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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;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Requirement, the Basis of Payment, the Standing Offer Usage Reporting Form, the Financial Evaluation, Additional Certifications, and the Electronic Payment Instruments.

### **1.2 Summary**

- 1.2.1 The Department of National Defence (DND), Canadian Forces Base (CFB) Trenton, Trenton, ON, requires the supply and delivery of meat, fish and poultry products on as and when required basis, as specified in Annex B, to various sites on CFB Trenton.

The Period of the Standing Offer is from 1 September 2019 to 31 August 2020.

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

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is subject to a preference for Canadian goods and/or services.
- 1.2.4 The Request for Standing Offers (RFSO) is to establish a Regional Individual Standing Offer for the delivery of the requirement detailed in the RFSO to the Identified Users in Trenton, ON. DND will transport some of the items delivered to Trenton, ON to other areas in Canada. The Nunavut Land Claims Agreement must be considered.

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

### **1.3 Debriefings**

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

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

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

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

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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](#) (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.

### **2.2 Submission of Offers**

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

Public Works and Government Services  
Kingston Procurement  
86 Clarence Street, 2nd Floor  
Kingston, Ontario, K7L 1X3  
Fax: (613) 545-8067

[TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)  
(email address for ePost Connect service)

Bids will not be accepted if emailed directly to this email address.

This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 Ontario.

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

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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. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Financial Offer

Section II: Certifications

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

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard 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: Financial Offer**

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

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

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

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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 II: 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.

#### **4.1.1 Financial Evaluation**

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

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

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

B-1 Special Orders - Offerors must submit a maximum mark-up percentage.

- 4.1.1.2** As stipulated in 2006 Standard Instructions, the quantity of goods specified in the RFSO are only an approximation of requirements given in good faith.

##### **4.1.1.3 Evaluation of Price**

The Evaluated Price will be the aggregate of:

The Extended Price (Column M) for each item in Annex "B" - Appendix 1, Basis of Payment, A-1 Standard Food Products is calculated by multiplying the Estimated Three (3) Month Usage (Column G) by the Firm Kilogram (kg) Unit Price (Column K) in accordance with Annex "B" - Appendix 1, Basis of Payment.

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

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

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

### **4.2 Basis of Selection**

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

Up to three responsive offers with the lowest evaluated prices on an aggregate basis will be recommended for further evaluation as outlined below.

**4.2.2** Of the responsive offers recommended under 4.2.1, Canada will next determine the lowest Evaluated Price on an item by item basis and recommend those for issuance of a standing offer. Where Offerors are declared to be the lowest Evaluated Price on multiple items, they will be recommended for issuance of one standing offer for all these items.

**4.2.2.1** Based on the results described in 4.2.2 and prior to issuance of any Standing Offer, recommended Offerors will be asked to confirm that they wish to be issued a Standing Offer for the items they would be subsequently issued, or if they would prefer to withdraw their Offer. In the event that the Offeror withdraws their offer, the remaining offers will be re-evaluated in accordance with the processes described in 4.2.1 and 4.2.2

**4.2.2.2** Standing Offer holders will be given the opportunity, on a quarterly (three (3) month) basis, to refresh their unit prices for any of the line items identified in the entire Standing Offer.

Refreshed unit prices must be provided in Microsoft Excel, in accordance with Annex "B" - Appendix 1, Basis of Payment and must be sent to the Standing Offer Authority no later than the 20th of the month.

If refreshed unit prices are not received by this date or do not comply with the terms and conditions of the Standing Offer, the previous unit prices will apply. Unit pricing that is increased more than 15% must be accompanied by price support in accordance with SACC Manual Clause [C0008T](#) (2007-05-25) Price Support- Non-competitive Bid.

These refreshed unit prices will be re-evaluated in accordance with 4.2.2 and 4.2.2.1 and new unit prices will be issued by the Standing Offer Authority to the Standing Offer holders to reflect the resulting changes.

In the event that a Standing Offer holder wishes to withdraw their Offer for that quarter (three (3) month period), the items on their Standing Offer will be distributed to the other Standing Offer holders, and the Standing Offer holder will have the opportunity to provide new refreshed unit prices for the following quarter (three (3) months).

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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

###### 5.1.2.1.1 SACC Manual clause [A3050T](#) (2018-12-06) Canadian Content Definition

This procurement is conditionally limited to Canadian goods.

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

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

The Offeror certifies that:

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

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

### 5.2 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

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

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

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

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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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 "X".

