



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions Travaux  
publics et Services gouvernementaux Canada  
Victory Building / Édifice Victory  
Room 310 / pièce 310  
269 Main Street / 269 rue Main  
Winnipeg  
Manitoba  
R3C 1B3  
Bid Fax: (204) 983-0338

## Revision to a Request for a Standing Offer

## Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless  
otherwise indicated, all other terms and conditions of  
the Offer remain the same.

Ce document est par la présente révisé; sauf  
indication contraire, les modalités de l'offre demeurent  
les mêmes.

## 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/Travaux publics et Services  
gouvernementaux Canada  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

<b>Title - Sujet</b> Misc. Groceries - One-stop Shop		
<b>Solicitation No. - N° de l'invitation</b> W0127-17P021/A		<b>Date</b> 2020-05-26
<b>Client Reference No. - N° de référence du client</b> W0127-17P021		<b>Amendment No. - N° modif.</b> 003
<b>File No. - N° de dossier</b> STN-8-41005 (201)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAL-142-6776		
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale		2018-06-28
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-09-29</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT
<b>Address Enquiries to: - Adresser toutes questions à:</b> Marsland, Rina		<b>Buyer Id - Id de l'acheteur</b> stn201
<b>Telephone No. - N° de téléphone</b> (306) 241-5742 ( )		<b>FAX No. - N° de FAX</b> (306) 975-5397
<b>Delivery Required - Livraison exigée</b>		
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>		
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

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003  
File No. - N° du dossier  
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Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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This amendment is issued for **Solicitation Number W0127-17P021/A** to attach the updated solicitation documents for all upcoming rebid periods.

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

### **1.2 Summary**

- 1.2.1 Regional Individual Standing Offer for the supply, delivery and offloading of "One Stop Shopping" items for rations, such as dairy products, eggs, meat, fish, poultry, fresh and frozen products, juice, beverages, and miscellaneous groceries to the Department of National Defence, Edmonton Garrison, Edmonton, Alberta, Wainwright at Denwood, Alberta and 19 Wing Comox, BC, for use by Field Units, and Foreign Visiting Army Units, for deliveries within the geographical areas west of Thunder Bay, Ontario, including Manitoba, Saskatchewan, Alberta and British Columbia, including Vancouver Island, on an "as required" basis, for a one (1) year period, November 1, 2018 to October 31, 2019, plus two (2) additional one (1) year rebid periods, in accordance with the terms and conditions set out herein.

Historically 3 Canadian Division has received request for assistance (RFA) to support provincial government in disaster response in the following locations such as floods in Winnipeg Manitoba, Calgary and High River, Alberta and forest fires in Alberta and BC. It is DND's intent to have branch locations and outlets to respond to these main locations as an

emergency. An estimated 80% of deliveries will be made to Wainwright, Alberta to support various field training.

Personnel from the Canadian Forces will meet the Offeror's personnel at the specified points of delivery to receive the delivery.

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is subject to a preference for Canadian goods and/or services.
- 1.2.4 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation for offer submission. Offerors must refer to Part 2 of the RFSO entitled Instructions to offerors for further information."

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

### 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 Key Terms

**Refresh Period** – The Standing Offer holder is able to update the prices of the items listed in their standing offer. The SO supplier does not change. Prices that are updated will be subject to review and price support may be required. Items in each category will be reviewed individually. If price increase is greater than 10%, price support will be required. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

**Offerors will submit their refresh information directly to the PSPC Contracting Authority listed in the resulting Standing Offer**

**Rebid Period** – the standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation. The same evaluation criteria will be used at the time of the rebid period as is used in the original evaluation. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

**Offerors should submit the entire solicitation document for every rebid period as per the bid submission instructions in the solicitation documents.**

### 1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

## 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>) 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 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 90 days

The 2006 standard instructions is amended as follows:

- Section 5, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, for example in the case of epost Connect service, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Service Canada (PWGSC) in the RFSO or to the specified address in the RFSO."
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address and procurement business number, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- Section 6, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in the section entitled Delayed offers. For offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late offer will be deleted."
- Section 07, entitled Delayed offers, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity;"

- Section 8, entitled Transmission by facsimile, is deleted entirely and replaced with the following section:

"Transmission by facsimile or by epost Connect

1. Facsimile

- Unless specified otherwise in the RFSO, offers may be submitted by facsimile. The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO. The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.
- For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
  - receipt of garbled or incomplete offer;
  - availability or condition of the receiving facsimile equipment;
  - incompatibility between the sending and receiving equipment;
  - delay in transmission or receipt of the offer;
  - failure of the Offeror to properly identify the offer;
  - illegibility of an offer; or
  - security of offer data.
- An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.

