

**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> Juice & Dispensers	
<b>Solicitation No. - N° de l'invitation</b> W0127-18P022/A	<b>Date</b> 2019-08-21
<b>Client Reference No. - N° de référence du client</b> W0127-18P022	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-100-11673
<b>File No. - N° de dossier</b> EDM-8-41326 (100)	<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 2019-09-06</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> Fisher, Drew	<b>Buyer Id - Id de l'acheteur</b> edm100
<b>Telephone No. - N° de téléphone</b> (780)901-4270 ( )	<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 EDMONTON GARRISON STN FORCES P.O.BOX 10500 EDMONTON Alberta T5J4J5 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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Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41326

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 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, and other annexes.

### **1.2 Summary**

The Department of National Defence CFB Edmonton, requires a Regional Individual Standing Offer (RISO) for the supply, delivery, and offloading of juice concentrate for one year period with two 1 year option periods. Rental, installation, maintenance and subsequent removal of refrigerated juice dispensers is also included in this standing offer.

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

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

### **1.3 Debriefings**

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting

Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 180 days

#### **2.1.1 SACC Manual Clauses**

[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. Bids may be submitted by mail, courier or fax.

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jasper  
5th floor/5e étage  
Edmonton/AB  
T5J 1S6

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca) Bids/Offer 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.  
(780) 497-3510

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

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

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

## 2.4 Applicable Laws

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

## 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 Bid  
Section II: Financial Bid  
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 Bid (1 hard copy or 1 fax copy)  
Section II: Financial Bid (1 hard copy or 1 fax copy)  
Section III: Certifications (1 hard copy or 1 fax 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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;

- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

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

In their technical offer, Offerors must explain and demonstrate how they propose to meet the mandatory technical criteria.

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

Offerors must submit their financial offer in accordance with the Annex C, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

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

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

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

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

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

### **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification

are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Failure to meet any of the following mandatory criteria at solicitation closing will render your submission non-compliant and given no further consideration:

- 4.1.1.1.1** Offerors must have the ability to perform the full scope of work as described in Annex "A", Requirement;
- 4.1.1.1.2** Ability to meet the Requirement and the Minimum Specifications as described in Annex "B".

#### **4.1.2 Financial Evaluation**

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

The price of the offer will be evaluated 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. The estimated values identified under Annex B are for evaluation purposes only.

The total overall Offer price per category will be calculated as follows:

- (a) Each unit price will be multiplied by the applicable quantity to obtain an extended total line item price;
- (b) The extended total line item prices will be added together to reach an evaluated total offer price.

#### **4.2 Basis of Selection**

SACC Manual Clause [M0069T](#) (2007-05-25), Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### **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 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.

### 5.1.1 Integrity Provisions – Required Documentation

In accordance with 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.

### 5.1.2 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.

### 5.1.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.1.3.1 Canadian Content Certification

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

This procurement is 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 goods(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, consult Annex 3.6(9), Example 2, of the Supply Manual.

## **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" and Mandatory Technical Specifications in Annex "B".

#### **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 "D". 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 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 \_\_\_\_\_ to \_\_\_\_\_ (to be inserted at contract award).

### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 2 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **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**

The Standing Offer Authority is:

Name: Drew Fisher  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address:

ATB Place, North Tower  
5th Floor – 10025 Jasper Avenue  
Edmonton, AB T5J 1S6

Telephone: 780-901-4270  
Facsimile: 780-497-3510  
E-mail address: drew.fisher@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 (will be inserted at contract award)**

The Project Authority for the Standing Offer is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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File No. - N° du dossier  
EDM-8-41326

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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 under 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 Offeror)

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

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Canadian Forces Base (CFB) Edmonton Garrison, Edmonton, Alberta.

## 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic version.

## 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 standard instructions [2006](#) (2019-03-04), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements
- e) Annex "A", Statement of Requirement;
- f) Annex "B" Mandatory Specifications
- g) Annex "C", Basis of Payment;
- h) Annex "D", Standing Offer Usage Report;
- i) 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.

### **6.3 Term of Contract**

#### **6.3.1 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 price(s) as specified in Annex B – Basis of Payment for a cost of \$ \_\_\_\_\_ (price to be determined on call-up). Customs duties are included and Applicable Taxes are extra.

