



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS	5
2.4 APPLICABLE LAWS.....	5
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	5
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	6
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	7
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	8
5.1 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION8	
5.2 ADDITIONAL CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER.....	8
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	9
A. STANDING OFFER.....	9
6.1 OFFER.....	9
6.2 SECURITY REQUIREMENTS	9
6.3 STANDARD CLAUSES AND CONDITIONS.....	9
6.4 TERM OF STANDING OFFER	10
6.5 AUTHORITIES	10
6.6 IDENTIFIED USERS.....	11
6.7 CALL-UP PROCEDURES	11
6.8 CALL-UP INSTRUMENT.....	12
6.9 LIMITATION OF CALL-UPS	12
6.10 FINANCIAL LIMITATION - TOTAL	12
6.11 PRIORITY OF DOCUMENTS	13
6.12 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.13 APPLICABLE LAWS.....	13
6.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)	13

B. RESULTING CONTRACT CLAUSES	14
6.1 REQUIREMENT	14
6.2 STANDARD CLAUSES AND CONDITIONS	14
6.3 TERM OF CONTRACT	15
6.4 PAYMENT	15
6.5 INVOICING INSTRUCTIONS	15
6.6 <i>SACC MANUAL CLAUSES</i>	16
6.7 DISPUTE RESOLUTION.....	16
6.8 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION	16

The Annexes include:

Annex A – Requirement

Annex B – Basis of Payment – List of Products

Annex C – Electronic payment Instruments

Annex D - Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;

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:

Annex A – Requirement
Annex B – Basis of Payment – List of Products
Annex C – Electronic payment Instruments
Annex D - Complete List of Each Individual who are currently Directors and/or Owners of the Offeror;

1.2 Summary

- 1.2.1** Request for a Regional Individual Standing Offer (RISO) for the supply and delivery of **Coffee Products and provide a Liquid Coffee Dispensing Machine with Maintenance Services and to all DND owned coffee brewing/dispensing machines and equipment also.** This requirement is to be provided to Department of National Defence at the 5th Canadian Division Support Base Gagetown located in Oromocto New Brunswick E2V 4J5 on an as and when requested basis for the period from **October 1st 2021 to September 30th 2022** inclusive.
- 1.2.2** *The requirement is subject to a preference for Canadian goods.*

1.2.3 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.

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

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 Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Email: TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

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

Facsimile number: (506) 851-6759

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 **New Brunswick**.

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

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

Section I: Financial Offer (one hard copy)
Section II: Certifications (one hard copy)

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

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

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

Section I: Financial Offer

Offerors must submit their financial offer in accordance with **Annex B, Basis of Payment**.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "C" 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.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

Prices – Items

Offeror **must submit firm prices for all items listed at Annex B.**

4.1.1 Financial Evaluation

4.1.2.1 SACC Manual Clause M0220T (2016/01/28), Evaluation of Price – Offer

4.2 Basis of Selection

4.2.1 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 on aggregate basis** will be recommended for issuance of a standing offer.

(Derived from - Provenant de: M0069T, 2007/05/25)

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 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.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

5.1.2 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.

5.2 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.1 Canadian Content Certification

5.2.1.1 SACC Manual clause [A3050T](#) (2020/01/07) Canadian Content Definition

5.2.1.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers 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 offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause A3050T.

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

(Derived from - Provenant de: A3063T, 2014/11/27)

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

Periodic Usage Reports - Standing Offer

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with Annex B. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

The data must be submitted to the Standing Offer Authority no later than 30 days after the end of the reporting period.

(Derived from - Provenant de: M7010C, 2017/06/21)

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 **October 1st 2021** to **September 30th 2022** inclusive.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: **Leesa Young**
Title: Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1
Telephone: **(506) 871-1716** Facsimile: (506) 851-6759
E-mail: **leesa.young@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.

Solicitation No. - N° de l'invitation
W0105-22F004
Client Ref. No. - N° de réf. du client
W0105-22F004

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

Buyer ID - Id de l'acheteur
MCT033
CCC No./N° CCC - FMS No./N° VME

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 *(Offeror please complete and submit with the bid offer)*

Placing Orders:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

General Enquiries:

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6.6 Identified Users

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

**Department of National Defence
5th Canadian Division Support Base Gagetown
Building/Kitchen H33
PO Box 17000, Station Forces
Oromocto New Brunswick E2V 4J5**

6.7 Call-up Procedures

As indicated in Annex A.