2. ePost Connect

- Unless specified otherwise in the RFSO, offers may be submitted by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_sen\\_d\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_sen_d_a)).
- To submit an offer using epost Connect service, the Offeror must either:
  - send directly its offer only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- If the Offeror is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Offeror to transmit its offer afterward at any time prior to the RFSO closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access the message within the conversation, and the Offeror can reply to the email notification by transmitting its offer.



- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after RFSO closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is:  
[TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca).  
The RFSO number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
  - i. receipt of a garbled or incomplete offer;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of the offer;
  - vii. security of offer data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with the section entitled Submission of offers.

### 2.1.1 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products  
C0008T (2007-05-25) Price Support – Non-Competitive Bid (for refresh only)  
M0019T (2007-05-25) Firm Price and/or Rates

## 2.2 Submission of Offers

Offers **must** be submitted only to 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 Public Works and Government Services Canada  
The Victory Building  
Suite 310 - 269 Main Street  
Winnipeg, MB  
R3C 1B3

[ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca) (Bids/Offeres will not be accepted if emailed directly to this email address. This email is to initiate an ePost conversation, as detailed in the Standard Instructions at Article 2.1).

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CAL142  
CCC No./N° CCC - FMS No./N° VME

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Facsimile: **(204) 983-0338**

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

[WST.CAL-Food@pwgsc-tpsgc.gc.ca](mailto:WST.CAL-Food@pwgsc-tpsgc.gc.ca)

## **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.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications  
Section IV: Additional Information

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

Section I: Technical Offer (1 hard copy)  
Section II: Financial Offer (1 hard copy)  
Section III: Certifications (1 hard copy)  
Section IV: Additional Information (1 hard copy)

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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

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

#### Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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## **Section II: Financial Offer**

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

### **Annex C – Basis of Payment (Excel file)**

The Offerors will complete the List of Products using the Excel file and make sure that it has been properly filled out and contains all required information, **including any conversions** required to the requested formats.

That list, once printed, **will be submitted** as a hard (paper) copy with the other required documents, by facsimile or mail by the date, time and place indicated on page 1 of the Request for Standing Offer. **In addition**, a soft (electronic) copy **must** be sent by e-mail to: **WST.CAL-FOOD@pwgsc-tpsgc.gc.ca** **also by the date and time indicated on Page One of the Request for Standing Offer.**

Offerors must submit firm prices for **90% of all items per category** listed in Annex "C". Offerors may submit pricing for one or more of the categories.

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

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

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

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

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

C3011T (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications**

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

## **Section IV: Additional Information – Price List**

Offerors must provide their Current Cost Catalogue or Published Price List when requested to do so.

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

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.
- (d) Canada will use the Phased Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 (2017-11-03) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a

box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada,



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except in circumstances and on terms expressly provided for in the CAR.

- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.



- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### 4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

### 4.1.2 Technical Evaluation

#### 4.1.2.1 Mandatory Technical Criteria

- a) By submitting an offer, the Offeror certifies that they are able to meet the requirements as specified in Annex A – Requirement.
- b) Offeror must prove that they are able to meet all of the mandatory criteria outlined in Annex “B” – Compliance Matrix.
- c) Offeror must be found responsive on at least 90% of the items in each individual food category in order to be given further consideration. Offers that do not meet this threshold of compliance will be deemed non-responsive. In order for an offered line item to be deemed responsive the following criteria must all be met:

##### i) Offered Pack Size:

The Offeror must provide either the requested pack size as outlined in Annex C – Basis of Payment excel spreadsheet or another acceptable variance. Offered pack sizes that vary less than +/- 10% from the requested format (i.e., both the size of the individual item and the overall weight/volume/count for the case) are acceptable by default.