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

### 6.4.2 Limitation of expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (TBD). Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.4.3 Single Payment

*SACC Manual* clause H1000C (2008-05-12) Single Payment

### 6.4.4 SACC Manual Clauses

M3000C (2006-08-15) Price Lists

### 6.4.5 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

f. Large Value Transfer System (LVTS) (Over \$25M)

## 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.

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

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-No Specific Requirement

## 6.7 SACC Manual Clauses

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
[D0014C](#) (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
[D0018C](#) (2007-11-30) Delivery and Unloading  
[D3004C](#) (2007-11-30) Type of Transport  
[D5328C](#) (2014-06-26) Inspection and Acceptance

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## ANNEX A-Requirement

### REQUIREMENT

The Department of National Defence CFB Edmonton, requirements a Regional Individual Standing Offer (RISO) for the supply, delivery, and offloading of juice concentrate for one year period with two 1 year option periods. Rental, installation, maintenance and subsequent removal of refrigerated juice dispensers is also included in this standing offer:

*Locations of delivery:*

*Garrison Edmonton*

*Combined Mess*

*Building 210*

### SCOPE

To provide food commodities at specified times to meet the particulars of the standing offer. Personnel from Canadian Forces will meet your employees at the specified points of delivery to receive the food order.

### ITEMS REQUIRED

- Juice, Concentrate, Guava
- Juice, Concentrate, Orange
- Juice, Concentrate, Apple
- Juice, Concentrate, Cranberry
- Juice Dispensers

The Contractor shall perform and complete with care, skill, diligence, and efficiency the work described in this standing offer.

The Contractor agrees to remove all pallets at the time of each delivery.

### JUICE SPECIFICATIONS

(a) The concentrated juice offered must be compatible for use in the dispensing machines provided.

### JUICE DISPENSER SPECIFICATIONS

(a) The juice dispenser(s) must be provided for rental free of charge during the standing offer period and include all hook-up lines, if applicable.



(b) Any installation, demonstration and/or removal of the dispensing equipment must be provided at no additional cost and coordinated with the Project Authority.

(c) Up to six (6) over-the-counter juice dispenser(s) with four (4) dispensing valves may be required.

(d) The juice dispensers must be refrigerated.

(e) Regular maintenance and servicing of the dispensing machine is the responsibility of the Offeror and must be provided at no additional cost.

## **QUALITY**

1. All products will be provided in accordance with the following Acts and their relevant regulations:
  - (a) Agriculture & Agri-Foods Administrative Monetary Penalty Act
  - (b) Canada Agriculture Products Act
  - (c) Canadian Food Agency Inspection Act
  - (d) Consumer Packaging and Handling Act (as it relates to food)
  - (e) Food and Drug Act (as it relates to food)

2. All products offered must be provided in accordance with the Canadian General Standards Board (CGSB) Standards, current editions.

Note: Canadian General Standards Board (CGSB) Standards are available from:

CGSB Sales Unit

Ottawa, Ontario K1A 1G6

Phone: (613) 941-8703 or 8704 FAX: (613) 941-8705

A complete collection of the Canadian General Standards Board standards and specifications is also available for viewing at Depository Libraries. For information on Depository Libraries in the Offeror's area, contact the Canadian General Standards Board Sales Unit.

3. No substitute on the packaging, containers or sizes including case quantities will be accepted unless approved prior to shipping.

## FOOD LIST-MANDATORY REQUIREMENTS

The contractor must ensure that 100 % compliance to the attached in "ANNEX B". Failure to do without prior consent of Public Works and Government Services; Edmonton Office will result in rejection of bid.

## FOOD DELIVERIES

Deliveries are to be made directly to a specified location within the geographies of Canadian Forces Base Edmonton between the hours of 0700 hr and 1200 hrs. Primary delivery days are Monday through Friday, inclusive. Deliveries may, on occasion, be required on Saturdays due to operational requirements. Arrangements for additional delivery days, times and locations, will be mutually agreed upon by the Offeror and the designated Food Services representative. 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.

## SERVICE LEVELS

All orders will be placed a minimum of 48 hours prior to the expected day of delivery, by phone, fax, or hard copy.

A window time of 24 hours before delivery is required to make **MINOR** amendments to the original order.

## ORDER CONFIRMATION

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

## REJECTS AND SHORTFALLS

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

## DELIVERY OF PRODUCTIONS NOT MEETING QUALITY STANDARDS

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

-Three shipments of products that fail to meet the quality Standard Requirements may result in no further orders being placed and the Standing Offer may be set aside.

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## DISCREPANCIES AND SUBSTITUTIONS

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

## INVOICING

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.

Each invoice must be supported by:

- b) a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

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

The consignee's delivery representative will verify with the contractor's representative that all items shipped have been received using the bill of lading provided by the contractor.

