

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

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

**1713 Bedford Row**

**Halifax, N.S./Halifax, (N.É.)**

**Halifax**

## Nova Scotia

**B3J 1T3**

**Bid Fax: (902) 496-5016**

## Request For a Standing Offer Demande d'offre à commandes

### Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

<b>Title - Sujet</b> RMSO - Food & Beverage	
<b>Solicitation No. - N° de l'invitation</b> E6HAL-190001/A	<b>Date</b> 2019-06-19
<b>Client Reference No. - N° de référence du client</b> E6HAL-19-0001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$HAL-218-10722
<b>File No. - N° de dossier</b> HAL-8-81288 (218)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-07-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Conrad, Darren	<b>Buyer Id - Id de l'acheteur</b> hal218
<b>Telephone No. - N° de téléphone</b> (902)403-8584 ( )	<b>FAX No. - N° de FAX</b> (902)496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND/OR AGENCIES AS INDICATED ON DSS 942 CALL-UP (PLEASE UPDATE CITY/PROV/PC) XXX NOVA SCOTIA B3J 1T3 Canada	
<b>Security - Sécurité</b> 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**

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

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Solicitation No. - N° de l'invitation  
E6HAL-190001/A  
Client Ref. No. - N° de réf. du client  
E6HAL-19-0001

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HAL-8-81288

Buyer ID - Id de l'acheteur  
HAL218  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, the Schedule of Price Updates, the Usage Reports and the List of Company Directors.

### **1.2 Summary**

Public Services and Procurement Canada, on behalf of various government departments within Nova Scotia, has a requirement for a Regional Master Standing Offer for the supply of fresh and frozen food for a one year period on an as and when requested basis. Food is to be delivered to ship and shore units in various locations within Nova Scotia including, but not limited to, the area of Maritime Forces Atlantic - HRM, 14 Wing in Greenwood, Land Forces Atlantic Training Centre Aldershot, various locations throughout Halifax Regional Municipality and Sydney, Nova Scotia. The largest user of any subsequent standing offers is anticipated to be the Department of National Defence with approximately 80% of the usage.

Offerors are encouraged to read this document in conjunction with the PWGSC Interim National Food and Beverage Procurement Strategy (E6TOR-19RM01/A). <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-TOR-033-7760>. :

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

Canada intends to issue a maximum of three (3) standing offers per food category. The solicitation process could result in the award of up to 18 standing offers.

The Standing Offer is anticipated to be in effect from the date of issuance for one year period.

**Note: all offerors must submit for each period per category, as per the schedule in Annex D. All prices submitted are to remain firm for the bid periods in Annex D.**

The total estimated annual expenditure of approximately \$10,000,000.00 – 15,000,000.00 CAD is anticipated to be distributed as follows:

Food category/Estimated Annual Expenditure

1. Meat, Poultry, Fish, Meat Alternatives - \$3M
2. Bread and Bread Products - \$1M
3. Dairy & Dairy Products - \$1M
4. Fresh Fruit and Vegetables - \$1M
5. Frozen Fruit and Vegetables - \$1M
6. Groceries - \$3M

### 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

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 (2019-03-04) 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**

SACC Manual Clause M3000C Price Lists

2006-08-15

## **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### **2.2.1 Equivalent Products**

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

## 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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 Nova Scotia,

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

# PART 3 - OFFER PREPARATION INSTRUCTIONS

## 3.1 Offer Preparation Instructions

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

Section I: Technical Offer - 1 hard copies

Section II: Financial Offer - 1 hard copies and 1 soft copy on DVD.

Section III: Certifications - 1 hard copy

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

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

### 3.1.1 Electronic Payment of Invoices - Offer

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

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

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

### 3.1.2 Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

**MR1** The Offeror's technical Offer must demonstrate compliance with all aspects of the requirement at Annex A.

**MR2** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

**MR3** Bidders must provide pricing as per Annex B – Basis of Payment.



#### 4.1.2 Financial Evaluation

##### 4.1.2.1

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

#### 4.2 Basis of Selection

##### 4.2.1 SACC Manual Clause

SACC Manual Clause M0032T Basis of Selection – Multiple Items 2014-11-27

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.

The RFSO will allow for the possibility of awarding up to three (3) Standing Offers for each category in Annex B, Basis of Payment.

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

##### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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.

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### 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. 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 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 September 1, 2019 to August 31, 2020.

