

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

Government of Canada Building
101 - 22nd Street East, Suite 110

**Saskatoon
Saskatchewan**

S7K 0E1
Bid Fax: (306) 975-5397

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/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

| | |
|--|---|
| Title - Sujet Food | |
| Solicitation No. - N° de l'invitation W2585-180007/A | Date 2019-05-24 |
| Client Reference No. - N° de référence du client W2585-180007 | GETS Ref. No. - N° de réf. de SEAG PW-\$STN-201-5165 |
| File No. - N° de dossier STN-8-41085 (201) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-06-26 | Time Zone Fuseau horaire Central Standard Time CST |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Marland, Rina | Buyer Id - Id de l'acheteur stn201 |
| Telephone No. - N° de téléphone (306)241-5742 () | FAX No. - N° de FAX (306)975-5397 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE DUNDURN DETACHMENT CAMP DUNDURN DUNDURN Saskatchewan S0K1K0 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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Solicitation No. - N° de l'invitation
W2585-180007/A
Client Ref. No. - N° de réf. du client
W2585-180007

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-8-41085

Buyer ID - Id de l'acheteur
STN201
CCC No./N° CCC - FMS No./N° VME

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This Standing Offer cannot be used for requirements in locations which fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and Comprehensive Land Claim Agreements.

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

- 1.2.1 This Regional Individual Standing Offer (RISO) is for the supply, delivery and off-loading of Miscellaneous Groceries, Dairy Products, Meats and Fresh Produce to the Department of National Defence (DND), 17 Wing Det Dundurn, located at Dundurn, SK, on an "as and when required" basis.

The items and estimated quantities required are listed in Annex B, Working Documents – List of Products. The estimated quantities are for evaluation purposes only and do not represent the actual quantity that will be ordered during the period of the Standing Offer.

The one year period is from August 1, 2019 to July 31, 2020 inclusive with one (1) rebid period at the end of year one, one (1) rebid period the end of year two, one (1) rebid period the end of year three and one (1) rebid period the end of year four. Each category will be divided into different refresh and/or rebid periods in accordance with the terms and conditions set out herein.

The requirement is divided into the following four (4) categories and their refresh/rebid periods are:

Miscellaneous Grocery – no refresh;
Dairy Products – no refresh, price adjustments, as applicable;

Meats – rebid quarterly, no refreshes;
Fresh Produce – rebid quarterly, with two one-month refreshes between

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.

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 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.

1.5 Key Terms

Refresh Period

The Standing Offer holder is able to update the prices of the items listed in their standing offer. The SO supplier does not change.

Prices that are updated will be subject to review and price support may be required.

Items in each category will be reviewed individually against the **original** bid price. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

Rebid Period

The standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation.

The same evaluation criteria will be used at the time of the rebid period as is used in the original evaluation.

The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

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.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.caor 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.
- 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.

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

2.1.1 SACC Manual Clauses

[B3000T](#) (2006-06-16), Equivalent Products
[C0008T](#) (2007-05-25), Price Support – Non-Competitive Bid (for refresh only)
[M0019T](#) (2007-05-25) Firm Price and/or Rates

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 Public Works and Government Services Canada
Government of Canada Building
101 – 22nd Street East, Suite 110
Saskatoon, Saskatchewan S7K 0E1

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

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.

Facsimile number: 306-975-5397

***Once your offer has been submitted as per the Offer Preparation Instructions under Part 3, a copy of the Basis of Payment (electronic file) must be sent, by e-mail, to the following address:**
WST.CAL-Food@pwgsc-tps.gc.ca

2.3 Enquiries - Request for Standing Offers

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

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

2.4 Applicable Laws

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

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
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 (one (1) hard copy)
Section II: Financial Offer (one (1) hard copy)
Section III: 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.

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.

Annex B – Basis of Payment (Excel file)

The Offerors will complete the List of Products using the Excel file and make sure that it has been properly filled out and contains all required information, **including any conversions** required to the requested formats.

That list, once printed, **will be submitted** as a hard (paper) copy with the other required documents, by facsimile or mail by the date, time and place indicated on page 1 of the Request for Standing Offer.