The contractor must only charge for the items delivered and accepted. The contractor 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 contractor agrees to provide the consignee with a detailed credit receipt within (3) working days from delivery for all items that the consignee and contractor agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the Contractor provides the Consignee with approved credit receipt. The contractor must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices must contain the following information:

Attn:

*Name of Requesting Kitchen*

*Kitchens Complete Mailing address*

*Invoice control number*

*Delivery Date*

## INVOICE PAYMENT

The Contractor must respond within 4 hours of receipt of a PWGSC 942 Call-up Against a Standing Offer to confirm receipt, via return fax. Potential shortfalls of any requested items must be immediately brought to the attention of the designated Food Services representative.

## **TYPE OF TRANSPORT**

The vehicles utilized for the transportation of Juice products must be considered as an extension of the company premises. As such, it is important that the environment it presents does 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.

The construction, maintenance, sanitation and refrigeration standards in addition to the handling practices must equate as closely, as is reasonably possible, to the standards required of a well-operated Canadian commercial grocer.

## **QUALITY ASSURANCE**

All products must be processed in federally inspected plants.

Juice products must be of recent production and have the latest production date available. The shelf life must have a minimum of 30 days and the 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. The Canadian Government Standards Boards Specifications will be used as reference for quality control. Final inspection and acceptance of the food product will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

DND representatives may perform quality assurance inspections at the supplier facilities as required.

## ANNEX B: MANDATORY SPECIFICATIONS

### Minimum Performance Specifications

To be considered responsive Bidders **must** clearly indicate compliance or noncompliance with each article below by inserting "X" under the "Meets/Does Not Meet" Columns.

To demonstrate compliance, Bidders should also include and appropriately cross reference published technical information that confirms compliance with each mandatory criterion specified herein (unless stipulated as "not applicable for this item").

If published technical documentation does not exist for a specific requirement, then a written narrative explaining how the product offered meets the specification should be included with the Proposal. Failure to comply with any of the mandatory technical requirements will disqualify the bid from further consideration.

To ensure compliance is clear, the bidder should utilize a numbering system that corresponds to the numbering system below. An example of an acceptable system would be to indicate the specification reference number on a Tab stuck to the appropriate page of the technical documentation. The appropriate article of the technical documentation that demonstrates compliance should then be highlighted or underlined.

### MANDATORY TECHNICAL SPECIFICATIONS

	Specifications	Meets	Does Not Meet	Reference
1	Able to provide juice Concentrate, Guava			
2	Able to provide juice Concentrate, Orange			
3	Able to provide juice Concentrate, Apple			
4	Able to provide juice Concentrate, Cranberry			
5	Able to provide juice Dispensers			
6	The concentrated juice offered must be compatible for use in the dispensing machines provided.			
7	The juice dispenser(s) must be provided for rental free of charge during the standing offer period and include all hook-up lines, if applicable.			
8	Any installation, demonstration and/or removal of the dispensing equipment must be provided at no additional cost and coordinated with the Project			

Solicitation No. - N° de l'invitation  
W0127-18P022/A  
Client Ref. No. - N° de réf. du client  
W0127-18P022

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41326

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

	Authority.			
9	Must provide up to six (6) over-the-counter juice dispenser(s) with four (4) dispensing valves may be required.			
10	The juice dispensers must be refrigerated.			
11	Regular maintenance and servicing of the dispensing machine is the responsibility of the Offeror and must be provided at no additional cost.			

Bids which do not meet all of the Minimum Specifications listed above will be deemed non-compliant and given no further consideration.

If your literature/specification is not enclosed with your tender at solicitation closing, your literature/specification must be received within two (2) working days of request by the Contracting Authority.

If upon delivery and acceptance, the product is found not to meet the Minimum Performance Specifications, the product will be returned at the Suppliers expense and the Contract terminated for default.

Solicitation No. - N° de l'invitation  
W0127-18P022/A  
Client Ref. No. - N° de réf. du client  
W0127-18P022

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41326

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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## **Annex "C"**

### **Basis of Payment (Excel Document)**

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.

G.S.T. / H.S.T and ecology / deposits will be shown as a separate line item on any resulting invoices.

Offerors must provide prices for one hundred percent (100%) of line items listed on the product list.

The estimated usage 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.

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

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".

## ANNEX "D"

### STANDING OFFER USAGE REPORT

#### Quarterly Usage Report Schedule:

Period:	Report Due:
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:

Supplier Name		Standing Offer Name	
Standing Offer Number		Reporting Period	
Standing Offer Authority	Drew Fisher		

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

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

PREPARED BY:	
NAME	
TELEPHONE NUMBER	
SIGNATURE	
DATE	

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



Solicitation No. - N° de l'invitation  
W0127-18P022/A  
Client Ref. No. - N° de réf. du client  
W0127-18P022

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41326

Buyer ID - Id de l'acheteur  
EDM100  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX “E” 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)