

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016**

Request For a Standing Offer Demande d'offre à commandes

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

Title - Sujet RMSO - MILK PRODUCTS	
Solicitation No. - N° de l'invitation E6HAL-120011/A	Date 2012-12-11
Client Reference No. - N° de référence du client E6HAL-12-0011	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-409-8859
File No. - N° de dossier HAL-2-69286 (409)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-24	Time Zone Fuseau horaire Atlantic Standard Time AST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Taylor, Kathie	Buyer Id - Id de l'acheteur hal409
Telephone No. - N° de téléphone (902)496-5510 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND/OR AGENCIES AS INDICATED ON DSS 942 CALL-UP (PLEASE UPDATE CITY/PROV/PC) xxx Nova Scotia B3J3C9 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1. 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications 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:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

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 Statement of Work, the Basis of Payment and any other annexes.

2. Summary

To establish a Regional Master Standing Offer for the supply and delivery of fluid milk, on an as and when requested basis, to any federal government department, agency or Crown Corporation listed in Schedules I, II, III of the Financial Administration Act, R.S.C. 1985, c. F-11 within the Province of Nova Scotia, except the Canadian Coast Guard College, Sydney, NS.

Frequent users of this SOA are HMCS ships based at Canadian Forces Base Halifax; Canadian Forces Base, Halifax Land Forces (Galleys); 14 Wing Greenwood; Camp Aldershot; and Fisheries & Oceans (including Transport) Dartmouth, NS.

Period of Standing Offer: From date of issue for a period of one year.

3. Debriefings

After issuance of a standing offer, 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.

PART 2 - OFFEROR INSTRUCTIONS

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 (2012-11-19) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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 on page 1 of the Request for Standing Offers.

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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 Nova Scotia.

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Section I: Technical Offer (n/a)

Section II: Financial Offer (one hard copy)

Section III: Certifications (one hard copy)

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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

n/a

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____

Master Card _____

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1. Technical Evaluation

Mandatory Technical Criteria as detailed in Annex "A " - Requirement

1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Evaluation

Evaluation of offer submissions will be based upon: the responsiveness of the submitted offerors; the pricing submitted upon Annex B; and in the event of equivalent pricing, the 'tie' will be resolved by using percent of the Nova Scotia market by offerer based on the milk used for production in Class 1 (fluid dairy products) for the 2011/2012 dairy year. It is the intent of the Crown to issue one Standing Offer to service each of the four identified destinations.

3. Basis of Selection

The basis of selection to determine which vendors will be issued a Standing Offer will be based on the following process.

(1) Offer submissions will be reviewed for responsiveness to the requirements identified in the solicitation. Those deemed responsive will be considered further.

(2) Financial evaluations of the pricing submitted in Annex B will be performed in sequence upon the three destinations to be serviced by offerors. The sequence for performing the financial evaluations will be: Evaluated Total - A (ETA) first, then Evaluated Total - B (ETB) and then Evaluated Total - C (ETC). The SOA values will correspond respectively to the following destinations:

Destination A:	Various HMCS Ship as Based at Canadian Forces Base Halifax, Nova Scotia; and all rural provincial requirements other than those defined below.	\$350,000.00
Destination B:	Canadian Forces Base Halifax Land Forces (Galley); Fisheries and Oceans (including Transport), Dartmouth and the Halifax Regional Municipality, Nova Scotia.	\$320,000.00
Destination C:	14 Wing Greenwood, Nova Scotia , Camp Aldershot and surrounding area	\$130,000.00

(3) The offeror with the lowest evaluated total pricing in each destination (ETA, ETB and ETC) will be recommended for issuance of a Standing Offer for the corresponding destination.

(4) In the event of equal low pricing within any destination between offerors after execution of para (3) above, the issuance of the Standing Offer will be directed to the vendor with the largest percent of the Nova Scotia market who has not yet already been evaluated to receive a Standing Offer. The sequence this will follow is again: ETA, ETB, and ETC. An assessment will be based upon the vendor with larger percent of the Nova Scotia market based on the milk used for production in Class 1 (fluid dairy products) for the 2011/2012 dairy year as recorded by the Nova Scotia Natural Product Marketing Council (NSNPMC). The offeror with the larger percent of the Nova Scotia market will be recommended for receipt of a Standing Offer. In the event of equal pricing, the evaluation will focus on issuing Standing Offers to vendors not already assessed to receive Standing Offers, working progressively through the % sequence identified from largest to smallest.

(5) In the event that there are still tied offers following the evaluation steps above, the Standing Offers for the remaining destination(s) will be issued to the vendor with larger percent of the Nova Scotia market as defined in (4) above.