### 6.5 Authorities

#### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Darren Conrad  
Supply Specialist

Public Services and Procurement Canada  
Atlantic Region - Acquisitions Directorate  
1713 Bedford Row  
Halifax, Nova Scotia  
B3J 3C9

Telephone: 902-403-8584  
Facsimile: 902-496-5016  
E-mail address: Darren.Conrad@pwgsc-tpsgc.gc.ca

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

### 6.5.2 Project Authority

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

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

### 6.5.3 Offeror's Representative – Bidders to Complete

Name: Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail:

### 6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

### 6.7 Call-up Procedures

Call ups must be made in accordance with Annex A – Statement of Work.

### 6.8 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.

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

## 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 General Conditions - Goods (Medium Complexity) (2018-06-21);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reports;
- h) Annex D, Schedule of Rebid Periods;
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## 6.11 Certifications and Additional Information

### 6.11.1 Compliance

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

## 6.12 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 Nova Scotia.

## 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.

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## **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.

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

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

Section 16 Interest on Overdue Accounts, of 2010A (2018-06-21), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.4 Payment**

#### **7.4.1 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 the contract. 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.

#### **7.4.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

#### **7.4.3 Multiple Payments**

SACC Manual clause H1001C (2008-05-12) Multiple Payments

#### **7.4.4 Electronic Payment of Invoices – Call-up**

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

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

## 7.5 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 two (2) copies must be forwarded to the address shown on page 1 of the Contract for certification and payment.
3. Invoice pricing shall be provided in 2 decimal place format. (Example: \$2.99 per kilogram)

## 7.6 Insurance – No Specific Requirement

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

## 7.7 SACC Manual Clauses

A9062C	Canadian Forces Site Regulation	2011-05-16
A9068C	Government Site Regulations	2010-01-11
B2005C	Fish – Quality Stamping	2007-05-25
B3003C	Grades of Meat	2007-05-25
D0014C	Delivery of Fresh Chilled or Frozen Products	2007-11-30
D0018C	Delivery and Unloading	2007-11-30
D3007C	Inspection and Stamping	2007-11-30
D3004C	Type of Transport	2007-11-30
D5311C	Right of Access and Inspection of Meat	2007-11-30
B7500C	Excess Goods	2006-06-16
B4024T	No Substitute Products	2018-12-30

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## **7.8 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "**FCP Limited Eligibility to Bid**" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.



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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **BACKGROUND**

Public Services and Procurement Canada (PSPC), on behalf of various government departments, has a Requirement for a Regional Master Standing Offer (RMSO) for the supply, delivery and offloading of various quantities of food rations to kitchens and ships on an "as and when requested basis" over the period of the Standing Offer.

#### **1. FOOD PRODUCT CATEGORIES**

Food rations include the following food categories:

1. Meat, Fish and Alternatives
2. Fresh Fruit and Vegetables
3. Frozen Foods
4. Dairy and Eggs
5. Groceries and Dry
6. Bread and Bakery Products

#### **2. DELIVERY SERVICE REQUIREMENTS**

Food is to be delivered to ship and shore units in various locations within Nova Scotia including, but not limited to, the area of Maritime Forces Atlantic – Halifax Regional Municipality (HRM), 14 Wing in Greenwood, Land Forces Atlantic Training Centre Aldershot, various government locations throughout the Halifax Regional Municipality and Sydney, Nova Scotia. The majority of call ups against this standing offer will be from the Department of National Defence.

##### **2.1 CONSIGNEE**

All shipments must be consigned and delivered FOB Destination to the destination specified in the Call Up Against the Standing Offer inclusive of delivery charges, custom duties and taxes, if applicable. The Call Up Against the Standing Offer can consist of either the PSPC 942, Call-up Against a Standing Offer or Unitrak Purchase Order.

##### **2.2 MINIMUM DELIVERY FREQUENCY**

The minimum delivery frequency required to support kitchens and ships will be five (5) days per week unless otherwise set out in the offeror's submission and agreed upon by the clients.

##### **2.3 PRIORITY OF DELIVERY (For Department of National Defence – DND)**

"Ready Duty Ship" as identified by the Food Acquisition Cell (FAC) is to receive their delivery at the time specified by the FAC, within the plus or minus 30-minute window. "Ready Duty Ship" takes precedence over all other delivery requirements unless otherwise specified by the FAC.