In the event that a bidder cannot provide an item in a package size that falls within +/- 10% of that requested they may propose their closest alternate for consideration. Acceptance of said alternate is at the sole discretion of the Client. **Items that are offered in a pack size that varies more than +/- 10% of the requested format and that are deemed unacceptable by the Client will be considered non-compliant and will count against the 90% response rate.** Bidders have the option to contact the Standing Offer Authority identified in this document no later than seven (7) calendar days prior to the solicitation closing date with any alternatives pack size for consideration and preapproval should they wish.

- d) Offeror must provide a minimum of three (3) weekday deliveries between Mondays and Fridays **ONLY**.
- e) The Phased Bid Compliance Process will apply to all mandatory technical criteria.

## 4.1.2 Financial Evaluation

### 4.1.2.1 Mandatory Financial Criteria

The Offeror **must** complete and submit with its offer, Annex C - Basis of Payment (Excel File). Offerors must submit firm prices for **90% of all items per category** listed in Annex C. Offerors may submit pricing for one or more of the categories. Bids will be evaluated on like items only.

Offeror is requested to provide pricing as per unit of issue requested. **It is the responsibility of the Offeror to provide conversion to the unit of issue requested.**

For example: if an item of issue requested is in weight, and the offered item is in volume or unit, the Offeror **must** provide conversion to weight.

RESPONSIVE		NON-RESPONSIVE	
Requested Format	Offered Format	Requested Format	Offered Format
KG, LBS, g	KG, LBS, g	KG, LBS, g	L, ML, OZ, CT, EA, PT
L, ML	L, ML	L, ML	KG, LBS, g, OZ, CT, EA, PT
OZ	OZ	OZ	KG, LBS, g, L, ML, CT, EA, PT
Count (CT), Each (EA)	CT, EA	CT, EA	KG, LBS, g, L, ML, OZ, PT
Pint (PT)	PT	PT	KG, LBS, g, L, ML, OZ, CT, EA,

**Failure to do so may render the bid non-responsive without further consideration.**

The price of the offer will be evaluated in Canadian dollars, Applicable taxes are excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges. Canadian customs duties and excise taxes included. Additional surcharges will not be accepted.

The financial evaluation will be limited to the line items that are evaluable between all responsive bidders. The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

- 1) For each line item to be evaluated in Annex "C" Basis of Payment – Product List (Excel Spreadsheet) the Offeror's case price will be divided by the contents to determine a price per unit of measure. This price per unit will then be multiplied by the estimated number of units required for the year (determined by multiplying the number of units in a "Requested Format" case by the number of cases listed in the "Total Estimated Annual Usage" column for the line item). The resulting value will become the evaluated total for the line item. The sum of the evaluated totals for the line items will be determined by adding all of the values together to determine the total aggregate price of the offer.

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

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W0127-17P021/A  
Client Ref. No. - N° de réf. du client  
W0127-17P021

Amd. No. - N° de la modif.  
003  
File No. - N° du dossier  
CAL-8-41005

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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evaluation.

#### **4.1.2.2 Evaluation of Price**

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

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

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

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

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

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

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

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers for items with a certification that the item(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 item(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

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

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**5.1.2.1.1** SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

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

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

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

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), 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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

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

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

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 "E". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

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

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

The period for making call-ups against the Standing Offer is from 01 November, 2018 to 01 November, 2019.

There will be one (1) rebid period at the end of year one and one (1) rebid period at the end of year two.

#### **6.4.2 Delivery Points**

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

### **6.5 Authorities**

#### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Rina Marsland  
Procurement Specialist  
Public Works and Government Services Canada

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W0127-17P021

Amd. No. - N° de la modif.  
003  
File No. - N° du dossier  
CAL-8-41005

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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Procurement Branch – Western Region  
101 22<sup>nd</sup> St E, Suite 110  
Saskatoon, SK S7K 0E1

Telephone: 306-241-5742  
Facsimile: 306-975-5397  
E-mail address: rina.marsland@pwgsc-tpsgc.gc.ca

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

### **6.5.2 Project Authority**

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

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

### **6.5.3 Offeror's Representative**

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: 3rd Canadian Division (3 Cdn Div) personnel.

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## 6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

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

or

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

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 50,000.00 (Applicable Taxes included).

## 6.9 Minimum Individual Call-up

Individual call-ups against the Standing Offer must total a minimum of \$500.00 (Applicable Taxes included).

