

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

**Travaux publics et Services gouvernementaux  
Canada**

**Voir dans le document/**

**See herein**

NA

Québec

NA

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

## National Master Standing Offer (NMSO)

## Offre à commandes principale et nationale (OCPN)

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**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> OCIR Jus Congelés		
<b>Solicitation No. - N° de l'invitation</b> W0106-20S004/B		<b>Date</b> 2021-02-02
<b>Client Reference No. - N° de référence du client</b> W0106-20S004		<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTA-340-16051
<b>File No. - N° de dossier</b> MTA-0-43143 (340)	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2021-02-18</b> Heure Normale du l'Est HNE		
<b>Delivery Required - Livraison exigée</b> Voir doc.		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Doucette, Andy		<b>Buyer Id - Id de l'acheteur</b> mta340
<b>Telephone No. - N° de téléphone</b> (514)605-3829 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DE LA DEFENSE NATIONALE SELON DEMANDES SUBSÉQUENTES (DIVERS SITES) BASE DE SOUTIEN VALCARTIER COURCELETTE Québec G0A4Z0 Canada		
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

This bid solicitation cancels and supersedes previous bid solicitation number W0106-20S004/A dated 2020/11/12 with a closing of 2020/11/25 at 14:00 Eastern Standard Time (EST). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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Solicitation No. - N° de l'invitation  
W0106-20S004/B  
Client Ref. No. - N° de réf. du client  
W0106-20-S004

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-0-43143

Buyer ID - Id de l'acheteur  
MTA-340  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, 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 Requirement**

Public Works and Government Services Canada (PWGSC) wishes to issue a regional individual standing offer (RISO) for the for the supply, on a as and when ordered basis, of frozen juice as well as the associated juice dispensers for the Department of National Defense, Support Base Valcartier; various delivery addresses listed in Annex C.

The proposed term of the RISO is for 3 years from the date of issue to November 30, 2023.

Only one standing offer will be granted.

Offerors must 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.

### 1.5 Canadian Content

The requirement is subject to a preference for Canadian goods.

## 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 Québec 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:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

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

For more information on the use of Postel, please see the following link:

<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or hard copy to PWGSC will not be accepted.

### 2.3 Enquiries - Request for Standing Offers

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

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

### 2.4 Applicable Laws

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

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.

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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

The Offeror must submit its offer electronically 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

Offers transmitted by facsimile or hardcopy will not be accepted.

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

#### **Section I: Financial Offer**

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

#### **Section II: Certifications**

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

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

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

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

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

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

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

## **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 bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 4.1.1 Financial Evaluation

The evaluation of the tenders will be based on the unit price of each item detailed in Annex B - Basis of Payment - List of Products.

The evaluation of bids will first be done on the respect of mandatory brands and formats. All items that do not respect the mandatory brand and/or format requirements will be rejected from the offer.

Then the offers are evaluated on the format offered versus the format requested. Any items that do not offer the same format as that requested, are standardized to determine its real unit price as follows:

Example:                      Format requested: 4 L  
                                      Format offered: 3.8 L at \$5.25  
                                      Standardized price:  $(\$5.25 \times 4L) / 3.8L = \$5.53/L$

Note that the quantities indicated in the Annex B are estimated for each period of the standing offer. The actual quantities ordered may therefore be different.

#### 4.1.2 Evaluation of price

M0222T (2016-01-28), Canadian/Foreign Offerors

Packaging, transportation and delivery costs must be included in all unit prices offered in Annex B.

#### 4.2 Basis of Selection – Multiple items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an item by item basis **or** an aggregate basis (whichever is more beneficial for Canada) 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.

## **5.1.2 Additional Certifications Required with the Bid**

### **5.1.2.1 Canadian Content Certification**

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2020-07-01), Canadian Content Definition

#### **5.1.2.1.2 Canadian Content Certification (To be completed by the Bidder)**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

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

The Bidder certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#)

## **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 (See Annex E)**

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>), 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.

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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

N/A

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annexes A / B / C.

#### 7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

#### 7.3 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.

##### 7.3.1 General Conditions

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

##### 7.3.2 Standing Offers Reporting – MANDATORY

The Offeror must compile and maintain records on its provision of goods 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 after **every period of 1 year**, reports on use of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports must be submitted on the appropriate document, which will be provided to the Offeror by the Standing Offer Authority, and forwarded no later than fifteen (15) days after the designated reporting period.

Reports have to be sent to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

#### 7.4 Term of Standing Offer

##### 7.4.1 Period of the Standing Offer (to be completed at the issuance of the offer)

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

##### 7.4.2 Delivery Points

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

**Andy Doucette**

Procurement Agent  
Public Works and Government Services Canada  
Acquisitions Branch  
800, rue de la Gauchetière West, Suite 7300  
Montréal, Québec H5A 1L6  
Telephone: (514) 605-3829  
Email address: [andy.doucette@tpsgc.gc.ca](mailto:andy.doucette@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.

