

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

**Bid Receiving - PWGSC / Réception des soumissions → TPSGC**

**10th Floor, 4900 Yonge Street /  
10e étage, 4900 rue Yonge  
Toronto  
Ontario  
M2N 6A6**

## 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

Address inquiries to the Contracting Authority at  
Hussain.Noor@pwgsc-tpsgc.gc.ca

**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  
Ontario Region  
10th Floor, 4900 Yonge Street  
Toronto  
Ontario  
M2N 6A6

<b>Title - Sujet</b> Miscellaneous Groceries - Borden	
<b>Solicitation No. - N° de l'invitation</b> W0113-21G010/A	<b>Date</b> 2020-04-01
<b>Client Reference No. - N° de référence du client</b> W0113-21G010	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-007-7919
<b>File No. - N° de dossier</b> TOR-9-42125 (007)	<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 2020-04-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Noor, Hussain	<b>Buyer Id - Id de l'acheteur</b> tor007
<b>Telephone No. - N° de téléphone</b> (647)295-3458 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE Ration & Quarters Support Services Headquarters 675 Dieppe Rd BORDEN Ontario L0M1C0 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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W0113-21G010/A  
Client Ref. No. - N° de réf. du client  
W0113-21G010

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-9-42125

Buyer ID - Id de l'acheteur  
TOR007  
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 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 and any other annexes

### **1.2 Summary**

The Department of National Defence (DND), Canadian Forces Base (CFB) Borden, Ration and Quarters Support Services (R&QSS) located in Borden, Ontario and the 32 Service Battalion Canadian Forces College (CFC) Toronto, Ontario has a requirement for the supply and delivery of miscellaneous groceries products, as specified in Annex 'B' on an "as and when" requested basis.

The offeror can submit pricing on as many or as few line items as they wish. Offers will be evaluated on the highest amount of line items offered and then on a line item basis.

The Request for Standing Offer may result in the issuance of up to three (3) Standing Offers.

The period of the Standing Offer is from May 01, 2020 to July 31, 2020.

The Standing Offer holders will be given the opportunity to rebid their pricing for option period 1, option period 2 and option period 3 as outlined in Annex B.

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

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.

## 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.

#### 2.1.1 SACC Manual Clauses

SACC Manual Clause [B4024T](#) (2006-08-15) No Substitute Products

### 2.2 Submission of Offers

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

Bid Receiving – PWGSC

10<sup>th</sup> Floor, 4900 Yonge Street

Toronto, Ontario, M2N 6A6

[TPSGC.ordreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ordreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Facsimile number: 416-952-1256

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### 2.2.1 Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer.

### 2.3 Enquiries - Request for Standing Offers

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

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

### 2.4 Applicable Laws

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

## 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: 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 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: Financial Offer**

Offerors must submit their financial offer in accordance with "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 "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" 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.

## **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.

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#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

The Offeror must complete and submit with its offer, Annex B (Excel File attached). Pricing must be provided for any line item the Offeror is submitting an offer.

For Annex B – where an item has Additional Description, only items with that Specific Description will be acceptable.

Where the Offeror proposes an alternate UOIS (Unit of Issue Size), the Offeror must enter an amount for both PACK AND SIZE under Proposed Packaging.

The estimated usages provided in Annex B are for the sole purpose of establishing an evaluation tool. These usages are based only on best estimate and in no way reflect the actual usages expected or any commitment on part of the crown.

The Offeror must provide a maximum mark-up percentage for Special Orders. If left blank, an amount of 0% will be assumed and used in the subsequent Standing Offer.

A maximum of three (3) Standing Offers will be awarded.

The offers will be reviewed based on the number of line items submitted by each Offeror. The three (3) offers with the highest amount of line items submitted will be deemed qualified offers and be evaluated on a line item basis and all other offers will not be reviewed. Each line item will be evaluated separately, with the lowest Firm Unit of Measure (UoM) Price being awarded the specific line item.

If all offers provide pricing for all line items, the total evaluated price of all line items will be used and the three (3) lowest price offers will be deemed qualified offers and then be evaluated on a line item basis and all other offers will not be reviewed. The total evaluated price is the sum of the Extended Price, Extended Price is calculated as the estimated usage multiplied by Firm UoM price.