## 6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ to be determined (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer,



whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **6.11 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 (2016-04-04) General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2016-04-04), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Compliance Matrix,
- g) Annex C, Basis of Payment;
- h) Annex E, Standing Offer Usage Report;
- i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

#### **6.12 Certifications and Additional Information**

##### **6.12.1 Compliance**

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

##### **6.12.2 SACC Manual Clauses**

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

#### **6.13 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.

## **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 Statement of 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 (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2016-04-04), General Conditions – Goods (Medium Complexity) will not apply to payments made by credit cards.

### **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 prices as specified in Annex “C” for the cost specified in the call-up against the standing Offer. Customs duties are included and Applicable Taxes are extra.

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

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

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

#### **6.4.3 Single Payment**

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

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

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

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

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

#### **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.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the consignee.

#### **6.6 Insurance Requirements**

*SACC Manual* clause G1005C (2016-01-28) Insurance

#### **6.7 SACC Manual Clauses**

A9068C (2010-01-11), Government Site Regulations  
B2005C (2007-05-25), Fish – Quality Stamping  
B3003C (2007-05-25), Grades of Meat  
B7500C (2006-06-16), Excess Goods  
C3601C (2010-01-11), Price Adjustments – Milk  
C3602C (2008-05-12), Price Adjustment – Butter  
D0014C (2007-11-30), Delivery of Fresh, Chilled or Frozen Products  
D0018C (2007-11-30), Delivery and Unloading  
D3004C (2007-11-30), Type of Transport  
D3007C (2007-11-30), Inspection and Stamping  
D5311C (2007-11-30), Right of Access and Inspection of Meat

#### **6.8 Inspection and Acceptance**

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

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## ANNEX "A"

### STATEMENT OF REQUIREMENT

#### BACKGROUND INFORMATION.

3rd Canadian Division (3 Cdn Div) is one of four operational commands of the Canadian Army. This command is responsible for all Canadian Army administration and operations in western Canada from the Pacific Ocean to Thunder Bay, Ontario and is headquartered at 3rd Canadian Division Support Base Edmonton, Alberta.

Under the 3 Cdn Div command are approximately 5,400 Regular Force soldiers, 4,800 Reserve Force soldiers, 1,400 DND civilian employees, and 900 Canadian Rangers.

The area of responsibility (AOR) for 3 Cdn Div span over five (5) provinces, west of Thunder Bay, On, Saskatchewan, Manitoba, Alberta and BC including Vancouver Island.

3 Cdn Div requires a Regional Individual Standing Offer (RISO) for miscellaneous groceries to support 3 Cdn Div in their training exercises and emergency responses to all regions listed above with an estimated 80 percent of deliveries to be at Wainwright AB and an estimated 20 percent with remainder of deliveries made to remote locations for emergency situations that span over Thunder Bay, On to Vancouver Island, BC.

#### REQUIREMENT

Regional Individual Standing Offer for the supply, delivery and offloading of "One Stop Shopping" items for rations, such as dairy products, eggs, meat, fish, poultry, fresh and frozen products, juice, beverages, and miscellaneous groceries to the Department of National Defence, Edmonton Garrison, Edmonton, Alberta, Wainwright at Denwood, Alberta and 19 Wing Comox, BC, for use by Field Units, and Foreign Visiting Army Units, for deliveries within the geographical areas west of Thunder Bay, Ontario, including Manitoba, Saskatchewan, Alberta and British Columbia, including Vancouver Island, on an "as required" basis, for a one (1) year period, November 1, 2018 to October 31, 2019, plus two (2) additional one (1) year rebid periods, in accordance with the terms and conditions set out herein.

An estimated 80% of deliveries will be made to Wainwright, Alberta to support various field training.

Historically 3 Canadian Division has received request for assistance (RFA) to support provincial government in disaster response in the following locations such as floods in Winnipeg Manitoba, Calgary and High River, Alberta and forest fires in Alberta and BC. It is DND's intent to have branch locations and outlets to respond to these main locations as an emergency.

Personnel from the Canadian Forces will meet the Offeror's personnel at the specified points of delivery to receive the delivery.

Three or more shipments of products that fail to meet the requirements set out herein may result in no further orders being placed and the Standing Offer may be set aside.

**Refresh Period** – The Standing Offer holder is able to update the prices of the items listed in their standing offer. The SO supplier does not change.

- Prices that are updated will be subject to review and price support may be required. Items in each category will be reviewed individually.