Orders placed by the FAC are to be delivered first, FAC will outline the order delivery is to occur. The following ships/locations are serviced by the FAC, but are not limited to:

HMCS CHARLOTTETOWN  
HMCS FREDERICTON  
HMCS HALIFAX

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HMCS MONTREAL  
HMCS ST JOHN'S  
HMCS TORONTO  
HMCS VILLE DE QUEBEC

Orders placed by the Canadian Forces Fleet Atlantic Headquarters (CANFLTLANTHQ) include but are not limited to:

CANFLTLANTHQ GALLEY  
HMCS CHICOUTIMI  
HMCS CORNER BROOK  
MCDV GLACE BAY  
MCDV GOOSE BAY  
MCDV KINGSTON  
MCDV MONCTON  
MCDV SHAWINIGAN  
MCDV SUMMERSIDE  
HMCS WINDSOR  
HMCS SCOTIAN

Orders placed by the Formation Food Services galleys are to be delivered after FAC and CANFLTLANTHQ orders are completed. Galleys belonging to Formation Food Services include, but are not limited to:

JUNO TOWER GALLEY  
TRIBUTE GALLEY  
SHEARWATER GALLEY  
DAMAGE CONTROL GALLEY

Formation Food Services galleys may request early morning deliveries from 05:00 to 07:30 hrs. However when conflict exists, **deliveries to Ready Duty Ships and FAC sections (identified in 2.3 above) shall take precedence.**

The Base Logistics (BLog) Procurement Division must authorize any deviations to the above delivery instructions.

Ships and galleys may be added or deleted throughout the period of this standing offer.

Delivery times and locations for other government departments shall be as per the call up document.

## 2.4 DELIVERY TIMES

Delivery time will be advised at time of ordering on form PSPC 942, Call-up Against a Standing Offer or Unitrak Purchase Order. **For ships, the delivery window shall be plus or minus 60 minutes from the agreed delivery time.** Meeting ship delivery time is a critical issue due to personnel and equipment scheduling for ship loading. Failure to comply with this requirement may result in the call-up being terminated without the Identified User incurring any cost or penalty whatsoever. Shore galleys and kitchens shall not invoke the delivery window; however, delivery shall not take place between the hours of 1130 to 1300, without prior authorization from the ordering office.

### 3. PICK-UP ORDERS

Offerors must be able to facilitate the pick-up of orders by the Government of Canada clients at the Offeror's premises if and when required.

### 4. ACKNOWLEDGEMENT OF CALL-UPS AND CONFIRMATION OF AVAILABILITY

- a. Requirements may take place by phone, e-mail or facsimile, and shall be followed by a PSPC -TPSGC942, Call-up Against a Standing Offer or Unitrak Purchase Order. Offeror must not proceed without receipt of a duly completed and authorized call-up.
- b. The Offeror is to confirm receipt of the order document and the availability of requested quantities **within four (4) hours of receipt of the call up document**. Confirmations should be provided via email or fax to the name on the call up document.
- c. If the Offeror does not acknowledge receipt of the call-up within the requested time frame, the Identified User may terminate the call-up without incurring any cost or penalty whatsoever. Items not available at the time of delivery are not to be automatically back ordered. Back orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer.
- d. The Offeror shall give notice of substitutions to the ordering office in advance of delivery and seek approval for those substitutions. Substitutions made without prior approval may be deemed unacceptable by the delivery point inspection authority and rejected without subsequent costs to the Crown.
- e. Offeror is to provide all available items in one delivery only.

### 5. SERVICE LEVELS

Normal Delivery required within four working days. A working day is defined as between the hours of 0630 and 1700, Monday to Saturday.

#### Urgent Requirements

Delivery required within two calendar days. A calendar day is defined a 24-hour period immediately following the time of ordering.

#### Emergency Requirements

Delivery required within a maximum of 24 hours. An emergency requirement is foreseen as the amount of product required to feed up to 250 people for 14 days.

#### Major Storing

Delivery required within 10 working days. Major storing is defined as the amount of product required to feed up to 250 people for 90 days.

### 6. MINIMUM ORDER QUANTITIES PER INDIVIDUAL CALL-UPS

Minimum order quantities will not be accepted, unless designated as a special order. Special order designation must be made clear at the bid closing.

## **7. PRICE LIST UPDATES**

The pricing provided by the Offeror in Annex B at the time of bid closing must remain firm for the entire period of the Standing Offer, unless otherwise specified in the table below.