If all offerors provide pricing for the same amount of line items (but not all line items), each line item will be evaluated separately and the three (3) offers with the highest amount of winning line items will be issued Standing Offers.

##### **4.1.1.2 Unit of Issue Size**

Where changes to the Preferred UOIS are proposed the following must be met:

- a. The Proposed UOIS reflects the next size up or down (from the Preferred UOIS specified) that is available in the industry.

##### **4.1.1.3 SACC Manual Clause**

SACC Manual Clause **M0220T** (2016-01-28), Evaluation of Price

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

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an item by item basis will be recommended for issuance of a standing offer.

A maximum of three (3) Standing Offers will be awarded.



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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 [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 with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [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 "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 monthly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 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 May 01, 2020 to Jul 31, 2020.

##### 6.4.2 Delivery Points

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

##### 6.4.3 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 3 (three) additional one (1) month periods, from 01 August 2020 to 31 August 2020, 01 September 2020 to 30 September 2020 and 01 October 2020 to 31 October 2020 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 05 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Hussain Noor  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Procurement Directorate  
10<sup>th</sup> Floor, 4900 Yonge Street  
Toronto, ON  
M2N 6A6

Telephone: 647-295-3458

E-mail address: [Hussain.Noor@pwgsc.gc.ca](mailto:Hussain.Noor@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**

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 are:

Department of National Defence – Canadian Forces Base (CFB) Borden and Canadian Forces College (CFC) Toronto.

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## 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. (Annex D)

## 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) Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reporting Form;
- h) Annex D, PWGSC-TPSGC 942 - Call-Up against a Standing Offer form;
- i) the Offeror's offer dated \_\_\_\_\_.

## 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.

## 6.11 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 \_\_\_\_\_.

## 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. *[Note to Offerors: This clause will be inserted if payment by credit card(s) is accepted by the Offeror, otherwise it will be deleted]*

### **6.3 Term of Contract**

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

#### **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- Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

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, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 (2011-05-16) 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):

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

- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The following must be followed when submitting invoices:

- a. The invoices must be in sequence with the table in Annex B - Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, sub-total, GST/HST and total.
- c. The invoice must identify the call-up number
- c. The invoice must identify the consignee address where the goods were delivered
- d. Each call-up and consignee point must be invoiced separately

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

## 6.6 Insurance

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

## 6.7 SACC Manual Clauses

D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D0018C (2007-11-30) Delivery and Unloading  
B7500C (2006-06-16) Excess Goods  
A9062C (2011-05-16) Canadian Forces Site Regulations

**ANNEX "A"**  
**REQUIREMENT**

**1. Requirement**

Public Services and Procurement Canada (PSPC), on behalf of Department of National Defence (DND) Canadian Forces Base (CFB) Borden and Canadian Forces College (CFC) Toronto has a requirement for a Regional Individual Standing Offer for the supply, delivery and offloading of various quantities of food rations to kitchens, on an "as and when requested basis" for the period of the Standing Offer.

Food Product Categories

- a) Frozen Foods
- b) Miscellaneous Groceries

**2. Food Quality Specifications**

All goods supplied must be in accordance with the Food Quality Specifications located at Publications.gc.ca

<b>FQS # &amp; Description</b>	<b>Numéro et description des SQA</b>	<b>Catalogue # English</b>	<b>Numéro de catalogue</b>
<i>FQS-01 Eggs</i>	<i>SQA-01 Oeufs et produits d'œufs</i>	<i>D2-531/01-2018E-PDF</i>	<i>D2-531/01-2018F-PDF</i>
<i>FQS-09 Fish and Seafood</i>	<i>SQA-09 Poissons et produits de la mer</i>	<i>D2-531/09-2018E-PDF</i>	<i>D2-531/09-2018F-PDF</i>
FQS-12 Frozen Fruit	SQA-12 Fruits congelés	D2-531/12-2018E-PDF	D2-531/12-2018F-PDF
FQS-13 Frozen Vegetables	SQA-13 Légumes congelés	D2-531/13-2018E-PDF	D2-531/13-2018F-PDF
FQS-14 Canned Fruit	SQA-14 Fruits en conserve	D2-531/14-2018E-PDF	D2-531/14-2018F-PDF
FQS-15 Canned Vegetables	SQA-15 Légumes en conserve	D2-531/15-2018E-PDF	D2-531/15-2018F-PDF
FQS-16 Dried Fruit	SQA-16 Fruits séchés	D2-531/16-2018E-PDF	D2-531/16-2018F-PDF
FQS-17 Dehydrated Vegetables	SQA-17 Légumes déshydratés	D2-531/17-2018E-PDF	D2-531/17-2018F-PDF
FQS-20 Misc Groceries	SQA-20 Produits d'épicerie divers	D2-531/20-2018E-PDF	D2-531/20-2018F-PDF
FQS-21 Pasta	SQA-21 Pâtes alimentaires et nouilles	D2-531/21-2018E-PDF	D2-531/21-2018F-PDF
FQS-22 Rice	SQA-22 Riz	D2-531/22-2018E-PDF	D2-531/22-2018F-PDF
<i>FQS-23 Legumes</i>	<i>SQA-23 Légumineuses (légumineuses à grain)</i>	<i>D2-531/23-2018E-PDF</i>	<i>D2-531/23-2018F-PDF</i>