#### **6.2 Security Requirements**

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

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

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

##### **6.3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed in annex "C". 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: February 1 to April 30
- second quarter: May 1 to July 31
- third quarter: August 1 to October 31
- fourth quarter: November 1 to January 31

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

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

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

The period for making call-ups against the Standing Offer is from 2019-09-01 to 2020-08-31.

##### **6.4.2 Comprehensive Land Claims Agreements (CLCAs)**

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The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the identified Users in Trenton, ON, further transporting items to other areas in Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

### 6.4.3 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

Name: David Barltrop  
Title: A/Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
Address: 86 Clarence St., 2<sup>nd</sup> Floor  
  
Telephone: 613 536 4994  
Facsimile: 613 545 8067  
E-mail address: [David.Barltrop@tpsgc-pwgsc.gc.ca](mailto:David.Barltrop@tpsgc-pwgsc.gc.ca)

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

### 6.5.2 Project Authority

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

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

### 6.5.3 Offeror's Representative (To be completed by the offeror)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Identified Users

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

The Department of National Defence, Canadian Forces Base (CFB) Trenton, in Trenton Ontario.

## 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (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", Appendix 1, Basis of Payment; and
- g) the Offeror's offer dated \_\_\_\_\_ **(to be insert at contract award)**.

## 6.10 Certifications and Additional Information

### 6.10.1 Compliance

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

### 6.10.2 SACC Manual Clauses

SACC *Manual* clause **M3060C** (2008-05-12), Canadian Content Certification.

### **6.11 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

### **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 (2018-06-21) Interest on Overdue Accounts, of 2010A (2018-06-21), will not apply to payments made by credit cards.

### **6.3 Term of Contract**

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

The period of the Contract is from date of Contract plus two (2) months inclusive.

#### **6.3.2 Delivery Date**

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

### **6.4 Payment**

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in in Annex "B" - Appendix 1, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### **6.4.2 Limitation of Price**

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

#### **6.4.3 Single Payment**

SACC Manual Clause H1000C (2008-05-12) Single Payment

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

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):  
[Note to Offerors: Canada will insert or delete text, as per the Offer (Annex D), at time of issuance]

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

## 6.5 Invoicing Instructions

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.

Invoices must be submitted on the Offeror's own invoice form and at a minimum include:

- (a) the call-up number;
- (b) the amount invoiced (exclusive of HST);
- (c) the amount of HST;
- (d) the date;
- (e) the name of the Project Authority;
- (f) the delivery destination;
- (g) the quantity and description(s) (Item #);
- (h) the Standing Offer Number as shown on page 1 of this Standing Offer;
- (i) for Item(s) ordered under \*B-1 – Special Orders\*, pricing must be supported with cost and mark-up pricing (if applicable) on all invoicing.

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.6 Insurance

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

## 6.7 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations  
SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods  
SACC Manual clause [B2005C](#) (2007-05-25), Fish - Quality Stamping  
SACC Manual clause [B3003C](#) (2007-05-25), Grades of Meat  
SACC Manual clause [D0014C](#) (2007-11-30), Delivery of Fresh Chilled or Frozen Products  
SACC Manual clause [D0018C](#) (2007-11-30), Delivery and Unloading  
SACC Manual clause [D3004C](#) (2007-11-30), Type of Transport  
SACC Manual clause [D3007C](#) (2007-11-30), Inspection and Stamping  
SACC Manual clause [D5311C](#) (2007-11-30), Right of Access and Inspection of Meat

## 6.8 Inspection and Acceptance

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

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## ANNEX "A"

### REQUIREMENT

#### 1. Requirement

The Department of National Defence (DND), Canadian Forces Base (CFB) Trenton, Trenton On requires the supply and delivery of meat, fish and poultry products on an as and when required basis, as specified in Annex B, to various sites on the Trenton Canadian Forces Base.

#### 2. Standards

All packaged foods must comply with the following Standards and Regulations, but not limited to:

- i. The Canadian Food and Drug Regulations;
- ii. Canadian Food Inspection Agency (CFIA) Inspection Standards;
- iii. Canada Agriculture Products Act;
- iv. Consumer Packaging and Handling Act (as it relates to food);
- v. All Items must be graded "Double A" or higher.