### 7.5.2 Project Authority

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

### 7.5.3 Offeror's Representative (to be completed by the Offeror)

#### General enquiries

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

## 7.7 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 Deliveryor
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.

#### 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$40 000.00** (Applicable Taxes included).

#### 7.9 Financial Limitation – Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*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 \_\_\_\_\_ 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.

#### 7.10 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) apply to and form part of the Contract;
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment – List of Products;
- g) Annex C, Delivery Addresses;

- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 7.11 Certifications and Additional Information

### 7.11.1 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.

### 7.11.2 Canadian Content Certification

1. The Offeror warrants that the certification of Canadian Content submitted by the Offeror is accurate and complete, and that the goods, services or both to be provided under any call-ups against the Standing Offer are in accordance with the definition contained in clause [A3050T](#).
2. The Offeror must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Offeror must not, without obtaining before the written consent of the Standing Offer Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under any contract resulting from the Standing Offer, or until settlement of all outstanding claims and disputes under the Standing Offer, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Offeror must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant any contract resulting from the Standing Offer.

### 7.12 Applicable Laws (to be completed by the Offeror, please insert a Province or Territory in Canada).

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 \_\_\_\_\_.

### 7.13 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.

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## 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.

### 7.1 Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

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

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

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

### 7.4 Payment

#### 7.4.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid **firm unit prices as specified** in Annex B. 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.

#### 7.4.2 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

#### 7.4.3 SACC Manual Clauses

[C2000C](#) (2007-11-30), Taxes, Foreign-based Contractor

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

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

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

## **7.5 Invoicing Instructions**

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

## **7.6 Insurance**

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

## **7.7 Dispute Resolution**

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

## **7.8 SACC Manual Clauses**

[A2000C](#) (2006-06-16) - Foreign Nationals (Canadian Contractor)  
[A9062C](#) (2011-05-16) - Canadian Forces Site Regulations  
[D0014C](#) (2007-11-30) - Delivery of Fresh Chilled or Frozen Products  
[D3004C](#) (2007-11-30) - Type of Transport

## **ANNEX « A »**

### **REQUIREMENT**

#### **DESCRIPTION**

##### **1. TITLE**

Regional Individual Standing Offer (RISO) – Frozen juices

##### **2. DESCRIPTION**

This RISO request involves the provision, on an as and when ordered basis, of frozen juices and the associated juice distributors.

*The Offerors must be able to deliver, for the complete period, the goods being offered to the Department of National Defence Valcartier Support Base; VARIOUS DELIVERY ADDRESSES listed in Annex C.*

##### **3. IDENTIFIED USERS**

Department of National Defence  
Valcartier Support Base  
Various delivery addresses (consult Annex C)

##### **4. DELIVERY / DELAY**

Delivery will take place no later than forty-eight (48) hours from receipt of an order.

At all times during the period of the Standing Offer, when “Urgent” requests are made, the Offeror(s) will commit to supplying the goods within twenty-four (24) hours following receipt of an order.

Following an order, if one of the products is not available, the contractor must notify the customer, by email, within 2 hours of the order.

To access buildings C-14 and C-18 of the Citadelle de Québec, delivery vehicles must not exceed 8 feet 2 inches wide, 12 feet 6 inches high and 35 feet long.

##### **5. QUANTITIES**

The estimated quantities for each of the required items can be found in Annex B - List of products.

##### **6. MANDATORY CERTIFICATIONS**

All juices must be manufactured in a HACCP -certified factory (Hazard and Critical Control Points) and must also be distributed by a HACCP certified distributor.



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## 7. DISTRIBUTORS - CHARACTERISTICS

Each concentrated juice dispenser machine:

- 7.1. must have four (4) distribution faucets;
- 7.2. must inject and mix, adequately and evenly, 2:1 to 11:1 concentrated drinks, including 4:1 high viscosity drinks and 5:1 juices;
- 7.3. must allow filling activated by the contact of the glass pushing on a mechanism or by a motion detector.  
Note. In order to avoid the transmission of bacteria, a push button operated by a finger is not accepted.
- 7.4. must have a distribution system airtight without pipes or ducts to eliminate flushing and must be 100% maintenance-free.
- 7.5. must have the following maximum dimensions: unlimited height, 24 inches wide and 32 inches deep;
- 7.6. must allow installation on a counter;
- 7.7. must have a refrigeration system;
- 7.8. must be without ice distribution;
- 7.9. must be new at the time of installation.

## 8. DISTRIBUTORS - INSTALLATION AND MAINTENANCE

The timing of the initial installation and / or replacement of equipment will be determined in consultation with the Project Authority, or his representative, in order to minimize the impact on operations.

The contractor is responsible for providing with the required equipment (electricity, plumbing, etc.) for installing his distributors within seven (7) feet of the facility so that everything is functional according to the manufacturer's specifications.

The contractor is responsible for all costs related to the installation and maintenance of his machines for the duration of the Standing Offer.

