
25	Lettuce, Leaf	1 x 24ea	CASE
26	Lettuce, Romaine	1 x 19.05kg	CASE
27	Lettuce, Romaine, Chopped	6 x 1kg	CASE
28	Limes	1 x 50ea	BOX
29	Melon, Honeydew	1 x 10kg	CASE
30	Mushrooms, Portobello	1 x 2.27kg	CASE
31	Mushrooms, Shitake	1 x 2.27kg	BOX
32	Mushrooms, White Button	1 x 2.27kg	BOX
33	Onions, Green	1 x 1kg	CASE

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<b>34</b>	<b>Onions, Red</b>	<b>1 x 11.34kg</b>	<b>BAG</b>
<b>35</b>	<b>Onions, Spanish</b>	<b>1 x 22.68kg</b>	<b>BAG</b>
<b>36</b>	<b>Oranges, Navel</b>	<b>1 x 113ea</b>	<b>CASE</b>
<b>37</b>	<b>Peppers, Green</b>	<b>1 x 11kg</b>	<b>CASE</b>
<b>38</b>	<b>Peppers, Red</b>	<b>1 x 11kg</b>	<b>CASE</b>
<b>39</b>	<b>Peppers, Yellow</b>	<b>1 x 5kg</b>	<b>CASE</b>
<b>40</b>	<b>Pineapples, Fresh</b>	<b>1 X 6ea</b>	<b>CASE</b>
<b>41</b>	<b>Potatoes, Fresh, Red, Baby</b>	<b>1 x 22.68kg</b>	<b>CASE</b>
<b>42</b>	<b>Potatoes, Fresh, Baking</b>	<b>1 x 22.68kg</b>	<b>CASE</b>
<b>43</b>	<b>Potatoes, Fresh, French Fries, Skin on, 7/16"</b>	<b>6 x 2 kg</b>	<b>CASE</b>
<b>44</b>	<b>Potatoes, Fresh, Sweet</b>	<b>1 x 10 lb</b>	<b>CASE</b>
<b>45</b>	<b>Radishes</b>	<b>14 x .454kg</b>	<b>CASE</b>
<b>46</b>	<b>Raspberries, Fresh</b>	<b>12 x .170kg</b>	<b>FLAT</b>
<b>47</b>	<b>Spinach, baby Fresh</b>	<b>1 x 1.81 kg</b>	<b>CASE</b>
<b>48</b>	<b>Squash, Butternut</b>	<b>1 x 18.18kg</b>	<b>CASE</b>
<b>49</b>	<b>Strawberries</b>	<b>1 x 3.64kg</b>	<b>FLAT</b>
<b>50</b>	<b>Tomatoes</b>	<b>1 x 11.36kg</b>	<b>CASE</b>
<b>51</b>	<b>Tomatoes, Cherry</b>	<b>1 x 6.13kg</b>	<b>CASE</b>
<b>52</b>	<b>Turnips</b>	<b>1 x 22.68kg</b>	<b>BOX</b>
<b>53</b>	<b>Watermelon, Seedless</b>	<b>1 x 2ea</b>	<b>BOX</b>
<b>54</b>	<b>Zucchini, Green</b>	<b>1 x 9.09kg</b>	<b>CASE</b>
<b>55</b>	<b>Zucchini, Yellow</b>	<b>1 x 9.09KG</b>	<b>CASE</b>

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**ANNEX B**  
**BASIS OF PAYMENT**

**See Attached**

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## **ANNEX B – 1 REBID**

The qualified offeror is given the opportunity on a monthly basis to rebid their unit prices for any of the line items identified in Annex B.

All price rebids are due no later than the 20<sup>th</sup> day of the preceding month.

The Offeror must forward via email, electronic pricing in the format provided in their standing offer to the Standing Offer Authority.

Electronic pricing files shall be properly named and identify the vendor name and the applicable dates pricing applies. Example: Vendor Name Produce Prices DD-MM-YY to DD-MM-YY

Prices must be provided in 2 decimal place format (example: \$2.99 per kilogram)

Prices must include delivery to the locations specified in Annex A

The Offeror is solely responsible for the delivery of the rebid. If a revised price list is not received by the Standing Offer Authority as per the rebid schedule, the current prices will be used.

Prices will be reviewed by Public Works and Government Services Canada (PWGSC). The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC.

Pricing from each Standing Offer holder will be re-evaluated based on their submitted rebid prices. Each line item will be evaluated separately and the lowest Firm UoM price for each line item will be awarded accordingly. New unit prices will be issued by the Standing Offer Authority to the Standing Offer holder(s) to reflect the resulting changes.

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**ANNEX C  
USAGE REPORTING FORM**

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

<b>Standing Offer No. W0113-19BF44</b>						
<b>Month:</b>						
<b>Unitrak Code</b>	<b>Offerors Code</b>	<b>Item Description</b>	<b>Case Description</b>	<b>Quantity</b>	<b>Firm KG Price or</b>	<b>Firm Case Price</b>
<b>Monthly Total</b>						<b>\$</b>

**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 "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS  
ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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)