

**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 / Travaux publics  
et services gouvernementaux  
Canada Place/Place du Canada  
Suite 1000  
10th Floor/10e étage  
9700 Jasper Ave/9700 ave Jasper  
Edmonton  
Alberta  
T5J 4C3

<b>Title - Sujet</b> Disposable Kitchen Supplies <b>FOURNITURES DE CUISINE JETABLES</b>	
<b>Solicitation No. - N° de l'invitation</b> W0127-20P007/B	<b>Date</b> 2021-06-22
<b>Client Reference No. - N° de référence du client</b> W0127-20P007	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-034-12105
<b>File No. - N° de dossier</b> EDM-0-43070 (034)	<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> Mountain Daylight Saving Time MDT <b>on - le 2021-07-27</b> Heure Avancée des Rocheuses HAR	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Nigam, Nidhi	<b>Buyer Id - Id de l'acheteur</b> edm034
<b>Telephone No. - N° de téléphone</b> (587)532-8142 ( )	<b>FAX No. - N° de FAX</b> (418)566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Here-in	
<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>

## DISPOSABLE KITCHEN SUPPLIES

This bid solicitation cancels and supersedes previous bid solicitation number W0127-20P007/A dated 2020-09-28 with a closing of 2020-10-27 at 14:00 pm CDT. 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  
W0127-20P007/B  
Client Ref. No. - N° de réf. du client  
W0127-20P007

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-0-43070

Buyer ID - Id de l'acheteur  
EDM034  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Requirement, the Basis of Payment, Standing Offer Usage Report and the Electronic Payment Instruments.

### **1.2 Summary**

- 1.2.1** A Regional Individual Standing Offer (RISO) for the supply and delivery of disposable tableware and other kitchen supplies on an "as required" basis for the Department of National Defence (DND) for 5 locations: Edmonton Garrison (Edmonton, AB), Wainwright (Denwood, AB), Suffield (Ralston, AB), Cold Lake (Cold Lake, AB) and Shilo (Shilo, MB).

DND hosts and supports various training activities. In order to support this, many meals are provided to many customers, which often entails requiring disposable kitchen tableware and other kitchen supplies on very short notice. The intent is to have the ability to hold stock and replenish the stock on a monthly "as required" basis as per the list of items and estimated usage provided herein.

The Standing Offer is requested for a period of three (3) years from the date of offer issuance. A standing offer may be awarded for each of the two DND regions (Alberta and Manitoba).

### **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>) 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.

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

Delete: 60 days  
Insert: 120 days

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

M0019T (2007-05-25), Firm Price and/or Rates.

### **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in 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](mailto: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 Instructions 2006, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

**Bidders must 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 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.

### 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: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

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

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**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.

**Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the 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 "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

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

**4.1.1 Technical Evaluation****4.1.1.1 Mandatory Technical Criteria**

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

- 1. Compliance with the terms and conditions contained in this document.
- 2. Pricing and compliance must be provided for 80% (40 of 50 items) of the line items for each individual location identified in Annex A). Offers that do not meet this threshold of compliance will be deemed non-responsive, and given no further consideration.
- 3. Ability to provide the items, as per the description outlined in Annex "B, Basis of Payment". An allowable deviation of +/- 15% is allowed in sizing for line items where the offeror cannot provide the items as per the description

**4.1.2 Financial Evaluation****4.1.2.1 Mandatory Financial Criteria**

- i. The Offeror must submit with its offer, pricing in accordance with Annex B – Basis of Payment. Offerors are requested to provide pricing as per the description requested. An allowable deviation of +/- 15% is allowed in sizing for line items where the offeror cannot provide the items as per the description column of Annex B. If an item differs from the exact description outlined in Annex B,

suppliers MUST complete the additional details column in Annex B. If the size deviation is outside the +/- 15%, it will be removed from the 80% threshold.

- ii. Pricing must be provided for 80% (40 of 50 items) 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. The Offeror must provide a maximum mark-up percentage for Off List-items. 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 – Section A: Product List (Excel Spreadsheet) the Offeror's price per unit of issue will be divided by the contents to determine a price per unit of measure.

This price per unit of measure will then be multiplied by the estimated annual usage.

The resulting value will become the extended price for the line item. The sum of the extended price for all line items will be determined by adding all of the values together to determine the total aggregate price for each year.

Total aggregate price for all years for all locations will be added together to obtain the Total Offer Price.

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.

**Section B: Off - list items will not form part of the financial evaluation.**

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

## **4.2 Basis of Selection**

### **4.2.1 Mandatory Technical Criteria**

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

## **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/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) (<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 "C". 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 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 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 \_\_\_\_\_ to \_\_\_\_\_. (To be determined)

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Nidhi Nigam  
Title: Acting Procurement Specialist  
  
Directorate: Public Works and Government Services Canada Acquisitions Branch  
Western Region  
Address: Canada Place  
10th Floor 9700 Jasper Ave  
Edmonton, Alberta, T5J 4C3  
  
Telephone: 587-532-8142

E-mail address: nidhi.nigam@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: (To be determined)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 6.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer are Department of National Defence (DND) locations at: Edmonton Garrison (Edmonton, AB), Wainwright (Denwood, AB), Suffield (Ralston, AB), Cold Lake (Cold Lake, AB) and Shilo (Shilo, MB).