Price revision, upward or downward, will be allowed in accordance with the pricing rebid frequency and terms and condition provided in Annex D – Schedule of Rebid Periods.

### **Food Category Pricing Rebid Schedule**

Meat, Fish, Poultry and Alternatives – Every 3 Months  
Fresh Fruit and Vegetables – Monthly  
Frozen Foods – Every 6 months  
Dry/Groceries – Every 6 months  
Dairy/Eggs – Every 6 months  
Bread and Bread Products – Every 6 months

## **8. CASE LOT PROVISIONS**

Offeror's may be requested at times to split case lots. Split case lots quantities shall be agreed upon at the time of ordering.

## **9. SPECIAL OFFERINGS**

The Offeror must provide Identified Users with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances and promotions for items specified in Annex B.

The terms and condition of this Standing Offer will apply to any call-up and resulting contract, even if at the time of call-up, the Offeror gives the Identified User prices that are lower than the prices listed in the Standing Offer.

## **10. MISCELLANEOUS ITEMS (Off List Items)**

Miscellaneous items are items that are not specified in Annex B. Miscellaneous items will be paid in accordance with the Offeror's regular, seasonal and sale catalogues or current published price lists in effect at the time of ordering.

The total amount of miscellaneous similar or related items incorporated on any call up may not exceed 25% of the Individual Call up total value (tax included). Offerors are responsible for verifying that all call-ups submitted comply with this requirement.

## **11. PACKAGING MATERIAL**

The Offeror is responsible for all costs for the supply, pickup, removal, and disposal and recycling of empty pallets and shipping containers.

## **12. DELIVERY, INSPECTION AND ACCEPTANCE**

### **12.1 SPECIFICATIONS**

Food must meet the Department of National Defence, Canadian Armed Forces (CAF) Food Quality Specifications (FQS) A-85-269-009/FP-Z01 which can be found at:

[https://buyandsell.gc.ca/procurement-data/search/site/food%2520quality%2520spec?retain-filters=1&f%5B0%5D=sm\\_facet\\_procurement\\_data%3Adata\\_data\\_tender\\_notice&f%5B1%5D=ss\\_publishing\\_status%3ASDS-SS-005](https://buyandsell.gc.ca/procurement-data/search/site/food%2520quality%2520spec?retain-filters=1&f%5B0%5D=sm_facet_procurement_data%3Adata_data_tender_notice&f%5B1%5D=ss_publishing_status%3ASDS-SS-005)

For any products where a specification is not found at this site, Offeror must meet or exceed the existing Canadian Government Specifications Board (CGSC) Specifications. For specifications on packaging of product and stamping of product, comply with the CGSC Specifications.

For other Departments and Agencies, all products supplied against this Standing Offer must meet or exceed the existing Canadian Government Specifications Board (CGSC) Specifications.

## 12.2 FOOD AND DRUG ACTS

All products supplied against this Standing Offer must adhere to the Food and Drugs Act (R.S.C. 1985, C.F.-27)

## 12.3 SHELF LIFE

Products to be supplied must be of recent production and have the latest production date available. The remaining shelf life at time of delivery must have a minimum of seventy-five percent (75%) remaining. The shelf life or best before date must be clearly marked in accordance with Canadian Standards and the grade supplied must be clearly marked in a conspicuous location. Further to this, any condition affecting the product's shelf life must be clearly stated at the time of ordering.

## 12.4 HYGIENE – DELIVERY VEHICLES

All delivery vehicles must comply with or exceed the standards set out in the Canada Sanitation Code, current issue.

## 12.5 INSPECTION

(SACC D3007C – 2007-11-30 – Inspection and Stamping)

The Contractor must ensure that inspectors from the Canadian Food Inspection Agency (CFIA) have inspected all meat and meat products, poultry and poultry products, lard, shortening and margarine containing animal fats, and soups containing ingredients of animal origin, and have stamped those products "*CFIA inspected for CG*" before shipment.

The Contractor must arrange for all such products to be delivered to the consignee either from an establishment registered in accordance with the *Meat Inspection Act*, 1985, c.25 (1st Supp.) and the regulations made under that Act, or from a food distributor that purchased the products from such an establishment. Canada will not accept products that have not been stamped by the CFIA. The Contractor must not permit any food distributor to alter or further process any meats or other products that have been inspected by inspectors from the CFIA.