6.8 Call-up Instrument

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

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

or

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

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

6.10 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$95,000.00** (Applicable Taxes included) 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 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.

(Derived from - Provenant de: M4506C, 2013/04/25)

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (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 – List of Products;
- h) the Offeror's offer dated _____

6.12 Certifications and Additional Information

6.12.1 Compliance

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

6.12.2 SACC Manual Clauses

SACC Reference	Section	Date
M3060C	Canadian Content Certification	2008/05/12

6.13 Applicable Laws

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

6.14 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.

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.

6.2.2 SACC Manual Clauses

6.2.2.1 Delivery of Fresh Chilled or Frozen Products

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18o C or lower, and fresh chilled products between 4o C and 1o C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

(Derived from - Provenant de: D0014C, 30/11/07)

6.2.2.2 Delivery and Unloading

1. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel
2. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

(Derived from - Provenant de: D0018C, 30/11/07)

6.2.2.3 Type of Transport

Delivery must be made in refrigerated transport. The acceptable temperature range is from 1.5° C to 4° C or (35° F to 40° F).

(Derived from - Provenant de: D3004C, 30/11/07)

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

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.

(Derived from - Provenant de: C0207C, 2013/04/25)

6.4.2 Method of Payment

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

6.4.3 Electronic Payment of Invoices – Call-up

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

(To be identified in Annex "C")

- 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)

6.5 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.

one (1) copy must be forwarded to the consignee.

(Derived from - Provenant de: H5001C, 2008/12/12)

6.6 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28

6.7 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](#)".

6.8 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Delivered Duty Paid (DDP) to **Department of National Defence to Kitchen H33 at the 5th Canadian Division Support Base Gagetown, Oromocto, New Brunswick E2V 4J5** Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 2008/12/12)

ANNEX "C" 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)

Solicitation No. - N° de l'invitation
W0105-22F004
Client Ref. No. - N° de réf. du client
W0105-22F004

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

Buyer ID - Id de l'acheteur
MCT033
CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE OFFEROR

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier Procurement Business Number (PBN): _____

NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.

“REQUIREMENT”

COFFEE

*(Including maintenance services **and** Equipment specified herein)*

Department of National Defence (DND)

5th Canadian Division Support Base Gagetown

STATIC FEEDING REQUIREMENTS

Annex «A» W0105-22 F004

REQUIREMENT

To supply and deliver **“COFFEE PRODUCTS & EQUIPMENT”** to DND at 5 CDSB Gagetown Training Area.

The offeror **must ensure 100% compliance** to this Annex “A” and the attached «List of Products» at Annex “B”. Any deviations **MUST** be approved by the Standing Offer Authority at Public Services and Procurement Canada (PSPC), in writing, **PRIOR to bid closing**.

The offeror **MUST provide a price for EACH item and be able to supply 100% of the items** on the attached List in Annex “B”.

SCOPE OF SERVICES / MANDATORY REQUIREMENTS

EQUIPMENT

DND owns state of the art equipment brewing/dispensing coffee machines at Kitchen H-33. **All costs for maintenance will rest solely with the supplier for this DND owned equipment.** (Maintenance service at Camp Petersville would only be required “if and when” the kitchen would be open.)

The supplier **must also supply, at no cost to DND**, state of the art equipment for a **Liquid Coffee Dispensing Machine** for the field meal department at Kitchen H33. All costs for the dispensing machine, installation and maintenance rest solely with the supplier. DND agrees to provide plumbing for water, sewer and electrical connections as specified by the distributor to a point no further than seven (7) feet at his cost.

MAINTENANCE SERVICE

The maintenance service must include all DND owned coffee brewing/dispensing machines and equipment **and** the Liquid Coffee Dispensing Machine supplied by the supplier.

The supplier must perform «monthly» maintenance. All costs related to maintain all equipment must rest solely with the supplier at no cost to DND. The supplier must respond within a 24-hour period in the case of mechanical breakdowns. The supplier further agrees to supply a maintenance log for all work performed if asked to do so.

PRICING

All shipping charges must be included in the quoted prices. If the consignee requests an item, which is not, specified herein, your price is to be in accordance with the lowest prices charged to your most favored customer for like quality and quantity of product on the date of delivery. You hereby certify that the prices charged under this method of supply will be computed in accordance with the same accounting principles applicable to the prices shown herein.

CALL-UP PROCEDURES

All orders may be placed in writing or by telephone. Supplier **MUST** be able to receive all orders by facsimile, email and telephone.

