

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510**

## 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  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Miscellaneous Groceries	
<b>Solicitation No. - N° de l'invitation</b> W0134-20R001/A	<b>Date</b> 2019-07-10
<b>Client Reference No. - N° de référence du client</b> W0134-20R001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-034-11650
<b>File No. - N° de dossier</b> EDM-9-42004 (034)	<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 2019-08-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Nigam, Nidhi	<b>Buyer Id - Id de l'acheteur</b> edm034
<b>Telephone No. - N° de téléphone</b> (587)532-8142 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE P.O.BOX 6550 STN FORCES COLD LAKE Alberta T9M2C6 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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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; and   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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, the Federal Contractors Program for Employment Equity - Certification 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, Fresh Bread, Meats and Fresh Produce to the Department of National Defence (DND), 4 Wing Cold Lake located at Cold Lake, Alberta on an "as 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 requirement is divided into the following five (5) categories and their refresh/rebid periods are as follows:

- 1) Miscellaneous Grocery – rebid annually, no refreshes;
- 2) Dairy Products – rebid annually, no refreshes, price adjustments, as applicable;
- 3) Fresh Bread – rebid annually, no refreshes;
- 4) Meats – rebid quarterly, no refreshes;
- 5) Fresh Produce – rebid quarterly, with monthly prices refreshes between quarterly rebids.

The first one-year period will be from October 1, 2019 to September 30, 2020 inclusive.

The second one-year period will be from October 1, 2020 to September 30, 2021 inclusive.  
The third one-year period will be from October 1, 2021 to September 30, 2022 inclusive.

There will be one (1) rebid period at the end of year one and one (1) rebid period at the end of year two.  
The period for making call-ups against the Standing Offer is from October 1, 2019 to September 30, 2020.

The annual rebid process includes all 5 categories whereby the current standing offer holders and any other interested suppliers will be able to bid on this requirement. The quarterly rebids for meat and produce are only open to the suppliers that hold at least one of the five current standing offers at the time of the rebid.

One (1) Standing Offer is to be issued per category as a result of this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category, only one Standing Offer will be issued to this supplier for those categories if the periods are the same.  
Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

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

**1.2.3** The requirement is subject to a preference for Canadian goods and/or services.

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

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 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 6.12 - 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. If price increase is greater than 10%, 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.

**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.

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- 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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

#### 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

**BRU identification:** Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave, 5th floor  
Edmonton, Alberta, T5J 1S6

**Email address for bids submitted through epost Connect service:**

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto: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."

**Bid facsimile number:** 780-497-3510

Once your offer has been submitted as per the Offer Preparation Instructions under Part 3, a copy of the Basis of Payment (electronic file in MS – Excel format) should be sent, by e-mail, to the following address:

[PWGSC.edmontonfood-edmontonalimentation.TPSGC@pwgsc-tpsgc.gc.ca](mailto:PWGSC.edmontonfood-edmontonalimentation.TPSGC@pwgsc-tpsgc.gc.ca)

### 2.3 Enquiries - Request for Standing Offers

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EDM-9-42004

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EDM034  
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All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.4 Applicable Laws**

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

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.



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## 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 (1hard copy)  
Section II: Financial Offer (1hard copy)  
Section III: Certifications (1hard 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.

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## Section II: Financial Offer

Offerors must submit their financial offer in accordance 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 in MS – Excel format) should be sent by e-mail to: [PWGSC.edmontonfood-edmontonalimentation.TPSGC@pwgsc-tpsgc.gc.ca](mailto:PWGSC.edmontonfood-edmontonalimentation.TPSGC@pwgsc-tpsgc.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”. Offerors may submit pricing for one or more of the categories.

#### 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.

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## 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

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

##### 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.

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- (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 Technical Evaluation**

##### **4.1.2.1 Mandatory Technical Criteria**

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

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

#### 4.1.3 Financial Evaluation

##### 4.1.3.1 Mandatory Financial Criteria

The Offeror **must** complete and submit with its offer, Annex B - Basis of Payment (Excel File). Firm pricing must be provided for **90%** of the items in each category listed to be considered compliant. 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.**

Percentage discount must be provided for Annex B, Off-list Items. Off-list Items will not be used in the Financial Evaluation.

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

- Estimated Yearly Usage will be multiplied by the Firm Unit Price;
- 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

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If an item cannot be evaluated after bid closing due to size variations, it will be deleted from the bid evaluation.

#### 4.1.3.2 Evaluation of Price

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

#### 4.1.3.3 Pack or Unit 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 +/- 15% 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 +/- 15% 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 +/- 15% 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.