In addition, a soft (electronic) copy **must** be sent by e-mail to: WST.CAL-FOOD@pwgsc-tps.gc.ca **also by the date and time indicated on Page One of the Request for Standing Offer.**

Offerors must submit firm prices for **90% of all items per category** listed in Annex "B" and maintain that level through the term of the contract.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "D" 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.
- (d) Canada will use the Phased Bid Compliance Process described below:

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have

the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 (2017-07-31) Technical Evaluation

4.1.2.1 (2017-07-31) Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

By submitting an offer, the Offeror certifies that they are able to meet the requirements as specified in Annex A – Requirement.

Offeror must be found responsive on at least 90% of the items in each individual food category in order to be given further consideration. Offers that do not meet this threshold of compliance will be deemed non-responsive. In order for an offered line item to be deemed responsive the following criteria must all be met:

i) Offered Pack Size:

The Offeror must provide either the requested pack size as outlined in Annex B – Basis of Payment excel spreadsheet or another acceptable variance. Offered pack sizes that vary less than +/- 10% from the requested format (i.e., both the size of the individual item and the overall weight/volume/count for the case) are acceptable by default.

In the event that a bidder cannot provide an item in a package size that falls within +/- 10% of that requested they may propose their closest alternate for consideration. Acceptance of said alternate is at the sole discretion of the Client. **Items that are offered in a pack size that varies more than +/- 10% of the requested format and that are deemed unacceptable by the Client will be considered non-compliant and will count against the 90% response rate.** Bidders have the option to contact the Standing Offer Authority identified in this document no later than seven (7) calendar days prior to the solicitation closing date with any alternatives pack size for consideration and preapproval should they wish.

Deliveries are to be made directly to a specified location as determined by the consignee, between the hours of 0700 hrs and 1200 hrs, on either Monday, Wednesday, or Friday.

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

The Offeror **must** complete and submit with its offer, Annex B – Part A - Basis of Payment (Excel File). Offerors **must** submit firm prices for **90% of all items per category** listed in Annex B. Bids will be evaluated on like items only.

Offeror is requested to provide pricing as per unit of issue requested. **It is the responsibility of the Offeror to provide conversion to the unit of issue requested.**

For example: if an item of issue requested is in weight, and the offered item is in volume or unit, the Offeror **must** provide conversion to weight.

| 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, |

Failure to do so may render the bid non-responsive without further consideration.

The price of the offer will be evaluated in Canadian dollars, Applicable taxes are excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges. Canadian customs duties and excise taxes included. Additional surcharges will not be accepted.

The financial evaluation will be limited to the line items that are evaluable between all responsive bidders.

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

For each line item to be evaluated in Annex B Basis of Payment – Product List (Excel Spreadsheet) the Offeror's case price will be divided by the contents to determine a price per unit of measure. This price per unit will then be multiplied by the estimated number of units required for the year (determined by multiplying the number of units in a "Requested Format" case by the number of cases listed in the "Total Estimated Annual Usage" column for the line item). The resulting value will become the evaluated total for the line item. The sum of the evaluated totals for the line items will be determined by adding all of the values together to determine the total aggregate price of the offer.

If an item cannot be evaluated after bid closing due to size variations, it will be deleted from the bid evaluation, which may affect the number of line items bid on in the requirement.

4.1.3.2 Evaluation of Price

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

4.2 Basis of Selection - Mandatory Technical Criteria Only

SACC Manual Clause M0031T (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only

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](#), Example 2, of the Supply Manual.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2018-12-06) 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 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/programs/employment-equity/federal-contractor-program.html#s4) 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 "Standing Offer Usage Report". 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 quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

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 August 1, 2019 to July 31, 2020.

There will be one (1) rebid period at the end of year one, one (1) rebid period at the end of year two, one (1) rebid period at the end of year three, and one (1) rebid period at the end of year four.