## 12.6 INSPECTION AND ACCEPTANCE BY CONSIGNEE

Final inspection and acceptance will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, and damage by rodents, insects or any other damage in accordance with Canadian or USA food inspection and delivery standards. The consignee will have the right to reject the product at the time of delivery and the Offeror shall remove any unacceptable products immediately.

Public Services and Procurement Canada (PSPC) Contracting Officers and their authorized representative shall have the right to perform quality assurance inspections at the Offeror's facilities.

## 12.7 REJECTIONS

Rejected items discovered after delivery must be picked up within one (1) working day of notification of the rejection. Rejected products must be replaced within (1) working day of notification. Where operational requirement do not support the product replacement, the Consignee has the right to request a credit to be applied for future food purchases.

Rejections also cover deliveries that are not completed in compliance with the delivery requirements under Section 2 of this Annex. All correspondence regarding rejections must be confirmed in writing within 24 hours from the time of discovery.

Failure to provide the level of quality of goods and services as defined herein at any time during the entire period of the Standing Offer, may result in the application of corrective measures against vendors that do not fulfill their contractual obligations. Such measures will have an impact on a vendor's ability to bid on future opportunities within the Government of Canada.

See: <https://buyandsell.gc.ca/policy-and-guidelines/policy-notifications/PN-11R4>

## 12.8 LIABILITY FOR DEFECTIVE PRODUCTS

If broken or damaged goods are received from an Offeror, their subsequent reshipment to the purchasing office will be at the Offeror's own expense. If it is determined following acceptance and during use that the product does not meet the purchase description, standard or specification referred to, the Offeror will be required to accept return of the balance of the defective products at his own expense and will be required to rebate a percentage of the price of the products used, based on the extent of the defect. Recourse as provided in the PSPC General Terms and Condition may be initiated by Canada.

## 13. PALLETIZATION

**13.1** Shipments over 20 cases are to be palletized. The purchasing office may require the Offeror's delivery representative to assist in the re-stocking and off-loading of pallets during the delivery.

**13.2** Cases are to be marked with the month and year of pack and/or best before date, on one end of the case. Vendor codes are not acceptable. If the Offeror is unable to comply with the foregoing, a letter confirming month and year of pack must accompany shipment.

## 14. OVERSHIPMENT

Quantities will be rounded to the nearest case. Over shipments exceeding a single case will not be accepted.

## 15. TYPE OF TRANSPORT

Food products are to be delivered frozen, hard to centre, immediately after preparation to a temperature not higher than -18 degrees Celsius and be stored at that temperature. The food shall be packaged to protect it from dehydration and foreign odours. During the transport, the temperature of the food shall not exceed -18C. Refrigerated food is to be delivered at 4° C (40° F) or lower.

## 16. INVOICING

**16.1** Three copies of the invoice shall be mailed to the address on the call up. The invoice(s) must include the order number, date and applicable standing off call-up number.

**16.2** The invoice must reflect the correct standing offer prices in effect at the time of the order.

**16.3** In the event of a credit, the Offeror's accounting office shall issue the credit to the account address listed on the call-up. If the purchase was made via credit card than the credit note shall be faxed directly to the buyer named in the call-up.

## **17. Usage Reports**

**17.1** For the period of the standing offer, quarterly usage reports are to be provided as outlined in Annex C below. Usage reports are to be forwarded via email within fifteen (15) days following the end of the quarter to the Standing Offer Authority and the following email: [+BLog Standing Offers@forces.gc.ca](mailto:+BLog Standing Offers@forces.gc.ca)

### **17.2 Quarterly Usage Report**

Format as per attached Annex C.

**17.3** Should no goods be supplied during a given month a nil report must be submitted.

**17.4** New transactions shall be added to the report previously submitted and report totals updated.

**17.5** Currency figures provided shall be in Canadian dollars only

**17.6** Prices are to be quoted exclusive of taxes.

**17.7** The Offeror understands that failure to comply may result in the setting aside of the Standing Offer.

## **18. Personal Protective Gear**

Offeror is to ensure employees have all the required personal protective equipment to perform their duties and to ensure they have completed proper training in the wear, use and maintenance of the equipment when performing said duties on Government of Canada property.

## **19. Government Smoking Policy**

Where the performance of work requires the presence of the Offeror's personnel on government premises, the Offeror shall ensure that is personnel comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

## **20. Use of Cellular Phones**

Drivers of the Offeror's vehicles are to refrain from operating cellular phones while vehicle is in motion on Government of Canada property.