FQS-25 Shortenings, Fats and Oils	SQA-25 Graisses alimentaires et les huiles	D2-531/25-2018E-PDF	D2-531/25-2018F-PDF
FQS-26 Butter and Margarine	SQA-26 Beurre et margarine	D2-531/26-2018E-PDF	D2-531/26-2018F-PDF
FQS-27 Sugar and Preserves	SQA-27 Sucres et conserves	D2-531/27-2018E-PDF	D2-531/27-2018F-PDF
FQS-28 Coffee and Tea	SQA-28 Café et thé	D2-531/28-2018E-PDF	D2-531/28-2018F-PDF
FQS-29 Ice Cream and Sorbets	SQA-29 Crème glacée et sorbet laitier	D2-531/29-2018E-PDF	D2-531/29-2018F-PDF
FQS-30 Pie Fillings and Pie Fruits	SQA-30 Garniture de tarte et fruits à tarte	D2-531/30-2018E-PDF	D2-531/30-2018F-PDF
FQS-31 Herbs, Spices and Seasonings	SQA-31 Fines herbes et épices	D2-531/31-2018E-PDF	D2-531/31-2018F-PDF
FQS-33 Condiments and Condiment Sauces	SQA-33 Condiments et sauces condimentaires	D2-531/33-2018E-PDF	D2-531/33-2018F-PDF
FQS-34 Bread and Baked Products	SQA-34 Pain et produits de boulangerie	D2-531/34-2018E-PDF	D2-531/34-2018F-PDF
FQS-35 Fruit Juice	SQA-35 Jus de fruit	D2-531/35-2018E-PDF	D2-531/35-2018F-PDF
FQS-36 Cereals	SQA-36 Céréales	D2-531/36-2018E-PDF	D2-531/36-2018F-PDF
FQS-37 Flour and Mixes	SQA-37 Farines, mélanges pour gâteaux, pour crêpes et pour gaufres	D2-531/37-2018E-PDF	D2-531/37-2018F-PDF

### 3. Standards

All food must comply with, but not limited to the following standards and regulations:

- a) The Canadian Food and Drug Regulations
- b) Canadian Food Inspection Agency Inspection Standards
- c) Canada Agriculture Products Act
- d) Canada Sanitation Code, as it relates to delivery vehicles

### 4. Delivery

#### 4.1 Delivery Locations

The following locations are anticipated delivery points, however other locations may be required.

Facility Name	Civic Address	BLDG #
Curtis	118 Rafah Crescent	S-164
Vickers	179 Ortona Road	T-169
Officers Kitchen	32 Caem Circle	P-160



FS Cadre	25 Anson Road	S-149
R(C)SU Centre, CTC Blackdown	25 Command Road	BP-81
32 Service Battalion	DND Denison Buildings, 1 Yukon Lane Toronto, ON	

Deliveries must be made directly to the location detailed in the Call-up.

#### 4.2 Period of Delivery

- Deliveries must be made in accordance with the time and date indicated on the call-up document.
- Delivery must be made within seventy-two (72) hours from receipt of a Call-Up document.
- Emergency deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost.
- The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery

#### 4.3 Delivery Vehicle(s)

All goods must be delivered in vehicles which are clean, free of odours and free of any signs of rodent or insect activities.

The vehicle(s) utilized for the transportation must be considered as an extension of the company premises and as such the environment it presents must not put at risk the integrity of the food products.

