



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

Title - Sujet Miscellaneous Groceries	
Solicitation No. - N° de l'invitation W0117-200022/A	Date 2020-10-15
Client Reference No. - N° de référence du client W0117-200022	GETS Ref. No. - N° de réf. de SEAG PW-\$STN-201-5370
File No. - N° de dossier STN-0-43047 (201)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-11-10	
Time Zone Fuseau horaire Central Standard Time CST	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Marsland, Rina	Buyer Id - Id de l'acheteur stn201
Telephone No. - N° de téléphone (306)241-5742 ()	FAX No. - N° de FAX (306)975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 17 MSS FOODS, BLDG 61 715 WIHURI ROAD WINNIPEG Manitoba R3J3Y5 Canada	
Security - Sécurité 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

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes

1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC), on behalf of Department of National Defence, 17 Wing Winnipeg, has a requirement for the supply and delivery of miscellaneous groceries on an as and when requested basis.
- 1.2.2 The Standing Offer holder and any other interested suppliers will be given the opportunity to rebid on a semi-annual basis as outlined in Annex B.
- 1.2.3 The periods of the Standing Offers are
 - Period A: December 1, 2020 to June 30, 2021 and
 - Period B: July 1, 2021 to November 30, 2021.

**Period B will be rebid for the period of June 1, 2021 to November 30, 2021 as laid out in the solicitation documents.*
- 1.2.4 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO

entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Debriefings

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

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

PWGSC Western Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:
roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca

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

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

Offerors shall submit their electronic (Excel) copy of their financial offer with their Epost Connect offer.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

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.

4.1.1 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

- i. The Offeror must submit with its offer, pricing in accordance with Annex B – Basis of Payment, in Canadian Funds. Pricing must be provided for **90% of the line items**. Offers that do not meet this threshold of compliance will be deemed non-responsive, and given no further consideration. Offers will be evaluated on like items only.
- ii. Offerors are requested to provide pricing as per the unit of measure requested. For example: if an item of measure requested is in weight, and the offered item is in volume or unit, the Offeror **must** provide conversion to weight. It is the responsibility of the Offeror to provide this conversion. Failure to do so may render the offer non-responsive.
- iii. The Offeror must provide a maximum mark-up percentage for Miscellaneous Item Orders. If left blank an amount of 0% will be assumed and used in any resultant standing offer;
- iv. Offers will be evaluated based on prices detailed in Annex B – Basis of Payment;
- v. The Financial Evaluation will take place as follows:

For each line item to be evaluated in Annex B 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 a six month period (determined by multiplying the number of units in a "Requested Format" case by the number of cases listed in the "Total Estimated six month 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 evaluation, which may affect the number of line items bid on in the requirement.

vi. **Rebid**

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

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- b. Offerors should submit the entire solicitation document as this is an open, competitive process, and the evaluation will be completed as it was in the first solicitation closing.
- c. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

4.1.2.1 Evaluation of Price

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications 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.

5.2 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/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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5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Board of Directors Certification

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "E" Additional Certification Information 1. Board of Directors.

5.2.3.2 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "E" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled Standing Offer Usage Reporting Form. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 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 periods for making call-ups against the Standing Offer are:

Period A: December 1, 2020 to May 31, 2021 and
Period B: June 1, 2021 to November 30, 2021.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Appendix 1 to 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
Procurement Branch – Western Region
101 22nd 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: _____
Address: _____

Telephone: ____ - ____ - ____
E-mail address: _____

6.6 Identified Users

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

Department of National Defence, 17 Wing, Winnipeg

6.7 Call-up Instrument

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

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

or

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

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$10,000.00** (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](#) (2020-05-28), General Conditions: Goods (Medium complexity)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reporting Form;
- h) Annex D, Supplier Quality Assurance, Notification of Rejection/Discrepancy;
- 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 Manitoba.

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](#) (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract

TO BE DETERMINED

Section 16, Interest on Overdue Accounts, of [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

The periods of the contracts are:

Period A – December 1, 2020 to May 31, 2021, and

Period B - June 1, 2021 to November 30, 2021.

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex B and identified in the Call-up. Customs duties are included and Applicable Taxes are extra.

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

6.4.2 Limitation of Price

SACC Manual clause [C6000C](#) (2008-05-12) 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

TO BE DETERMINED

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.
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.