Any changes to the product pack and/or size will be made by the Standing Offer Authority through an amendment to the Request for Standing Offer document.

#### 4.1.3.4 Mandatory Items

If the Offeror is not able to provide a requested item, it is up to the Offeror to contact the Standing Offer Authority no later than seven (7) calendar days prior to the closing date and inform the Standing Offer Authority of the item(s) that cannot be offered. The item(s) will be reviewed and determined if it/they can be purchased by other means and removed from the list.

Any deviations **MUST** be approved by the Standing Offer Authority, in writing, **PRIOR** to bid closing. If an item cannot be evaluated due to size variations, it will be deleted from the bid evaluation.

### 4.2 Basis of Selection

**4.2.1** 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 will be recommended for issuance of a standing offer



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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

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

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

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

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

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

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the *Supply Manual*

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

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

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

provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/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.

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

#### 6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

##### 6.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

The quarterly reporting periods are defined as follows:

- 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.

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 01/10/2019 to 30/09/2020. There will be one (1) rebid period at the end of year one and one (1) rebid period at the end of year two.

##### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Nidhi Nigam  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 5<sup>th</sup> Floor, ATB Place North Tower, Edmonton, AB T5J1S6  
Telephone: 587-532-8142  
Facsimile: 780-497-3510  
E-mail address: nidhi.nigam@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 (to be released upon contract award)

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

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 (Offeror to complete)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Procurement Business Number (PBN): \_\_\_\_\_

## 6.6 Identified Users

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

-Department of National Defence (DND), 4 Wing Cold Lake located at Cold Lake, Alberta

## 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 1 and 2 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 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, Standing Offer Usage Report;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*)

## **6.10 Certifications and Additional Information**

### **6.10.1 Compliance**

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

### **6.10.2 SACC Manual Clauses**

M3060C (2008-05-12), Canadian Content Certification

## **6.11 Applicable Laws**

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

## **6.12 Transition to an e-Procurement Solution (EPS)**

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

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

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

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

### **6.3 Term of Contract**

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

The period of the Contract is from **date of issuance to \_\_\_\_\_ inclusive. (To be determined upon contract award)**

#### **6.3.2 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices as specified in Annex B for the cost specified in the call-up against the standing Offer. 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 Payment**

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payment

#### **6.4.4 SACC Manual Clauses**

[A9117C](#) (2007-11-30), T1204-Direct Request by Customer Department

## 6.5 Electronic Payment of Invoices – Call-up

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

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

## 6.6 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 consignee.

## 6.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

## 6.8 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

## 6.9 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.



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## ANNEX "A"

### REQUIREMENT

This Regional Individual Standing Offer (RISO) is for the supply, delivery and off-loading of Miscellaneous Groceries, Dairy Products, Fresh Bread, Meats and Fresh Produce to the Department of National Defence (DND), 4 Wing Cold Lake located at Cold Lake, Alberta on an "as 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 requirement is divided into the following five (5) categories and their refresh/rebid periods are as follows:

- 1) Miscellaneous Grocery – rebid annually, no refreshes;
- 2) Dairy Products – rebid annually, no refreshes, price adjustments, as applicable;
- 3) Fresh Bread – rebid annually, no refreshes;
- 4) Meats – rebid quarterly, no refreshes;
- 5) Fresh Produce – rebid quarterly, with monthly prices refreshes between quarterly rebids.

The first one-year period will be from October 1, 2019 to September 30, 2020 inclusive.

The second one-year period will be from October 1, 2020 to September 30, 2021 inclusive.

The third one-year period will be from October 1, 2021 to September 30, 2022 inclusive.

There will be one (1) rebid period at the end of year one and one (1) rebid period at the end of year two. **The period for making call-ups against the Standing Offer is from October 1, 2019 to September 30, 2020.**

The annual rebid process includes all 5 categories whereby the current standing offer holders and any other interested suppliers will be able to bid on this requirement. The quarterly rebids for meat and produce are only open to the suppliers that hold at least one of the five current standing offers at the time of the rebid.

One (1) Standing Offer is to be issued per category as a result of this procurement process. If an Offeror is being recommended for issuance of a Standing Offer for more than one category, only one Standing Offer will be issued to this supplier for those categories if the periods are the same.

### **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.

- 1) Prices that are updated will be subject to review and price support may be required.
- 2) Items in each category will be reviewed individually. If price increase is greater than 10% from the current quarterly bid, price support will be required. If price support is not considered adequate by the Standing Offer Authority, 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.

- 1) 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.