- If price increase is greater than 10%, price support will be required. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

**Offerors will submit their refresh information directly to the PSPC Contracting Authority listed in the resulting Standing Offer**

The refresh periods are as follows:

- 1) Miscellaneous Grocery – no refresh required;
- 2) Dairy Products – no refresh, price adjustments, as applicable;
- 3) Fresh Bread – no refresh required;
- 4) Meats –quarterly refreshes;
- 5) Fresh Produce – monthly refreshes.

**Rebid Period** – the standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation.

- The same evaluation criteria will be used at the time of the rebid period as is used in the original evaluation. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

**Offerors should submit the entire solicitation document for every rebid period as per the bid submission instructions in the solicitation documents.**

Refer to Annex "C" Working Documents – Basis of Payment for the rebid schedule.

**QUALITY STANDARDS REQUIREMENTS:**

(a) All products must adhere to the following Acts and their regulations:

- \_ Agriculture & Agri-Foods Administrative Monetary Penalty Act
- \_ Canada Agriculture Products Act
- \_ Canadian Food Agency Inspection Act
- \_ Consumer Packaging and Labelling Act (as it relates to food)
- \_ Food and Drug Act (as it relates to food)
- \_ Fish Inspection Act
- \_ Meat Inspection Act

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

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

(c) "Generic" or "No Name" products will not be accepted unless approved prior to shipping. Where a National Brand Name has been specified, Offeror will provide that product and pack size as requested unless a substitute has been approved.

(d) "Canada Choice" is the minimum acceptable grade for products falling under the grading guideline.

(e) Only Federally inspected meat will be accepted. No second handling of meat will be allowed.

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Handling, packaging and labelling of meat, poultry and fish must be in accordance with FQS Specification FQS's 2, 3, 4, 5, 6, 7 & 9 current editions.

(f) Grade "AA" is the minimum grade for all red meat products. Grade A will be an acceptable grade for poultry products and any other products unless otherwise specified.

(g) Any repackaged cartons, boxes, bags, or crates of individual products must contain like items and must not be mixed with any other products. No substitute on the packaging, containers or sizes including case quantities will be accepted unless approved prior to shipping.

## **RED MEAT PRODUCTS**

Red meat products must be shipped in the original carton from the manufacturing facility. All red meat products must have been processed from cattle under thirty (30) months in age.

## **TRANSPORTATION - MEAT**

Transportation will be in accordance with the Department of National Defence Code of Practices for the Transportation of Meat attached as Attachment No. 1 to Annex "A".

## **DND ORDERING RESPONSIBILITIES:**

All orders will be placed a minimum of four (4) days prior to the expected delivery day by the designated Field Unit representatives by telephone, fax, e-mail, or hard copy.

A window of forty-eight (48) hours prior to a scheduled delivery is required to make minor changes to the original order. Once a food order has been placed with the Offeror, the requesting Field Unit representatives may cancel an order with three (3) days' notice of a food delivery. Acceptance of cancellation of an order with less than three (3) days' notice will be at the discretion of the Offeror.

## **FOOD DELIVERIES:**

Deliveries and off-loading are to be made direct to a specified location on an "as required" basis, at or about 11:00 hours, on the delivery days agreed upon between the Offeror and the Field Unit Food Services Representative.

The requesting Field Unit reserves the right to make changes to the delivery schedule due to operational requirements. Any changes to the delivery schedule will be made to the Offeror, in writing, no less than three (3) working days in advance.

Department of National Defence personnel or their designated representative will meet the Offeror's personnel at the specified points of delivery, to receive the food order. Should the Offeror be unable to provide delivery to the designated locations, due to circumstances beyond its control, the Field Unit requesting the food and the Offeror shall agree on the nearest practical point where the goods can be delivered. If and when the Offeror's vehicles require military escort, the Field Unit requesting food must be notified by the Offeror no less than forty-eight (48) hours prior to delivery. Delivery, off-loading and fuel charges are to be included in the cost of food, and must not be invoiced separately.

## **ORDER CONFIRMATION OF AVAILABILITY**

No substitute on products or grades requested will be accepted unless authorized by the designated Field Unit Food Services Representative.

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The availability of all items and confirmed receipt of the order must be made by 14:00 hrs. (2:00 p.m.) of the following day of the order being placed. Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Field Unit Food Services representative and is the only authority that can approve substitutions.