#### 3. DND Food Quality Specifications

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

DND Food Quality Spec – Beef (E6TOR-13RM06/A)  
DND Food Quality Spec – Veal (E6TOR-13RM37/A)  
DND Food Quality Spec – Pork (E6TOR-13RM32/A)  
DND Food Quality Spec – Lamb (E6TOR-13RM27/A)  
DND Food Quality Spec – Poultry (E6TOR-13RM33/A)  
DND Food Quality Spec – Fish & Seafood (E6TOR-13RM18/A)

#### 4. Item Sizes and Back Orders

- 4.1 No deviation from sizes will be accepted unless the stated size is no longer available in the industry. The Supplier must notify the Project Authority and the Contracting Authority and obtain their written acceptance of replacement size.
- 4.2 No back orders will be accepted unless arranged in advance with the Project Authority.
- 4.3 No minimum call-ups apply to this Standing Offer.
- 4.4 If supplier has an equal or higher quality substitution to provide within the 24hr delivery time the item shall be sold at the same price as the standing offer price

#### 5. Final Inspection & Product Acceptance/Rejection

- 5.1 Inspection and acceptance will rest with the Site Authority at the delivery destination. All products supplied must be free of signs of deterioration, spoilage, filth or damage by rodents or insects;
- 5.2 The Site Authority may reject products at the time of delivery and any product(s) must be removed immediately by the Supplier;
- 5.3 Rejected items discovered after delivery must be picked-up within 1 working day of notification of the rejection;

- 5.4 Rejected product(s) must be replaced within 1 working day of notification;
- 5.5 If broken or damaged goods are received from a supplier, their subsequent reshipment to the Crown will be at the supplier'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 contractor 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. As well, recourse as provided in the PSPC General Terms and Conditions of the Crown.

## **6. Preparation for Delivery**

- 6.1 The surface of all boxes/cartons must be clearly marked to show the grade, size, net weight and quantity, storage instructions and special instructions of the product contained in the package;
- 6.2 The Supplier must supply delivery slips for each delivery.

## **7. Pallets**

- 7.1 All goods must be delivered on registered range or blue pallets only;
- 7.2 The Supplier must implement a tracking system to ensure that the number of outgoing pallets does not exceed the number of pallets delivered by their company.
- 7.3 This register must be verified by the Project Authority;
- 7.4 The Supplier must maintain a record of the number of pallets delivered to and returned by each delivery location. A copy of this record must be provided to the Site Authority.
- 7.5 Any disagreement with the quantities shown on the summary must be forwarded to the Supplier in writing within 30 days after the last delivery date of the disputed month.

## **8. Delivery**

- 8.1 Deliveries must be made within 24 hours from receipt of a call-up request;
- 8.2 Suppliers must notify receipt of each order within 4 hours of receipt;
- 8.3 Suppliers must notify the ordering office of any shortages for orders placed within 4 hours of receipt of an order (no later than 4:00 PM);
- 8.4 Delivery must be made during the period of 7:30 AM to 11:30 AM and 1:00 PM to 3:00 PM only on each delivery day;
- 8.5 Deliveries must be made five days per week, Monday to Friday;
- 8.6 Emergency delivery on weekends due to operational requirements must be available with no changes to pricing. Emergency delivery are defined as a national emergency or aid to civil power (i.e. ice storm).

## **9. Delivery Locations**

Deliveries to be made directly to the following buildings at CFB Trenton, Trenton ON K0K 3W0:

Solicitation No. - N° de l'invitation  
W0125-20WR02/A  
Client Ref. No. - N° de réf. du client  
W0125-20-WR02

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-9-52039

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

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7 Wing Food Services  
75 Yukon St  
Astra, ON K0K 3W0

8 Wing Officers' Mess  
182 Yukon St  
Astra, ON K0K 3W0

CFS Alert  
30 East North Star Dr  
Astra, ON K0K 3W0

Buildings may be added or deleted during the Standing Offer Period.

Solicitation No. - N° de l'invitation  
W0125-20WR02/A  
Client Ref. No. - N° de réf. du client  
W0125-20-WR02

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-9-52039

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

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## ANNEX "B"

### BASIS OF PAYMENT

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

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

#### 1. Standard Food Products

*See Annex "B" - Appendix 1 - A-1 Standard Food Products - The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for three (3) months and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered. (**italics to be removed at time of issue**)*

#### 2. Special Orders

*See Annex "B" - Appendix 1 - B-1 Special Orders - The estimated expenditure provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The expenditure as stated herein reflect the expected usage for three (3) months and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered. (**italics to be removed at time of issue**)*



Solicitation No. - N° de l'invitation  
W0125-20WR02/A  
Client Ref. No. - N° de réf. du client  
W0125-20-WR02

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-9-52039

Buyer ID - Id de l'acheteur  
kin510  
CCC No./N° CCC - FMS No./N° VME

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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)