6.6 Insurance

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

6.7 SACC Manual Clauses

[A9062C](#) (2010-01-11) Canadian Forces Site Regulations
[D3007C](#) (2007-11-30) Inspection and Stamping
[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

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 Requirement 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.

6.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX " A "
REQUIREMENT

1. Requirement

Public Works and Government Services Canada (PWGSC), on behalf of Department of National Defence, 17 Wing Winnipeg, has a requirement for the supply and delivery of miscellaneous groceries on an as and when requested basis.

2. Food Quality Specifications

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

FQS # & Description	Catalogue # English
FQS-07 Variety Meats	D2-531/07-2018E-PDF
FQS-08 Prepared Meat and Meat by Products	D2-531/08-2018E-PDF
FQS-12 Frozen Fruit	D2-531/12-2018E-PDF
FQS-13 Frozen Vegetables	D2-531/13-2018E-PDF
FQS-14 Canned Fruit	D2-531/14-2018E-PDF
FQS-15 Canned Vegetables	D2-531/15-2018E-PDF
FQS-16 Dried Fruit	D2-531/16-2018E-PDF
FQS-17 Dehydrated Vegetables	D2-531/17-2018E-PDF
FQS-18 Milk and Milk Products	D2-531/18-2018E-PDF
FQS-20 Misc Groceries	D2-531/20-2018E-PDF
FQS-21 Pasta	D2-531/21-2018E-PDF
FQS-22 Rice	D2-531/22-2018E-PDF
FQS-23 Legumes	D2-531/23-2018E-PDF
FQS-24 Grains	D2-531/24-2018E-PDF
FQS-25 Shortenings, Fats and Oils	D2-531/25-2018E-PDF
FQS-27 Sugar and Preserves	D2-531/27-2018E-PDF

FQS-28 Coffee and Tea	D2-531/28-2018E-PDF
FQS-30 Pie Fillings and Pie Fruits	D2-531/30-2018E-PDF
FQS-31 Herbs, Spices and Seasonings	D2-531/31-2018E-PDF
FQS-32 Soups, Sauces and Gravies	D2-531/32-2018E-PDF
FQS-33 Condiments and Condiment Sauces	D2-531/33-2018E-PDF
FQS-35 Fruit Juice	D2-531/35-2018E-PDF
FQS-36 Cereals	D2-531/36-2018E-PDF
FQS-37 Flour and Mixes	D2-531/37-2018E-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

4.2 Delivery Locations

4.2.2 The locations identified in Appendix 1 to Annex A are anticipated delivery points, however other locations may be required;

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

4.3 Period of Delivery

4.3.1 Deliveries must be made in accordance with the time and date indicated on the call-up document;

4.3.2 Delivery must be made within seventy-two (72) hours from receipt of a Call-Up document;

4.3.3 Emergency deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost;

4.3.4 The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery;

4.3.5 Deliveries for Miscellaneous Items must be made within 7 calendar days. This time frame has been established as a general timeframe for all non-stocked items. Government departments must contact their suppliers in advance in order to determine if the lead time of 7 days can be met. If not, the Contractor must contact the client department to identify the most realistic time frame and provide a reason for the delay.

4.4 Delivery Vehicle(s)

- 4.4.1 All goods must be delivered in vehicles which are clean, free of odours and free of any signs of rodent or insect activities;
- 4.4.2 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.

4.5 Delivery Slips

- 4.5.1 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.

4.6 Back Orders

- 4.6.1 Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer;
- 4.6.2 Items must not be short shipped when the entire quantity ordered is not available. All items ordered must be processed on a fill or kill basis.

4.7 Discontinued Product

- 4.7.1 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. The replacement produce must be approved by the Project Authority and Contracting Authority.

4.8 Substitutions

- 4.8.1 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;
- 4.8.2 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.

4.9 Inspection and Acceptance

- 4.9.1 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;
- 4.9.2 The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description;
- 4.9.3 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.

4.10 Rejections

- 4.10.1 Rejected items discovered after delivery must be picked up and replaced within one (1) working day of notification of the rejection;
- 4.10.2 Rejections also cover deliveries that are not completed in compliance with the delivery requirements under 4. Delivery.

4.11 Packaging

- 4.11.1 The Contractor is responsible for all costs for the supply, pickup, removal, disposal and recycling of empty pallets and shipping containers;
- 4.11.2 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 Contractor holds more than one Standing Offer and is delivering different categories at the same time;
- 4.11.3 The Contractor must use every effort to utilize environmentally friendly packaging.