ORDER CONFIRMATION OF AVAILABILITY

Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative, ***at time of ordering or within 2 hours maximum***; who in turn is the only approving authority for substitutions.

Items that are not available for delivery are NOT to be back ordered.

All orders MUST be processed on a FILL or KILL BASIS.

REJECTS AND SHORTFALLS

The supplier agrees, upon notification of rejects or shortage of products, to replace any and all shorted item within 24 hours, ***“delivery costs occurred to replace all rejected items or shortfalls rest fully at the contractor’s expense”***.

DISCREPANCIES AND SUBSTITUTIONS

Substitutions will not be accepted without approval from the requesting Food Services representative.

It is a condition that no product such as packaging, pack & case size, brand and price be changed after award of the standing offer UNLESS they have been changed or discontinued by the manufacturer. You will therefore have to notify the Standing Offer Authority at PSPC of the change. Changes will only take effect when the Standing Offer Authority has accepted the change, with DND's approval. Supplier must also advise the Standing Offer Authority at PSPC of any changes to product codes and the food representative at CFB Galetown.

FOOD DELIVERIES

Deliveries must to be made direct to a specified location at 5 CDSB Galetown, and **must be** between the hours of **07h30 and 11h30**, Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. The supplier shall bear all risks of loss or damage to the goods until such time as they have been placed at the disposal of requesting unit.

DELIVERY SERVICE LEVELS

All orders will be placed a minimum of **four (4) days** prior to the expected day of delivery. A minimum of one (1) order per week is required.

DND personnel will be able to make **MINOR** amendments to the original order up until **1400hrs**, from Monday to Friday.

Deliveries **MUST** be provided as and when requested.

Deliveries are to be made direct to a specified location as advised.

All products must be delivered in its original box or case.

Any damaged, stressed, opened, or repackaged products will not be accepted and will be returned to the supplier at the supplier's expense.

If products must be returned due to non-compliance, **COST** to return these products will be the responsibility of the supplier.

The supplier shall bear all risks of loss or damage to the goods until such time as they have been delivered to the requesting kitchen.

It is recommended that delivery personnel should be covered by Worker's Compensation (WSIB) or similar program.

If the supplier, which is awarded the standing offer, chooses to contract out the Transportation Part of the standing offer, the supplier will be responsible for the Performance of that contractor.

REQUIREMENTS PERTAINING TO INVOICING

A bill of lading and a computerized purchase invoice, one (1) copy "**One original**" must be provided to the consignee at the time of each delivery, "**Hand written invoices will not accepted**"

The consignee's delivery representative will verify with the supplier's representative that all items shipped have been received using the bill of lading provided by the supplier.

The supplier must only charge for the items delivered and accepted. The supplier is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by consignee's representative at time of delivery. The contractor agrees to provide the consignee with a detailed credit receipt within (7) working days from delivery for all items that the consignee and contractor agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier provides the Consignee with approved credit receipt. The contractor must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices must contain the following information:

Attn:

***Name of Requesting Kitchen
Kitchens Complete Mailing Address
Invoice control number
Delivery Date***

INVOICE PAYMENT

The consignee will forward invoices to the requesting Comptroller for payment within 30 days of the coffee/juice order delivery and receipt of all credit receipts. If payment is not received within a forty-five day period the supplier shall communicate this information as soon as possible to the receiving Units Comptroller.

TYPE OF TRANSPORT

Delivery of chilled and/or frozen food commodities **MUST** always be made in climate controlled transport unless the consignee instructs otherwise.

The vehicles utilized for the transportation of coffee products must be considered as an extension of the company premises. As such, it is important that the environment it presents does not put at risk the integrity of the coffee products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.

The construction, maintenance, sanitation standards in addition to the handling practices must equate as closely, as is reasonably possible, to the standards required of a well-operated Canadian commercial grocer.

PALLETISING

All food items **MUST** be shipped to the specified delivery point on shrunk or stretch wrapped pallets no higher than 180 CM in height.

Orders **MUST** be separated by individual units/kitchens and clearly identified with the name of the requesting unit/kitchen on at least (2) sides.

Food items *MUST* be palletized in segregated commodities (if applicable) of:

Chilled, Frozen & Dry Goods.

Food items **MUST** be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet.

Pallets **MUST** to be loaded in such a way as to allow easy access for offloading with pallet jacks.

The supplier is responsible for the offloading of all food items onto the receiving dock.