#### 4.4 Delivery Slips

The Contractor must supply a delivery slip with each delivery. The delivery slip will be used to compare what was shipped, actual count of products shipped to the products ordered on the call-up to determine acceptance of order.

#### 4.5 Back Orders

Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer.

#### 4.6 Discontinued Product

All discontinued products must be reported to the Contracting Authority immediately. The Contractor must replace the discontinued product with a comparable one that is equal cost until the replacement product is agreed upon and approved.

#### 4.7 Substitutions

The Contractor must supply the products in the size quoted and outlined in the Basis of Payment. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Contractor must notify the Standing Offer Authority to obtain their acceptance of the replacement size and prepare an amendment to reflect the change.

If the Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted.

In the event that the Contractor is required to substitute an item in the Standing Offer with another item due to inventory shortages, the replacement item must match the specifications indicated in the Standing Offer and must be provided at the same unit price as the original item.

#### **4.8 Inspection and Acceptance**

Final inspection and acceptance of product(s) rests solely with the consignee at the point of delivery. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee has the right to reject products at the time of delivery and unacceptable product(s) must be removed immediately by the Offeror.

The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description.

The site authority will identify any discrepancies and/or short shipments of products at the time of delivery. The Contractor must issue a credit for all discrepancies and/or short shipments of products within seven (7) working days.

#### **4.9 Rejections**

Rejected items discovered after delivery must be picked up and replaced within one (1) working day of notification of the rejection.

Rejections also cover deliveries that are not completed in compliance with the delivery requirements under 4. Delivery.

#### **4.10 Packaging**

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

Items must be packaged to prevent cross-contamination. Like items by category are encouraged to be placed together and different categories must be separated. For example, raw meat must not be packaged together with fresh mushrooms if the Offeror holds more than one Standing Offer and is delivering different categories at the same time.

The offeror must use every effort to utilize environmentally friendly packaging.

### **5. Call-Ups**

#### **5.1 Acknowledgment of call-ups**

- a. The Offeror must not proceed without receipt of a duly completed and authorized call-up.
- b. The Offeror must acknowledge receipt of each call-up

#### **5.2 Minimum Call-Up**

There is no minimum call-up limit and no minimum shipment due to limited storage areas

### **6. Product Recall**

All products that are recalled by a manufacturer must be returned to the Contractor. The Contractor must notify the Project Authority on the call-up immediately of any product which is subject to a product recall by a manufacturer. The Contractor must pick-up the product recall within twenty-four (24) hours of the

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recall notice. The Contractor must offer a comparable substitute product at no additional expense or provide a credit note for reimbursement of the recalled product

## **7. Miscellaneous Items**

Miscellaneous items are items that are not specified in Annex B and are not required by the client on a regular basis.

Miscellaneous items will be paid in accordance with the % mark-up outlined in Annex B and the Offeror's regular, seasonal and sale catalogues or current published price lists in effect at the time of call-up.

The total amount of miscellaneous items incorporated on any call-up must not exceed 25% of the individual call-up total value (taxes included).

## **8. Greening**

The Contractor is responsible for determining if pallets are used. If pallets are used, the Offeror must have a pallet tracking system in place. The Contractor must ensure that the number of pallets delivered to a location is the same number returned monthly. The Offeror must maintain a record of the number of pallets delivered to and returned by for each delivery location on a monthly basis. A copy of this record must be provided to the Contracting Authority monthly. Any discrepancy with the quantities of pallets delivered and returned on the record will be forwarded to the Contractor in writing within thirty (30) days after the last delivery date of month.

Any plastic used to wrap the pallets must be recyclable.

Provide Polyethylene Terephthalate and High-density polyethylene plastic containers when available.

Deliveries should be made in hybrid vehicles if the Contractor has hybrid vehicles in their fleet

Contractor's facilities should use LED lighting

## **9. Price List Updates**

The pricing provided by the Offeror in Annex B is firm for the entire period of the Standing Offer, unless otherwise specified.

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## **ANNEX "B"**

### **BASIS OF PAYMENT**

**(Excel File Attached)**

Firm unit prices in Canadian funds including fuel costs, delivery costs, FOB Destination, transportation/storage costs, and any overhead costs. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable

#### **1. Standard Inventory Products**

Prices stated in Annex B are firm for the period of the Standing Offer.