The Standing Offer Holder can accept or decline call-up items not listed at Annex "B", Basis of Payment. Off-list items will be priced in accordance with Annex "B", Basis of Payment.

**Call-up and Order Confirmation, Substitutions**

1. When groceries are required, DND will submit a Unitrak Purchase Order via e-mail, fax or hard copy to the Standing Offer Holder.
2. All call-ups will be placed a minimum of 48 hours prior to the expected day of delivery.
3. During high operational periods, usually between April and September, there may be a requirement for deliveries on Saturdays. During these high operational periods call-ups will be placed a minimum of 24 hours prior to delivery. Arrangements for these deliveries will be mutually agreed upon by the Offeror and the designated Food Services representative. Any cost associated with these deliveries will be at the expense of DND.
4. The Contractor must respond within 4 hours of receipt of a Unitrak purchase order to confirm receipt, via return e-mail.
5. Potential shortfalls of any requested items must be immediately brought to the attention of the designated Food Services representative.
6. DND reserves the right to amend a call-up, up to 24 hours before the delivery is required.
7. Substitutions will not be accepted without the prior approval of Technical Authority/Food Services Representative. Any additional cost incurred to substitute a food item rests fully at the Standing Offer Holder's expense. Substitute food items will be invoiced at the same price as the item it is substituting, as per Annex B, Basis of Payment.

**Rejects and Shortfalls:**

1. Any products not meeting quality standards will be returned (opened or unopened). Delivery costs to replace all rejected and shorted items will be at the Offeror's expense.
2. The Standing Offer Holder agrees, upon notification of rejected products and or shortage of food products, to replace all shortage and rejected items within 24 hours. Any additional expenses including delivery costs incurred to replace all shortage or rejected items rests fully at the Standing Offer Holder's expense.

**Quality Standard Requirements:**

1. All products must adhere to the following Acts and their regulations:
  - i. Agriculture & Agri-Foods Administrative Monetary Penalty Act
  - ii. Canada Agriculture Products Act
  - iii. Canadian Food Agency Inspection Act
  - iv. Consumer Packaging and Labelling Act (as it relates to food)
  - v. Food and Drug Act (as it relates to food)
  - vi. Fish Inspection Act

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vii. Meat Inspection Act

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

A partial list of FQS Standards for grocery items is attached as Attachment No. 2 to Annex "A".

3. "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 No. 1, Canada Grade "A", and/or Choice" is the minimum acceptable grade for products falling under the grading guideline.

4. 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 shelf life or best before date must be clearly indicated and any conditions affecting the product shelf life must be clearly stated at the time of ordering.
5. All food item products must be processed in a federally inspected plant and the Contractor's preparation facility must meet the CFIA standards.
6. All facilities entrusted in the storage and dissemination of foods must be Hazard Analysis and Critical Control Point (HACCP) certified.
7. DND reserves the right to inspect the Contractor's facility during the Standing Offer period for the purpose of quality assurance and to ensure the facility meets the standards expected of a CFIA approved supplier.

**Final Inspection & Product Acceptance / Rejection**

1. Final inspection and acceptance of the food product will rest solely with the DND food representative at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, dirt, or damage by rodents or insects. The DND food representative shall have the right to reject products at the time of delivery and the Offeror will remove unacceptable products immediately off site. Rejected items discovered after delivery must be picked up within 1 working day of notification of the rejection. Rejected product(s) must be replaced within 1 working day of notification.
2. Any products not meeting the Quality Standard and Assurance Requirements will be returned (opened or unopened) to the Offeror at the Offeror's expense.

**Preparation for Delivery**

1. Each container shall be packed in such a manner that the visible surface of all boxes/cartons must be clearly marked to show grade, size, net weight and/or quantity, storage instructions and/or special instructions of the product contained in the package. All boxes/cartons must be clearly labelled with the Supplier's name and address.
2. A bill of lading must be provided to the consignee at the time of each delivery.

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**Quality Assurance:**

1. Where a National Brand Name has been specified, Offeror will provide the product and pack size as requested unless a substitute has been approved prior to shipping.
2. "Canada No. 1, Canada Grade "A", and/or Choice "is the minimum acceptable grade for products falling under the grading guideline.
3. All products must be of recent production. The shelf life or best before date must be clearly indicated on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.
4. All items must arrive in good order with a best before date of a minimum of 7 days to expiry at time of delivery.