#### **REJECTS AND SHORTFALLS:**

The Offeror agrees, upon notification of rejects or shortages, to replace all shorted and rejected items within one (1) working day unless other arrangements have been made with the designated

Food Services Representative for these items. Delivery costs incurred to replace these items will be at the Offeror's expense. Items that are unavailable for delivery within the 24 hour time frame will not be backordered by the Offeror, unless prior written approval from the Field Unit Food Services representative is received.

#### **DISCREPANCIES AND SUBSTITUTIONS:**

Food item substitutions will not be accepted without the verbal or written approval of the Field Unit Food Services Representative. All discrepancies in the delivery of products different from those ordered shall be recorded on the bill of lading invoice. All food item substitutions shall be clearly identified on the invoice.

#### **PRODUCTS 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.

#### **QUALITY ASSURANCE:**

All products must be of recent production and have the latest production date available, the shelf life or best before date must be clearly indicated in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

The Canadian General Standards Board Specifications, most current edition, will be used as a reference for quality control.

Final inspection and acceptance of delivery will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, dirt, or damage by rodents or insects.

The Consignee shall have the right to reject products at the time of delivery and the Offeror will Remove unacceptable products immediately. DND representatives may perform quality assurance inspections at  
The Offeror's facilities as required.

#### **PALLETIZING:**

All food items must be shipped to the specified delivery point on shrunk or stretch wrapped pallets not higher than 180 cm. in height. Orders must be separated by individual units and clearly identified with the name of the requesting unit on at least two (2) sides. Food items are to be palletized in segregated commodities of Chilled, Frozen and Dry Goods. Food items are to be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet. Pallets are to be loaded in such a way as to allow easy access for off-loading with forklifts.

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The Offeror agrees not to load pallets in a cinder box fashion. The Offeror is responsible for offloading all food items.

#### **FOOD LISTS:**

The Offeror must have the capability of providing a printed hard copy order form of the itemized food list, including description, pack size, catalogue ID number (Product Code), unit and unit price. The format used to identify and price food items on the order form, shall be identical to the information that appears on the Offeror's shipping notice/bill of lading.

#### **BRANCH LOCATIONS AND OUTLETS:**

The Offeror is to provide a complete list of Branch locations, outlets, contact names and contact information, including telephone, e-mail and facsimile, for use by field units to process food orders and will have the ability to provide coverage within the geographical areas west of Thunder Bay, Ontario, including Manitoba, Saskatchewan, Alberta and British Columbia, including Vancouver Island.

### **ATTACHMENT NO. 1 TO ANNEX "A"**

#### **MEAT CODE OF PRACTICE**

#### **FOR THE TRANSPORTATION OF MEAT PRODUCTS**

1. The vehicles utilized for the transportation of meat products must be considered as an extension of the plant premises. As such, it is important that the environment it presents does not put at risk the integrity of the meat products contained therein. The vehicle must act as the interim storage facility from the plant to point of destination.
2. The construction, maintenance, sanitation and refrigeration standards, in addition to handling practices must equate as closely as is reasonably possible, to the standards required of a well operated meat processing establishment.
3. Competent regulatory personnel should be required to monitor this aspect of the meat processing chain and further, should be empowered to deny the use of unsatisfactory vehicles and to put under detention, pending further action, meat products transported in unsatisfactory vehicles or which have subject to abuse, i.e. defrosting, contamination, etc. during transportation.

#### **CODE OF PRACTICE**

1. Construction: The meat food component of the vehicle, in addition to the balance of the vehicle, shall be so designed and constructed of such materials that will afford adequate protection to the type of meat product being transported therein.
2. Maintenance: Such equipment must be maintained structurally so as to preclude the contamination of a meat product by unwanted, extraneous material such as dust, debris, insects, etc.
3. Sanitation: The equipment must be subject to such cleaning and sanitation procedures as will assure an environment that will preclude the exposure of meat products to elements and factors



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hostile to the integrity of the product.