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:

Rina Marsland
Procurement Specialist
Public Works and Government Services Canada
Procurement Branch – Western Region
101 22nd St E, Suite 110
Saskatoon, SK S7K 0E1

Telephone: 306-241-5742
Facsimile: 306-975-5397
E-mail address: rina.marsland@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 Technical Authority

The Technical Authority for the Contract is:

- **To be determined**

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Offeror's Representative

(Offeror to complete)

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 Detachment Dundurn

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 **\$40,000.00** (Applicable Taxes included).

6.9 Minimum Call-up

Individual call-ups against the Standing Offer must be a minimum of **\$500.00**. (Applicable Taxes **excluded**).

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 2010A (2018-06-21), General Conditions - Goods (Medium Complexity) ;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) the Offeror's offer dated _____

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 Saskatchewan.

6.13 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.

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract to **“to be determined at award”** 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

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 at award**. Customs duties are included and Applicable Taxes are extra.

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

6.4.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17), Limitation of Price

6.4.3 Multiple Payments

SACC Manual Clause [H1001C](#) (2008-0512), Multiple Payments

6.4.4 Electronic Payment of Invoices – Call-up

To be determined at award

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

[A9068C](#) (2010-01-11), Government Site Regulations
[B2005C](#) (2007-05-25), Fish – Quality Stamping
[B3003C](#) (2007-05-25), Grades of Meat
[B7500C](#) (2006-06-16), Excess Goods
[C3601C](#) (2010-01-11), Price Adjustments – Milk
[C3602C](#) (2008-05-12), Price Adjustment – Butter
[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
[D3007C](#) (2007-11-30), Inspection and Stamping
[D5311C](#) (2007-11-30), Right of Access and Inspection of Meat

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

REQUIREMENT

This Regional Individual Standing Offer (RISO) is for the supply, delivery and off-loading of Miscellaneous Groceries, Dairy Products, Meats and Fresh Produce to the Department of National Defence (DND), 17 Wing Det Dundurn, located at Dundurn, SK, on an "as and when required" basis.

The items and estimated quantities required are listed in Annex B, Working Documents – List of Products. The estimated quantities are for evaluation purposes only and do not represent the actual quantity that will be ordered during the period of the Standing Offer.

The one year period is from August 1, 2019 to July 31, 2020 inclusive with one (1) rebid period at the end of year one, one (1) rebid period the end of year two, one (1) rebid period the end of year three and one (1) rebid period the end of year four. Each category will be divided into different refresh and/or rebid periods in accordance with the terms and conditions set out herein.

The requirement is divided into the following four (4) categories and their refresh/rebid periods are:

Miscellaneous Grocery – no refresh;
Dairy Products – no refresh, price adjustments, as applicable;
Meats – rebid quarterly, no refreshes;
Fresh Produce – rebid quarterly, with two one-month refreshes between

Refresh Period

The Standing Offer holder is able to update the prices of the items listed in their standing offer. Prices that are updated will be subject to review and price support may be required.

Items in each category will be reviewed individually. If price increase is greater than 10% from the original bid price, price support will be required. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer, and it will affect the line item % offered.

Rebid Period

The standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation.

The same evaluation criteria will be used at the time of the rebid period as is used in the original evaluation. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

Refer to Annex "B" Working Documents – Basis of Payment for the rebid schedule.

QUALITY STANDARDS REQUIREMENTS:

All products must adhere to the following Acts and their regulations:

- Agriculture & Agri-Foods Administrative Monetary Penalty Act
- Canada Agriculture Products Act
- Canadian Food Agency Inspection Act
- Consumer Packaging and Labelling Act (as it relates to food)
- Food and Drug Act (as it relates to food)
- Fish Inspection Act
- Meat Inspection Act

All products offered must be in accordance with the Canadian Forces Quality Standards (FQS) Standards, current editions as follows:

A partial list of FQS Standards for grocery items is attached as Appendix 2 to Annex "A".

"Generic" or "No Name" products will not be accepted unless approved prior to shipping. Where a National Brand Name has been specified, Offeror will provide that product and pack size as requested unless a substitute has been approved, prior to shipping.

"Canada Choice" is the minimum acceptable grade for products falling under the grading guideline.

MEAT PRODUCTS

Grade A will be an acceptable grade for poultry products and any other products unless otherwise specified.