### 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 \$40,000.00 (Applicable Taxes included).

**6.9 Financial Limitation (To be determined)**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ (TBD) \_\_\_\_\_ (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 two (2) 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.

**6.10 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);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (insert date of offer)

**6.11 Certifications and Additional Information**

**6.11.1 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.

**6.12 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 \_\_\_\_\_ (insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

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### **6.13 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.

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

Section 15 Interest on Overdue Accounts, of 2010A (2020-05-28), will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

Delivery must be made within fourteen (14) calendar days from receipt of a 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, as specified in in Annex B, Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### **6.4.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ (To be determined). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not

perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

#### **6.4.3. Multiple Payment**

H1001C (2008-05-12), Multiple Payments

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

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.5 Invoicing Instructions**

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

Each invoice must be supported by:

A copy of the Call-up against a Standing Offer and any other documents as specified in the resulting contract.

2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address identified in the call-up document for certification and payment.

#### **6.6 Insurance**

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

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

B7500C (2006-06-16), Excess Goods

A9062C (2011-05-16), Canadian Forces Site Regulations

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## **6.8 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".

## ANNEX "A"

### STATEMENT OF WORK

#### DISPOSABLE TABLEWARE AND OTHER KITCHEN SUPPLIES

Regional Individual Standing Offer for the supply and delivery of disposable tableware and other kitchen supplies, as required, by the Department of National Defence (DND), in Alberta and Manitoba in accordance with the terms and conditions contained herein.

The period of this Standing Offer is for three years from the date of issue.

#### Response Time

The Offeror must be able to provide the products (see attached spreadsheet for the list of items) required within 14 days from initial call-up.

#### DELIVERY LOCATIONS:

CFB Suffield:	Edmonton Garrison:	CFB Wainwright:	CFB Cold Lake:	CFB Shilo :
Base Commander CFB Suffield Attn : CMTT, Bldg 322 Ceprano Avenue Ralston, AB T0J 2N0	1 Service Battalion CMTT Building 236, Door 6 West End 195 Street and Rhine Road (83rd Ave) Edmonton, AB T5J 4J5	Supply Section Bldg 593 Denwood, AB T0B 1B0	4 Wing Cold Lake All Ranks Kitchen Bldg 40 Cold Lake, AB T9M 2C6	Shipping and Receiving Base Supply Bldg C-101 Shilo, MB R0K 2AO

#### Mandatory Criteria

1. Pricing and compliance must be provided for 80% (40 of 50 items) of the line items for each individual location indicated in Annex A. Offers that do not meet this threshold of compliance will be deemed non-responsive, and given no further consideration.
2. Ability to provide the items, as per the description outlined in Annex "B, Basis of Payment". An allowable deviation of +/- 15% is allowed in sizing for line items where the offeror cannot provide the items as per the description

#### Mandatory requirements pertaining to Green - Disposable Tableware and Kitchen Supplies:

The offeror will be responsible for ensuring all products are "green", in accordance with National Green product mandates.

All Products to be certified as 100% biodegradable and compostable and made from 100% renewable resources. Certified wood products are acceptable.



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## **ANNEX "B"**

### **BASIS OF PAYMENT**

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

See Attached spreadsheet for the list of items.

### **Instructions to Offerors:**

- Firm lot Price does not include Applicable taxes. Applicable taxes will be added as a separate line item to any invoice issued as a result of a Contract.
- Firm Unit Prices must be in Canadian dollars.
- Prices must be provided in 2 decimal place format (example: \$10.99);
- Prices must include delivery to the locations indicated in Annex A;
- Estimated usages are for evaluation purposes only; actual usage may vary from these amounts.
- Pricing and compliance must be provided for 80% (40 of 50 items) of the line items for each individual location indicated in Annex A). Offers that do not meet this threshold of compliance will be deemed non-responsive, and given no further consideration.
- Offerors are requested to provide pricing as per the description requested. An allowable deviation of +/- 15% is allowed in sizing for line items where the offeror cannot provide the items as per the description column of Annex B. If an item differs from the exact description outlined in Annex B, suppliers MUST complete the additional detail column in Annex B. If the size deviation is outside of the +/- 15%, it will be considered as not meeting the threshold of compliance identified above.
- If pricing is not provided for a line item, offerors are to indicate "N/A". These line items will be considered as not meeting the threshold of compliance and will not be included in the overall calculation of total offer price

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## ANNEX "C"

### STANDING OFFER USAGE REPORT

#### Quarterly Usage Report Schedule:

Period:	Report Due:
January 1 to March 31	April 15
April 1 to June 30	July 15
July 1 to September 30	October 15
October 1 to December 31	January 15

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

Supplier Name		Standing Offer Name	
Standing Offer Number		Reporting Period	
Standing Offer Authority	Nidhi Nigam		

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

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

PREPARED BY:	
NAME	
TELEPHONE NUMBER	
SIGNATURE	
DATE	

Send Report to: [TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca)

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## **ANNEX “D” 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)