**5. Meat:**

- a) All meat products will be properly packaged and will be free of ice crystals, excess frost on packages and water staining on boxes.
- b) All beef steaks/roasts/individual portions beef must be AA or higher.
- c) All beef (bone in or boneless) must be aged for a minimum of fourteen (14) days prior to being frozen.
- d) Ground Beef – Fat Content Certification Requirements:

The following certification is required with each shipment of ground beef signed by the authorized representative of supplier. "Certified that fat content of this shipment, supplied in accordance with the Standing Offer Agreement, had been analyzed and does not exceed 19% fat."

- e) All poultry must be at least Grade A.
- f) All bacon will be center cut and be at least Grade A.

**6. Dairy Products**

- a) Poly bags must be free from contamination.
- b) All ice cream products must arrive at the destination hard frozen.

**7. Fruit and Vegetables – Fresh**

- a) All fresh fruit and vegetables must meet the delivery conditions and requirements as per CGSB 32.250M current issue. Fruit and vegetables must comply with the grade requirements and other provisions prescribed in the Canadian Agricultural Products Act and the fresh Fruit and Vegetable Regulations. The fruit and vegetables must be of one variety or of similar variety characteristics as established for the grade concerned in the Fresh Fruit and Vegetable Regulations. The fruit and vegetables must be clean, sound, free of mold, fresh and without evidence of moisture loss (wilted or shriveled or soft), moisture or freezing damage or sunburn. The fruit and vegetables must be practically free from foreign matter, discoloration, or damage caused by insects, worms, disease, decay, over maturity, hail, mechanical or other means. The fruit and vegetables must be delivered and packaged so that

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they will arrive at the destination in good condition and at the user's specified state of maturity. No produce are to be iced except for broccoli, parsley and green onions.

#### **8. Fruit and Vegetables – Frozen**

- a) In addition to the meeting the requirements of CGSB 32.254M Standard, current issue, and frozen fruit must comply with the relevant portions of the Food and Drugs Act and Regulations, the Canada Agriculture Products Standards Act and Processed Fruit and Vegetables Regulations.
- 9. Final inspection and acceptance of the food product will rest solely with the Technical Authority or his or her representatives at the point of delivery. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The Technical Authority or his or her representative will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.
- 10. The consignee's delivery representative will verify with the Standing Offer Holder's representative that all items shipped have been received using the bill of lading provided by the Standing Offer Holder.
- 11. The Standing Offer (SO) Holder must only charge for the items delivered and accepted. The SO Holder is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by consignee's representative at time of delivery. The SO Holder agrees to provide the consignee with a detailed credit receipt within (3) working days from delivery for all items that the consignee and SO Holder agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the SO Holder provides the Consignee with approved credit receipt. The SO Holder must ensure that all invoices reflect correct pricing effective at the time of ordering.

#### **Type of Transport**

- 1. Delivery of chilled food commodities will be made in climate controlled transport unless the Call-up Authority instructs otherwise. Refrigerated and freezer transport must have the following acceptable temperatures:
  - a. Refrigerated transport must have a temperature of four degrees Celsius (4° C), plus or minus two degrees Celsius ( $\pm 2^{\circ}$  C).
  - b. Freezer transport must have a temperature below negative eighteen degrees Celsius (-18° C).
- 2. The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, the environment it presents must not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.
- 3. The construction, maintenance, sanitation, refrigeration, and handling practices must adhere to the standards of a well-operated Canadian commercial grocer and meet the standards of CFIA.
- 4. The vehicle must be a dedicated transport of food products.

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### **Deliveries**

<b>Address Priority</b>	<b>Delivery Address</b>	<b>Delivery hours</b>
Primary Location	Department of National Defence, 4 Wing Cold Lake, All Ranks Kitchen, Building 40, Cold Lake, AB	Monday, Wednesday, and Friday between 0700 hrs and 1100 hrs
Secondary ( As requested)	Department of National Defence, 4 Wing Cold Lake, Officers Mess Building 20, Wolfe Drive Cold Lake, AB	Monday, Wednesday, and Friday between 0700 hrs and 1100 hrs
Secondary ( As requested)	Department of National Defence, 4 Wing Cold Lake, Sargent and Warrant's Mess Building 30, Queensway Cold Lake, AB	Monday, Wednesday, and Friday between 0700 hrs and 1100 hrs
Secondary ( As requested)	Department of National Defence, 4 Wing Cold Lake, Cadet Survival Camp Building 686 Queensway Cold Lake, AB	Monday, Wednesday, and Friday between 0700 hrs and 1100 hrs

1. 4 Wing Cold Lake requires regular delivery on the days and times noted (above).
2. Part of the year (April to August) a variety of activities occur to drastically increase requirements. Due to these operational requirements, deliveries may, on occasion, be required on Saturdays, given proper notice to the supplier. Any cost associated with these extra deliveries is at the expense of DND. Arrangements for these deliveries will be mutually agreed upon by the Offeror and the designated Food Services representative.
3. The Offeror will bear all risks of loss or damage to the goods until such time as the goods have been inspected and accepted by the Food Services Representative.