The Offeror can provide new pricing in accordance with the pricing rebid frequency and terms and conditions provided in Annex B-1.

See Annex B - Appendix 1, Table 1: Standard Inventory Products

### **ANNEX B - Appendix 1**

**Note to Offerors:** *Annex B will be attached based on inputs of the Offeror's Annex E, Evaluation from the winning offer. Annex B, Basis of Payment will then be provided with any resulting Standing Offer.*

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## **ANNEX "B" – 1**

### **REBID**

The qualified offeror is given the opportunity to rebid their unit prices for any of the line items identified in Annex B for Option Period 1, Option Period 2 and Option Period 3.

All price rebids are due no later than the 20th day of the preceding month.

The Offeror must forward via email, electronic pricing in the format provided in their standing offer to the Standing Offer Authority.

Electronic pricing files shall be properly named and identify the vendor name and the applicable dates pricing applies. Example: Vendor Name Produce Prices DD-MM-YY to DD-MM-YY.

Prices must be provided in 5 decimal place format (example: \$2.99999 per kilogram).

Prices must include delivery to the locations specified in Annex A.

The Offeror is solely responsible for the delivery of the rebid. If a revised price list is not received by the Standing Offer Authority as per the rebid schedule, the current prices will be used.

Prices will be reviewed by Public Works and Government Services Canada (PWGSC). The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC.

Pricing from each Standing Offer holder will be re-evaluated based on their submitted rebid prices. Each line item will be evaluated separately and the lowest Firm UoM price for each line item will be awarded accordingly. New unit prices will be issued by the Standing Offer Authority to the Standing Offer holder(s) to reflect the resulting changes.

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## ANNEX "D"

### PWGSC-TPSGC 942 - Call-Up against a Standing Offer form

Clear Data - Effacer l'information



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

#### Call-up Against a Standing Offer

#### Commande subséquente à une offre à commandes

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security: The call-up includes security provisions.**

**Sécurité : La demande comprend des exigences en matière de sécurité.**

☐ NO NON ☐ YES OUI If YES, attach a SRCL to the call-up  
Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

☐ The detailed instructions in the standing offer  
Les instructions détaillées dans l'offre à commandes ☐ The address shown in the "Ship to" block  
L'adresse indiquée dans la case « Expédier à » ☐ Special instructions below  
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Financial Code(s) - Code financier(s)

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande  
Order. Off. - Bur. dem. YY - AA Serial No. - N° de série

Client Reference No. (optional)  
N° de référence du client (facultatif)

**The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.**  
**Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.**

Amendment No. / N° de modification Previous Value (\$) / Valeur précédente (\$) Value of increase or decrease (\$) / Valeur de l'augmentation ou diminution (\$) Total estimated expenditures or revised / Total des dépenses estimatives ou révisées

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)

Special Instructions - Instructions particulières

Total

For further information, call - Pour renseignements supplémentaires, contacter

Name - Nom

Telephone No. - N° de téléphone

Delivery required by - Livraison requise le  
(YYYY-MM-DD) (AAAA-MM-JJ)

For internal purposes only - Pour usage interne seulement

Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the Financial Administration Act, funds are available.  
En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Canada

PWGSC-TPSGC 942 (01/2014)

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Requisition No. - N° de demande				Client Reference No. (optional) N° de référence du client (facultatif)		Page of de	
Order. Off.	Bur. dem.	YY - AA	Serial No. - N° de série				
Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article			U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)



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## **ANNEX "E"**

### **FINANCIAL EVALUATION**

For evaluation purposes, a bid price analysis will be performed using firm case prices from Annex B - Basis of Payment and estimated quantities. The estimated quantities are used as a guideline for evaluation purposes and are not a guarantee of actual usage.

### **ANNEX E - Appendix 1**

See attached.

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## ANNEX "F"

### ADDITIONAL CERTIFICATIONS

#### 1. Board of Directors

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Suppliers are required to provide a list of their Board of Directors before Standing Offer issuance. Suppliers are requested to provide this information in their offer.

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

Director Name/Position - \_\_\_\_\_

#### 2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Suppliers are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at **Supplier Registration Information**. For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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## ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS

### ELECTRONIC PAYMENT INSTRUMENTS

*As indicated in Part 3, clause 3.1.1, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

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)