Only federally inspected meat will be accepted. No second handling of meat will be allowed.

Handling, packaging and labelling of meat, poultry and fish must be in accordance with FQS Specification FQS's 2, 3, 4, 5, 6, 7 & 9 current editions.

RED MEAT PRODUCTS

Grade "AA" is the minimum grade for all red meat products.

Red meat products must be shipped in the original carton from the manufacturing facility.

All red meat products must have been processed from cattle under thirty (30) months in age.

TRANSPORTATION – MEAT

Transportation will be in accordance with the Department of National Defence Code of Practices for the Transportation of Meat attached as Appendix 1 to Annex "A".

DND ORDERING RESPONSIBILITIES:

All orders will be placed a minimum of four (4) days prior to the expected delivery day by the designated Food Services Representative by telephone, fax, e-mail, or hard copy.

A window of forty-eight (48) hours prior to a scheduled delivery is required to make minor changes to the original order. Once a food order has been placed with the Offeror, the requesting Food Services Representative may cancel an order with three (3) days' notice of a food delivery. Acceptance of cancellation of an order with less than three (3) days' notice will be at the discretion of the Offeror.

FOOD DELIVERIES:

Deliveries are to be made directly to a specified location as determined by the consignee, between the hours of 0700 hrs and 1200 hrs, on either Monday, Wednesday, or Friday.

The contractor shall bear all risks of loss or damage to the goods until such time as they have been placed at the disposal of requesting unit.

ORDER CONFIRMATION OF AVAILABILITY

Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services Representative, who in turn is the only approving authority for substitutions

REJECTS AND SHORTFALLS:

The contractor agrees, upon notification of rejects or shortage of food products, to replace any and all shorted item within 24 hours, delivery costs occurred to replace all rejected food items or shortfalls rest fully at the contractor's expense.

DISCREPANCIES AND SUBSTITUTIONS:

Substitutions will not be accepted without the approval of the requesting Food Services representative

PRODUCTS NOT MEETING QUALITY STANDARDS:

Any products not meeting the Food Quality Standard Requirements will be returned (opened or unopened) to the Offeror at the Offeror's expense.

QUALITY ASSURANCE:

All products must be of recent production and have the latest production date available, the shelf life or best before date must be clearly indicated in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

The Canadian General Standards Board Specifications, most current edition, will be used as a reference for quality control.

Final inspection and acceptance of delivery will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, dirt, or damage by rodents or insects.

The Consignee shall have the right to reject products at the time of delivery and the Offeror will remove the unacceptable products immediately.

PALLETIZING:

All food items must be shipped to the specified delivery point on shrunk or stretch wrapped pallets not higher than 180 cm. in height. Orders must be separated by individual units and clearly identified with the name of the requesting unit on at least two (2) sides. Food items are to be palletized in segregated commodities of Chilled, Frozen and Dry Goods. Food items are to be palletized in such a way as to

Solicitation No. - N° de l'invitation
W2585-180007/A
Client Ref. No. - N° de réf. du client
W2585-180007

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-8-41085

Buyer ID - Id de l'acheteur
STN201
CCC No./N° CCC - FMS No./N° VME

ensure the heaviest items are on the bottom of the pallet. Pallets are to be loaded in such a way as to allow easy access for off-loading with forklifts. Any repackaged cartons, boxes, bags, or crates of individual products must contain like items and must not be mixed with any other products. No substitute on the packaging, containers or sizes including case quantities will be accepted unless approved prior to shipping.

APPENDIX 1 TO ANNEX "A"

MEAT CODE OF PRACTICE

TRANSPORTATION OF MEAT PRODUCTS

1. The vehicles utilized for the transportation of meat products must be considered as an extension of the plant premises. As such, it is important that the environment it presents does not put at risk the integrity of the meat products contained therein. The vehicle must act as the interim storage facility from the plant to point of destination.
2. The construction, maintenance, sanitation and refrigeration standards, in addition to handling practices must equate as closely as is reasonably possible, to the standards required of a well operated meat processing establishment.
3. Competent regulatory personnel should be required to monitor this aspect of the meat processing chain and further, should be empowered to deny the use of unsatisfactory vehicles and to put under detention, pending further action, meat products transported in unsatisfactory vehicles or which have been subject to abuse, i.e. defrosting, contamination, etc. during transportation.