## 9. EMERGENCY SERVICE / BREAKAGE / CALIBRATION

The rental costs listed in Appendix B include a monthly calibration of each distributor at all points of service. The contractor is responsible for all costs related to the maintenance the breakdown and the repair of each distributor. Emergency service must be provided within 24 working hours at the expense of the contractor. Following each maintenance, the contractor is required to present the calibration and maintenance record of each distributor to the manager of the service points.

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## **ANNEX « B »**

### **BASIS OF PAYMENT - LIST OF PRODUCTS (EXCEL SPREADSHEET ATTACHED)**

#### **THE EXCEL SPREADSHEET CONTAINS THE FOLLOWING WORKSHEETS:**

**List of products** - This page contains the List of Products for each period and must be completed by the Offeror. This List of Products is used by PWGSC for financial evaluation purposes. The Offeror must ensure that it is complete and contains all the items offered (item code, brands (if required), formats and prices). The offeror does not have the obligation to offer all requested items.

**Juice distributors** – This page contains the List of juice distributors for each period and must be completed by the Offeror. This page is used by PWGSC for financial evaluation purposes. The Offeror must ensure that it is complete and contains all the items offered.

## ANNEX C

### DELIVERY ADDRESSES

#### Department of National Defence: Valcartier Support Base

#### IMPORTANT:

The Offeror must be able to deliver the goods being offered to **ALL SHIPPING ADDRESSES** listed below.

<u>ADDRESSES AND DEPARTMENT</u>	<u>HOURS OF DELIVERY</u>	<u>SPECIAL INSTRUCTIONS</u>
<b>Department of National Defence</b> <b>Valcartier Support Base</b> Service de l'alimentation Building 505 505, Morin Street Courcellette, QC G0A 4Z0	From Monday to Friday 7am to 11 am  <b><i>ABSOLUTELY NO DELIVERIES WILL BE ACCEPTED OUTSIDE THIS TIME PERIOD.</i></b>	Delivery on skid 48 in long, 40 in large and 53 in high.  <b><i>Possibility of a third delivery in times of high traffic periods.</i></b>  Upon delivery, invoices must be signed and dated and presented to the person in charge of receiving the goods.
<b>Department of National Defence</b> <b>Valcartier Support Base</b> Dépôt des rations Building 188, Door J 188, Décary Street Courcellette, QC G0A 4Z0	From Monday to Friday 7:30 am to 3 pm	Order to be placed on a skid, wrapped individually in plastic wrap and the identification of the Ordering Unit must be visibly affixed to the palettes.  <b><i>IMPORTANT: The frequency of orders will vary depending on the military activity calendar.</i></b>  Upon delivery, invoices must be signed and dated and presented to the person in charge of receiving the goods.
<b>Department of National Defence</b> <b>Valcartier Support Base</b> Cuisine des cadets Building CC-119 119, Casgrain Street Courcellette, QC G0A 4Z0	From Monday to Friday 7am to 11 am	Delivery on skid 48 in long, 40 in large and 53 in high.  <b><i>No orders will be placed during the summer months (May to August)</i></b>  <b><u>IMPORTANT</u></b>  All invoices must be sent to

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		the following address : Unité régionale de Soutien aux Cadets (Est) A/S O Alim C.P. 100, Succ. Bureau-chef Richelain QC J0J 1R0
<b>Department of National Defence</b> <b>Valcartier Support Base</b> Cuisine du Camp Vimy Building CSEM-3 Dugas Street Courcellette, QC G0A 4Z0	From Monday to Friday 7am to 11 am	During the summer months (May to August) orders could double.  Upon delivery, invoices must be signed and dated and presented to the person in charge of receiving the goods.
<b>Quebec Citadel</b> <b>Building C-14 and C-18</b> 1, côte de la Citadelle Québec QC G1R 3R2	From Monday to Friday 7am to 11 am  Or as directed on the order form.	<b>IMPORTANT</b>  You must verify if your delivery trucks can pass through the gates to access the Citadel.  Maximum dimensions:  ➤ 8 ft – 2 in wide ➤ 12 ft - 6 in high ➤ 35 ft long
<b>Réserve navale</b> <b>Pointe-à-Carcy</b> 170, Dalhousie Street Québec QC G1K 4C4	From Monday to Friday 7am to 11 am  Or as directed on the order form.	
<b>Manège militaire Saint-Malo</b> 1020, Vincent-Massé Street Parc industriel St-Malo Québec QC G1N 1M8	From Monday to Friday 7:30 am to 11:30 am  Or as directed on the order form.	<b>IMPORTANT</b>  Between September and May, on average once a week.

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## **ANNEX « D »**

### **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).

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**ANNEX « E »**

**COMPLETE LIST OF COMPANY BOARD OF DIRECTORS**

**NOTE TO BIDDERS**

**WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS**

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**PROCUREMENT BUSINESS NUMBER (PBN):** \_\_\_\_\_