4. Temperature: Temperature control mechanisms must be in place and be demonstrated as effective for their intended purpose. Refrigeration temperatures are required as follows:

- a. Frozen Meat Products: An ambient temperature of the meat food carrying component must be such that it assures that the product will not be subjected to defrosting, keeping in mind the external temperature and the length of time that product will be in transit.
- b. Fresh Meat Products: An ambient temperature of the meat food carrying component of the vehicle must be such that it assures that the product will not be subjected to the insult of the growth of disease producing bacteria or the lessening of product quality.
- c. Transfer Depots: Clean and sanitary facilities must be provided where meat food products are transferred from one vehicle to another. The product must be protected from unwanted external influences such as weather, dust, flies, etc. Refrigerated storage facilities must be available where product is off-loaded and awaiting transfer to another vehicle. The equipment must provide temperatures that will meet the intent as set out in 4a and 4b.

5. Shipper's Responsibilities: It shall be the responsibility of the shipper to assure that:

- a. Meat food products are kept at correct refrigeration temperatures preparatory to loading on the vehicle for shipping.
- b. Meat products are adequately wrapped or packaged against external contamination influences. Quarters and sides that are hung may be exempted if the balance of the cargo does not put them at risk.
- c. Meat food products are not loaded on a vehicle that, by its condition or lack of sanitation or by the cargo contained therein, would put a meat food product at risk.
- d. Where deficiencies are noted as in 5c, said deficiencies will be reported to the regulatory authority having jurisdiction for such matters.

6. Carrier's Responsibilities: It is the responsibility of the carrier to assure that:

- a. The carrier's vehicle meets the guidelines as set out under the items covered under construction, maintenance, sanitation and temperatures.
- b. The meat food products carried on the vehicle are protected during transit from other cargoes that may be carried at the same time.
- c. The carrier's employees are provided with and utilize clean clothing when handling unwrapped meat food products.
- d. The carrier's employees engaged in the transportation, handling and offloading of meat products are adequately trained and assume their responsibilities in the sanitary handling of such products.
- e. Meat food products not adequately refrigerated, wrapped or packaged be refused as cargo.

f. Where deficiencies are noted, as in 6e, said deficiencies are to be reported to the regulatory authority having jurisdiction for such matters.

7. Prohibition: Fresh and frozen meat food products must not be carried in vehicles utilized in the transportation of live animals, pesticides, herbicides, or other toxic materials.

## **PARTIAL LIST - CANADIAN FORCES FOOD QUALITY SPECIFICATIONS:**

### **ATTACHMENT NO. 2 TO ANNEX "A"**

#### **PRODUCTS TO COMPLY WITH CANADIAN FORCES FQS:**

FQS- 1 Eggs and Egg Products  
FQS- 2 Beef  
FQS- 3 Veal  
FQS- 4 Pork  
FQS- 5 Lamb  
FQS- 6 Poultry  
FQS- 7 Variety Meat and Offals  
FQS- 8  
FQS- 9 Fish and Seafood  
FQS-10 Fresh Fruit  
FQS-11 Fresh Vegetables  
FQS-12 Frozen Fruits  
FQS-13 Frozen Vegetables  
FQS-14 Canned Fruits  
FQS-15 Canned Vegetables  
FQS-16 Dried Fruits  
FQS-17 Dehydrated Vegetables  
FQS-18 Milk and Dairy Products  
FQS-19 Cheese  
FQS-20  
FQS-21 Pasta and Noodles  
FQS-22 Rice  
FQS-23 Legumes  
FQS-24  
FQS-25 Shortenings, Fat and Oil  
FQS-26 Butter and Margarine  
FQS-27 Sugars and Preserves  
FQS-28 Coffee and Tea  
FQS-29 Ice Cream and Sorbets (Sherbets)  
FQS-30 Pie Fillings and Pie Fruits  
FQS-31 Herbs and Spices  
FQS-32  
FQS-33 Condiments and Condiment Sauces  
FQS-34 Bread and Baked Products  
FQS-35 Fruit Juices  
FQS-36 Cereal  
FQS-37 Flour and Cake, Pancake and Waffle Mixes  
FQS-38

## ANNEX "B"

### COMPLIANCE MATRIX

#### COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

A complete list of the minimum mandatory performance specifications are detailed below in the "Compliance Matrix". Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
6. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

#### COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

Item #	Performance Specification	Status (M) Mandatory (D) Desirable*	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder should indicate how they meet the performance specification by recording this	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.