CODE OF PRACTICE

1. Construction: The meat food component of the vehicle, in addition to the balance of the vehicle, shall be so designed and constructed of such materials that will afford adequate protection to the type of meat product being transported therein.
2. Maintenance: Such equipment must be maintained structurally so as to preclude the contamination of a meat product by unwanted, extraneous material such as dust, debris, insects, etc.
3. Sanitation: The equipment must be subject to such cleaning and sanitation procedures as will assure an environment that will preclude the exposure of meat products to elements and factors hostile to the integrity of the product.
4. Temperature: Temperature control mechanisms must be in place and be demonstrated as effective for their intended purpose. Refrigeration temperatures are required as follows:
 - a. Frozen Meat Products: An ambient temperature of the meat food carrying component must be such that it assures that the product will not be subjected to defrosting, keeping in mind the external temperature and the length of time that product will be in transit.
 - b. Fresh Meat Products: An ambient temperature of the meat food carrying component of the vehicle must be such that it assures that the product will not be subjected to the insult of the growth of disease producing bacteria or the lessening of product quality.
 - c. Transfer Depots: Clean and sanitary facilities must be provided where meat food products are transferred from one vehicle to another. The product must be protected from unwanted external influences such as weather, dust, flies, etc. Refrigerated storage facilities must be available where product is off-loaded and awaiting transfer to another vehicle. The equipment must provide temperatures that will meet the intent as set out in 4a and 4b.

5. Shipper's Responsibilities: It shall be the responsibility of the shipper to assure that:

- a. Meat food products are kept at correct refrigeration temperatures preparatory to loading on the vehicle for shipping.
- b. Meat products are adequately wrapped or packaged against external contamination influences. Quarters and sides that are hung may be exempted if the balance of the cargo does not put them at risk.
- c. Meat food products are not loaded on a vehicle that, by its condition or lack of sanitation or by the cargo contained therein, would put a meat food product at risk.
- d. Where deficiencies are noted as in 5c, said deficiencies will be reported to the regulatory authority having jurisdiction for such matters.

6. Carrier's Responsibilities: It is the responsibility of the carrier to assure that:

- a. The carrier's vehicle meets the guidelines as set out under the items covered under construction, maintenance, sanitation and temperatures.
- b. The meat food products carried on the vehicle are protected during transit from other cargoes that may be carried at the same time.
- c. The carrier's employees are provided with and utilize clean clothing when handling unwrapped meat food products.
- d. The carrier's employees engaged in the transportation, handling and offloading of meat products are adequately trained and assume their responsibilities in the sanitary handling of such products.
- e. Meat food products not adequately refrigerated, wrapped or packaged be refused as cargo.
- f. Where deficiencies are noted, as in 6e, said deficiencies are to be reported to the regulatory authority having jurisdiction for such matters.

7. **Prohibition:**

Fresh and frozen meat food products must not be carried in vehicles utilized in the transportation of live animals, pesticides, herbicides, or other toxic materials.

Appendix 2 TO ANNEX "A"
PARTIAL LIST - CANADIAN FORCES FOOD QUALITY SPECIFICATIONS:

PRODUCTS TO COMPLY WITH CANADIAN FORCES FQS:

[FQS- 1 Eggs and Egg Products](#)
[FQS- 2 Beef](#)
[FQS- 3 Veal](#)
[FQS- 4 Pork](#)
[FQS- 5 Lamb](#)
[FQS- 6 Poultry](#)
[FQS- 7 Variety Meats](#)
[FQS- 8 Prepared meat and meat by products](#)
[FQS- 9 Fish and Seafood](#)
[FQS-10 Fresh Fruit](#)
[FQS-11 Fresh Vegetables](#)
[FQS-12 Frozen Fruits](#)
[FQS-13 Frozen Vegetables](#)
[FQS-14 Canned Fruits](#)
[FQS-15 Canned Vegetables](#)
[FQS-16 Dried Fruits](#)
[FQS-17 Dehydrated Vegetables](#)
[FQS-18 Milk and milk products](#)
[FQS-19 Cheese](#)
[FQS-20 Miscellaneous Grocery](#)
[FQS-21 Pasta](#)
[FQS-22 Rice](#)
[FQS-23 Legumes](#)
[FQS-24 Grains](#)
[FQS-25 Shortenings, Fats and Oils](#)
[FQS-26 Butter and Margarine](#)
[FQS-27 Sugars and Preserves](#)
[FQS-28 Coffee and Tea](#)
[FQS-29 Ice Cream and Sorbets \(Sherbets\)](#)
[FQS-30 Pie Fillings and Pie Fruits](#)
[FQS-31 Herbs and Spices](#)
[FQS-32 Soups, sauces and gravies](#)
[FQS-33 Condiments and Condiment Sauces](#)
[FQS-34 Bread and Baked Products](#)
[FQS-35 Fruit Juice](#)
[FQS-36 Cereal](#)
[FQS-37 Flour and Mixes](#)
[FQS-38 Game](#)

ANNEX "B"

BASIS OF PAYMENT

1. F.O.B. Department of National Defence, CFB Dundurn, Dundurn, SK, (as indicated in Annex A), including all ecology fees and deposits. Canadian customs duties and excise tax included. Additional surcharges will not be accepted.
2. Pricing must be provided for **ninety percent (90%) of all line items per category** on the product list in Annex B - Basis of Payment and **must be maintained throughout the duration of the Standing Offer.**
3. Pricing is to remain valid from date of issuance of the Standing Offer for a period of:
 - a. Miscellaneous Grocery – one (1) year;
 - b. Dairy Products – one (1) year, price adjustments, as applicable;
 - c. Fresh Bread – one (1) year;
 - d. Meats – three (3) months;
 - e. Fresh Produce – three (3) months, with two one-month refreshes.

This period is in addition to the bid validity period identified under Part 5, article 5.4, Standard Instructions, Clauses and Conditions.

4. There will be four (4) additional rebid periods when all interested suppliers can bid on this requirement, at the end of Year One of the RISO, at the end of Year two of the RISO, at the end of Year three of the RISO, and again at the end of Year four of the RISO.
5. The estimated usage provided in Excel Spreadsheet is for evaluation purposes only and does not form part of any resulting Standing Offer.
6. Total usage of Miscellaneous Off-List items (not specified in the Product list at Annex B, Section A) **must not exceed 15%** of the estimated total value of the SOA. Any charges for off-list items are to be invoiced as a separate line item.

7. Section A Product List

As per Excel spreadsheet.

8. Section B Delivery charges including offloading and fuel charges

- a. The Fee for delivery \$_____per trip (**To be completed by Offeror**)
- b. The Fee for delivery on weekends or federally recognized statutory holidays \$_____per trip (**To be completed by Offeror**)

9. Section C Off-List Items

If the Call-up Authority requests an item, which is not specified in the Product list at Annex B, Section A, the Standing Offer Holder's price is to be in accordance with the Contractor's Standard Commercial Rate, less a discount of ____%. (**To be completed by Offeror**)

(See Attached Excel Spreadsheet for Basis of Payment)

Solicitation No. - N° de l'invitation
W2585-180007/A
Client Ref. No. - N° de réf. du client
W2585-180007

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-8-41085

Buyer ID - Id de l'acheteur
STN201
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

STANDING OFFER USAGE REPORT

Return to:

Rina Marsland

Public Works and Government Services Canada
Acquisition Branch
Facsimile: (306) 975-5397
Email: WST-PA-CAL@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31;
4th quarter: January 1 to March 31.

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. 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: _____

Solicitation No. - N° de l'invitation
W2585-180007/A
Client Ref. No. - N° de réf. du client
W2585-180007

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-8-41085

Buyer ID - Id de l'acheteur
STN201
CCC No./N° CCC - FMS No./N° VME

ANNEX “D” 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)