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## ATTACHMENT NO. 1 TO ANNEX A

### DND FOOD QUALITY STANDARDS

All products offered must be in accordance with the Canadian Forces Food Quality Specifications. (FQS) Standards, current, which can be found at the following link:

[http://publications.gc.ca/site/eng/search/search.html?st=1&ssti=1&ast=food+quality+specifications+food+purchased+by+federal+government+departments&cnst=&\\_e=on&\\_f=on&\\_adof=on](http://publications.gc.ca/site/eng/search/search.html?st=1&ssti=1&ast=food+quality+specifications+food+purchased+by+federal+government+departments&cnst=&_e=on&_f=on&_adof=on)

### 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](#)

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## ANNEX "B"

### BASIS OF PAYMENT

The requirement is divided into the following five (5) categories and their refresh/rebid periods are as follows:

- 1) Miscellaneous Grocery – rebid annually, no refreshes;
- 2) Dairy Products – rebid annually, no refreshes, price adjustments, as applicable;
- 3) Fresh Bread – rebid annually, no refreshes;
- 4) Meats – rebid quarterly, no refreshes;
- 5) Fresh Produce – rebid quarterly, with monthly prices refreshes between quarterly rebids.

The first one-year period will be from October 1, 2019 to September 30, 2020 inclusive.

The second one-year period will be from October 1, 2020 to September 30, 2021 inclusive.

The third one-year period will be from October 1, 2021 to September 30, 2022 inclusive.

There will be one (1) rebid period at the end of year one and one (1) rebid period at the end of year two. The period for making call-ups against the Standing Offer is from October 1, 2019 to September 30, 2020.

The annual rebid process includes all 5 categories whereby the current standing offer holders and any other interested suppliers will be able to bid on this requirement. The quarterly rebids for meat and produce are only open to the suppliers that hold at least one of the five current standing offers at the time of the rebid.

**Please see attached Excel file Basis of Payment, which includes the following:**

- Working Document Information
  - Schedule of Closing Dates
  - Product Lists for each category:
    - Miscellaneous Groceries
    - Fresh Produce
    - Meat, Poultry & Seafood
    - Fresh Bread & Bakery
    - Cheese, Dairy, Egg & Salads
1. Firm prices will be in Canadian dollars, Applicable Taxes 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 acceptable.
  2. G.S.T. / H.S.T and ecology / deposits will be shown as a separate line item on any resulting invoices.
  3. 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.**
  4. The estimated usage provided in the Excel File, entitled Annex B, is for the sole purpose of establishing an evaluation tool, based only on a best estimate, and in no way reflects the actual usage expected or any commitment on the part of Canada.



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5. Pricing is to remain valid for the period of Standing Offer.

- 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 2, article 2.1, Standard Instructions, Clauses and Conditions.**

6. For the purpose of the financial evaluation, any variance in offered formats between offers will be calculated based on the “price per unit of measurement”.

### **Product List**

As per Excel spreadsheet.

### **Off-List Items**

If the Call-up Authority requests an item, which is not specified in the Product list at Annex B, 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).

Total usage of **Off-List items** (not specified in the Product list at Annex B) **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.

**(See Attached Excel Spreadsheet for Basis of Payment)**

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**ANNEX "C"**  
**STANDING OFFER USAGE REPORT**

**Quarterly Usage Report Schedule:**

<b>Period:</b>	<b>Report Due:</b>
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

The Offeror hereby offers to provide information on completed Call-ups as per the format below:

<b>Supplier Name</b>		<b>Standing Offer Name</b>	
<b>Standing Offer Number</b>		<b>Reporting Period</b>	
<b>Standing Offer Authority</b>	Nidhi Nigam		

<b>Call-up Number</b>	<b>Dollar Value (Taxes included)</b>
<b>(A) Total Dollar Value Call-ups for this reporting period:</b>	
<b>(B) Accumulated Call-up totals to date:</b>	
<b>(A+B) Total Accumulated Call-ups</b>	

**NIL REPORT:** During the above reporting period there have been no call-ups issued against this Standing Offer ( ).

<b>PREPARED BY:</b>	
<b>NAME</b>	
<b>TELEPHONE NUMBER</b>	
<b>SIGNATURE</b>	
<b>DATE</b>	

Send Report to: [TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca)  
or fax to: (780) 497-3510.

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## **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)