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				information in this column	
1.0	Location Requirements				
	The offeror must be able to provide delivery service to remote locations, upon request, in the following provinces:				
	(a) British Columbia (including Vancouver Island)	(M)			
	(b) Alberta	(M)			
	(c) Saskatchewan	(M)			
	(d) Manitoba	(M)			
	(e) Ontario	(D)			
2.0	Response time:				
	The offeror must provide a minimum response time of <b>96</b> hours for regular shipments from time of call-up.  For emergency situations, the offeror must provide a minimum response time of <b>48</b> hours from time of call-up.	(M)			

\*note that desirables will not form part of the evaluation

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**ANNEX "C"**

**WORKING DOCUMENTS - BASIS OF PAYMENT**

Period of Standing Offer: November 1, 2018 to October 31, 2019, plus two (2) additional one (1) year rebid periods.

The unit prices must be in accordance with the Offeror's published price list in effect at time of call-up, and include all ecology charges and deposits, where applicable, and the appropriate discount or mark-up, in accordance with the pricing formula indicated below. The unit prices are FOB destination and include delivery, off-loading, fuel charges or G.S.T. / H.S.T.

**Rebidding Schedule**

Period of Standing Offer:

Period	Bid closing date:
Period 1 – from 01 November, 2018 to 31 October, 2019	26 July, 2018
Period 2 – from 01 November, 2019 to 31 October, 2020	01 October, 2019
Period 3 – from 01 November, 2020 to 31 October, 2021.	01 October, 2020

**Special Offers:**

In addition to the prices established in Annex D, the supplier can offer special discounts, such as year end sales, production surplus, special sales and promotions, etc., as long as the cost is lower than the prices listed in Annex D.

**Charges for Lost or Damaged Goods:**

The Call-Up Authority will reimburse the Offeror for all lost or damaged milk crates, bread racks and serialized pallets at the end of the Standing Offer period. The Offeror will provide the Call-Up Authority with a count of all crates, racks and pallets at the time of each delivery. The Call-Up Authority will provide the Offeror with a count of all returns. The Field and Foreign Visiting Units responsible for the loss or damage to these items will be invoiced separately over and above the cost of the food as follows:

1. Firm \$ \_\_\_\_\_ per serialized pallet (considered to be \$0.00 if not completed)
2. Firm \$ \_\_\_\_\_ per milk crate (considered to be \$0.00 if not completed)
3. Firm \$ \_\_\_\_\_ per bread rack (considered to be \$0.00 if not completed)

All branch locations and outlets are to use the same pricing formula as indicated above.

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## ANNEX "D"

### FINANCIAL EVALUATION

#### (For evaluation purposes only)

Please see attached Excel file - entitled - Annex "C", Financial Evaluation (for evaluation purposes only).

Offeror's must complete pricing for a minimum of 80% of all line items contained in the attached excel file and ensure that the document has been properly completed and contains all required information.

Unit prices shall be in accordance with the Offeror's published price list in effect on Monday, **September 21, 2018**, include all ecology charges and deposits, where applicable, and the appropriate discount or mark-up in accordance with the pricing formula indicated in Annex "C". The unit prices are FOB destination and include freight and / or delivery charges or G.S.T. / H.S.T.

Estimated usage provided in the Excel File, entitled Annex "C", Financial Evaluation, is for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage's expected or any commitment on part of the Crown.

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**ANNEX "E"**

**STANDING OFFER USAGE REPORT**

**INSTRUCTIONS FOR SUBMISSION OF STANDING OFFER USAGE DATA**

Please e-mail the usage information, for Standing Offer W0127-14P023, for Department of National Defence, to the following address: [WST-PA-CAL@pwgsc-tpsgc.gc.ca](mailto:WST-PA-CAL@pwgsc-tpsgc.gc.ca).

Please use the Standing Offer number in the Subject line and clearly indicate:

The standing offer number for which the data is submitted;  
The period for which the data has been accumulated (start date to end date);  
The Department with whom the standing offer was arranged;  
The start date and end date for the standing offer; and  
The total spend to date, by government department. (Add lines as necessary)

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	October 15
October 1 to December 31	January 15

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

<b>Supplier Name:</b>		<b>Standing Offer Name:</b>	
<b>Standing Offer Number:</b>	W0127-17P021	<b>Reporting Period:</b>	
<b>Standing Offer Authority:</b>	Luke Blake		

Call-up number	Dollar Value (Taxes included)
(A) Total Dollar Value Call-up for this reporting period:	
(B)	

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## **ANNEX “F” to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);