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## **ANNEX B**

### **BASIS OF PAYMENT**

**(See attached Excel spreadsheet)**



## ANNEX B-1

### BASIS OF PAYMENT

#### PRODUCT PRICE LIST

1. The vendor shall forward via email, electronic pricing in the format provided in their standing offer to the Standing Offer Authority as specified in the rebid schedule. All price rebids are due the 20th day of the preceding month.
2. Electronic pricing files shall be properly named and identify the vendor name, and the applicable dates pricing applies to. Example: **Vendor Name Produce Prices DD-MM-YY to DD-MM-YY.**
3. Prices shall be provided in 2 decimal place format. (Example: \$2.99 per kilogram)
4. Prices shall be quoted Free On Board (FOB) to the location specified on form PWGSC 942, Call-up Against a Standing Offer, and include all delivery charges.
5. **Delivery of rebids will be the sole responsibility of the supplier.** 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 firm at point of order.
6. In addition to the pricing on the Standing Offer, special offerings due to year-end or surplus manufacturing runs, special job lots, sales, etc. are to be made available as they occur if at a lesser cost than under the specified quoted price herein.
7. Prices will be reviewed by Public Works and Government Services Canada (PWGSC). Suppliers must be prepared to justify and substantiate any increase at the request of PWGSC.
8. PWGSC reserves the right to revoke the authorization for call-up authority of any individual item where it feels the price increase is not justified or has not been adequately substantiated. The determination of adequacy will rest solely with PWGSC.

#### 9. RESTOCKING BUY BACK

At any time during the period of a Standing Offer, any unused items, in the original packaging can be returned to the vendor for a full refund without a restocking charge. The refund shall either be a credit against the acquisition card used at the time of purchase, or if by some other means, credit notes shall be issued for use against future purchases, or as otherwise specified.

#### 10. MISCELLANEOUS

Miscellaneous, similar or related items not listed in the vendors' catalogue in each category at the time of issuance the standing offer may be added to the standing offer, if the estimated aggregate value of all items does not exceed 25% of the overall value of the call up at Manufacturer's list price less a discount of \_\_\_\_%.

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## ANNEX C

### USAGE REPORTS

#### Dollar Value Usage Report

<b>Company Name:</b>	<b>Usage This Quarter: \$</b>
<b>Date:</b>	<b>Usage To Date: \$</b>
<b>Reporting Period:</b>	

<u>Call-Up Number</u>	<u>Date of Call- Up</u>	<u>Ordering Office/Ship</u>	<u>Call-Up Value</u>

## ANNEX D

### SCHEDULE OF REBID PERIODS

ITEM	CATEGORY DESCRIPTION	REBID PERIODS	REBIDS DATES (PRIOR TO)
1	Meat/Fish/Alternatives	Quarterly	The 20 <sup>th</sup> day of every 3 <sup>rd</sup> month
2	Fresh Fruit/Vegetables	Monthly	The 20 <sup>th</sup> day of every month
3	Frozen Foods	Bi-Annually	The 20 <sup>th</sup> day of every 6 <sup>th</sup> month
4	Dairy	Bi-Annually	The 20 <sup>th</sup> day of every 6 <sup>th</sup> month
5	Groceries/Dry	Bi-Annually	The 20 <sup>th</sup> day of every 6 <sup>th</sup> month
6	Bread/Bakery Products	Bi-Annually	The 20 <sup>th</sup> day of every 6 <sup>th</sup> month

#### **Notes:**

1. Rebid periods must be strictly adhered to and must be received by 5:00 pm on the due date. Offerors shall use the same spreadsheet as the previous month unless the Standing Offer Authority provides a revised spreadsheet.
2. Rebids must be sent to the rebid email address identified in the documents.
3. Do not change, copy or alter the spreadsheet, doing so may render your bid non-responsive.
4. Failure to provide an updated price list by the date and time in the standing offer document will result in the previous period pricing being used for the new period.

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## ANNEX E

### LIST OF COMPANY DIRECTORS

#### LIST OF DIRECTORS

Bidders, who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner. Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.

<b>LEGAL NAME OF COMPANY:</b>	
<b>CORPORATE ADDRESS:</b>	
<b>PROCUREMENT BUSINESS NUMBER:</b>	
<b>DIRECTORS – NAMES</b>	<b>DIRECTORS - TITLES</b>

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## **ANNEX “F” 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)