EXPIRY DATES:

STANDARDS: All packaged foods shall comply with the relevant portions of the following Acts and Regulations:

- a) The Food and Drug Acts and Regulations;
- b) Canada Agriculture Products Standards Acts
- c) Canadian General Standards Board
- d) CFIA Inspection Standards

QUALITY ASSURANCE

The «**Food Quality Specifications (FQS) - Food purchased by federal government departments** » will be used as reference for quality control. These specifications can be found on the **publications.gc.ca** by searching with the following catalogue number.

FQS-28 Coffee and Tea – Catalogue No. D2-531/28-2018E-PDF

SQA-28 Café et Thé - N° de catalogue D2-531/28-2018F-PDF

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

Final inspection and acceptance of the coffee/juice products will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

DND representatives may perform quality assurance inspections at the supplier facilities as required.

Vendor's Performance:

The vendor's performance will be monitored by the Food Services Representative or his designated representative.

«Performance Factors» will include, but NOT limited to:

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to **immediately** COMMUNICATE unavailability of products ordered at time of ordering (or within **2 hours maximum**);
- c. Ability to provide products as per sizes requested at quoted prices;
- d. Ability to deliver within required time frame **AND** the necessary location required at the site;
- e. Ability to provide required quality service and products at all time;

If at any time the performance is NOT satisfactory, documentation will be forwarded to Public Works and Government Services Canada.

High quality product and service as defined in the **«Food Quality Specifications»** will be required during the period of this standing offer. Failure to provide the level of quality of goods and services as defined herein *OR* non-compliance with the product description at Annex “B” - the «List of Products» more than eight (8) times over the period of the standing offer will result in the following:

1. **Initial notice of failure to provide the level of service required, quality products or correct product size etc....**
2. **Additional incidents will result in a written notification requesting corrective action; and**
3. **For a ninth incident, the vendor will be advised that their standing offer has been set-aside and no further call-ups will be processed.**

For DND at 5th Canadian Division Support Base Gagetown
Pour le MDN à la Base de soutien de la 5e Division du Canada Gagetown

Solicitation No / No. de soumission: W0105-22 F004/A Annex "B" - Basis of Payment
Title / Titre: Coffee / Café

Vendor Name / Nom du fournisseur:

Period / Période: 01 October 2021 - 30 September 2022

Item No.	Unitrak No.	Yearly Estimated Quantity	Unit of Issue	DESCRIPTION	Brand offered	Approximate Pack & Case Size Required	Pack & Case Size Offered	Product Number	Price	
1	2B071	125	case	Coffee Beans, Grade A, House Blend , Mother Parkers No substitute		8 x 2.5 lbs 6 x 2.27 kg				per cs
2	2B076	150	case	Dark Roasted Whole European Coffee Beans, Grade A or AA, Mother Parkers No Substitute		8 x 2 lbs 6 x 1.81 kg				per cs
3	2B007	135	case	Coffee Ground, Grade A, House Blend , Mother Parkers or Douwe Egberts/Folgers No Substitute		24 - 40 x 355g - 396g or 12 x 12 oz				per cs
4	2B039	625	case	Coffee Liquid Frozen, Nescafe 100% Colombian by Nestle or 100% Douwe Egberts/Folgers No Substitute. Generic and Private Label Brands will also be accepted for this coffee providing the coffee is 100% Colombian made and manufactured by Nescafe/Nestle or Douwe Egberts/Folgers no substitute. See instructions herein below.		2 x 2 L				per cs
5				Miscellaneous additional Coffee related products not listed herein at wholesale price less a _____% discount or at cost price plus a _____% markup.						

Mandatory Maintenance Service and Equipment: The supplier MUST provide, at no cost to DND, all Maintenance Services to all of DND's brewing/dispensing coffee machines including the SUPPLY and maintenance of the Liquid Coffee Dispensing Machine . Mandatory requirements are specified at Annex "A".
Department of National Defence reserves the right to adjust the liquid coffee machines to their taste once the machines are installed and will not necessarily follow the manufacturing recommendations for ratio and yield. The price for the liquid coffee will not be evaluated based on the ratio and yield as DND will set the ratio and yield in accordance with the taste of the end product.
Generic and Private Label brands will only be accepted providing the bidder supplies written proof from the manufacturer or his representative confirming the product being offered is manufactured by Nescafe/Nestle or Douwe Egberts/Folgers.
INSTRUCTIONS TO SUPPLIERS: It is the responsibility of the offerer to obtain clarification of each item of the requirements contained herein, if necessary, prior to bid closing.
Suppliers are requested to obtain a copy of this Annex "B" in Excel Format by contacting the Standing Offer Authority at PWGSC.