5. Call-Ups

5.1 Acknowledgment of call-ups

- 5.1 The Contractor must not proceed without receipt of a duly completed and authorized call-up;
- 5.2 The Contractor must acknowledge receipt of each call-up.

5.2 Minimum Call-Up

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

6. Product Recall

- 6.1 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 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

- 7.1 Miscellaneous items are items that are not specified in Annex B and are not required by the client on a regular basis.
- 7.2 Miscellaneous items will be paid in accordance with the % mark-up outlined in Annex B and the Contractor's regular, seasonal and sale catalogues or current published price lists in effect at the time of call-up.
- 7.3 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

- 8.1 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 Contractor 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;
- 8.2 Any plastic used to wrap the pallets must be recyclable;
- 8.3 Provide Polyethylene Terephthalate and High-density polyethylene plastic containers when available;
- 8.4 Deliveries should be made in hybrid vehicles if the Contractor has hybrid vehicles in their fleet;
- 8.5 Contractors facilities should use LED lighting.

9. Price List Updates

- 9.1 The pricing provided by the Contractor in Annex B is firm for the entire period of the Standing Offer, unless otherwise specified;
- 9.2 The Contractor can provide new pricing in accordance with the pricing rebid frequency and terms and conditions provided in Annex B-1.

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APPENDIX 1 to ANNEX A

LOCATIONS

Department	Location Name	Location Address	Delivery Information and Special Instructions
Department of National Defence	17 Wing Winnipeg	17 Wing (AL0117) Food Services 715 Wihuri Road	
		38 Service Battalion 969 St. Matthews Avenue	
		HMCS Chippawa 1 Navy Way	

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ANNEX " B "

BASIS OF PAYMENT

Offerors shall submit their electronic (Excel) copy of their financial offer with their Epost Connect offer.

See Attached spreadsheet for the list of items.

ANNEX "B – 1"

REBID

1. The Standing Offer holder and any other interested suppliers will be given the opportunity to rebid the pricing on an annual basis as outlined below.
2. Offerors should submit the entire solicitation document as this is an open, competitive process, and the evaluation will be completed as it was in the first solicitation closing.
3. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.
4. Offerors shall submit their electronic (Excel) copy of their financial offer with their Epost Connect offer;
5. Electronic pricing files should 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;
6. Prices must be provided in 2 decimal place format (example: \$2.99 per kilogram);
7. Prices must include delivery to the locations indicated in Appendix 1 to Annex A, Locations;

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

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "C"

STANDING OFFER USAGE REPORTING FORM

Company Name: _____

Standing Offer No. <i>W0117-200022 Miscellaneous Groceries</i>						
Month:						
Unitrak/FSIMS Code	Offerors Code	Item Description	Case Description	Quantity	Firm UoM Price	Firm Case Price
Monthly Total						\$

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME: _____ TELEPHONE No.: _____

SIGNATURE: _____ DATE: _____

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ANNEX " D "

SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY

If you are not receiving the quality level of goods or services expected from the supplier, please complete this feedback form with specific details.

Department/Unit (with complaint)

Date of Discrepancy

Supplier/Company Name

Standing Offer #

Supplier Product Code

Unitrak or FSIMS Code

1. TYPE OF DISCREPANCY (Check appropriate remarks below)

- Did not meet delivery time
- Invoices did not conform to contract/order terms
- Good/services did not meet specification requirements
- Delivery charges were added
- Other (specify in Remarks section)

2. ACTION TAKEN (Check appropriate remarks below)

- Replacement requested
- Shipment quarantined due to hygiene reasons
- Replaced by local purchase (LPO)
- Goods accepted due to operational requirements.
- Goods returned to the Supplier.

3. REMARKS (Specify details of Rejection/Discrepancy).

4. DATE SUBMITTED

5. CONTACT NAME

ANNEX " E "

ADDITIONAL CERTIFICATIONS

1. Board of Directors

Please refer to Part 5, Certifications, Article 5.2.1 for details.

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)

Please refer to Section 02, [Procurement Business Number](#) of the [2006](#) (2019-03-04) Standard Instructions – Request for Standing Offers - Competitive Requirements

Procurement Business Number - _____

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.