Clarification: As an example, if 'tie' pricing exists between vendors offering ETB and ETC pricing, the evaluation will focus on the ETB destination first - and then the ETC destination. It is possible the evaluation results of the ETB destination could influence the evaluation of the ETC destination.

4. Destination Financial Evaluation

The financial evaluation will be completed for each individual destination identified in Annex B, Basis of Payment as follows:

- i) for items 1 through 28 (or 32) , the Estimated Annual Quantity (Column A) will be multiplied by the Unit Price (Column B) to calculate the Extended Total Price (Column C).
- ii) for item 29 (or 33), Miscellaneous Fluid Milk Items, the percentage (%) discount offered at the item description will be multiplied by the Estimated Annual Quantity (Column A) to calculate the Extended Total Price (Column C).
- iii) The aggregate of the extended totals (C1 through C29 or C33) for each destination will be used to calculate the Evaluated Total for each destination (ETA, ETB, and ETC).

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Issuance of a Standing Offer

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

2.1 Federal Contractors Program - Certification

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement

employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

Solicitation No. - N° de l'invitation

E6HAL-120011/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hal409

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E6HAL-12-0011

HAL-2-69286

Signature: _____ Date: _____

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

2.2 Standing Offers Reporting

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

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

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

The quarterly reporting periods are defined as follows:

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

The data must be submitted no later than 14 calendar days after the end of the reporting period.

3. Term of Standing Offer

3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of the standing offer for the period of one year.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Kathie Taylor
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
1713 Bedford Row
Halifax, NS B3J 1T3

Telephone: (902) 496-5510

Facsimile: (902) 496-5016

E-mail address: kathie.taylor@pwgsc.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.

4.2 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.

4.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

5. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are fully detailed in Annex A.

6. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or other PWGSC approved document.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000. (Goods and Services Tax or Harmonized Sales Tax included).

8. 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 (2012-11-19), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A - Goods (Medium Complexity); (2012-11-19),
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer (insert date of offer)_____.

10. Certifications

10.1 Compliance

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11. Applicable Laws

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

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.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

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

4. Payment

4.1 Basis of Payment

The contractor will be paid in accordance with Annex "B", Basis of Payment

4.2 Limitation of Price

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.

4.3 Payment by Credit Card

The following credit card is accepted: _____.

or

The following credit cards are accepted: _____ and _____.

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.

The original and one (1) copy must be forwarded to the consignee at the end of delivery and must reflect the standing offer price. The consignee will verify that all items shipped have been delivered and accepted. Invoices must include the order number, date, and applicable standing offer call-up number.

6. SACC Manual Clauses

B7500C	Excess Goods	2006-06-16
D0014C	Delivery of Fresh Chilled or Frozen Products	2007-11-30
C3601C	Price Adjustment - Milk	2010-01-11
G1005C	Insurance	2008-05-12

ANNEX "A" - REQUIREMENT

PART A

GENERAL REQUIREMENT

To supply and deliver Fluid Milk products, on an "as and when requested" basis, to any government department, agency or Crown Corporation listed in Schedules I, II, III, of the Financial Administration Act, R.S.C. 1985, c. F-11 within the assigned destination (Area of Coverage) in Province of Nova Scotia for a 12-month period.

Shelf Life: Require latest pack available. Outdated products shall not be accepted and will be refused.

SPECIAL INSTRUCTIONS:

- A) Fluid milk - date of pack/freshness: minimum 14 days "best before date" required for fresh fluid milk. ultra high temperature (uht) milk requires: "do not exceed 50% of shelf life" shown in item descriptions.
- B) Direct deliveries required to various customers as detailed herein.
- C) Invoicing instructions: statement/recaps to be submitted monthly - original copy to invoice section of ordering customer department, duplicate to consignees.

Invoices are to show total amount of each item delivered to each consignee point and the delivery slip number to which these refer.

MILK SPECIFICATION

All milk products will meet the delivery conditions and requirements of CGSB 32.165m ug 89. 20 litre containers shall use single trip dispensing type containers. All dairies are subject to inspection at anytime. Provincial or Municipal regulations, if of a higher standard than the applicable CGSB specification, shall apply. All containers must be labeled to show the following information: 1) name of dairy; 2) name of products; 3) unit size in ml or lt.; 4) date product pasteurized or best before date and uht items: a) 250 ml size supplied in tetra brick "sipping packs" with a straw and b) 1lt. size supplied in tetra brick "pull up and snip" type spout.

PRICING

- 1. Prices shall be quoted Delivery Duty Paid (DDP) to the location specified on form PWGSC 942, Call-up Against a Standing Offer, and include all delivery charges.
- 2. Prices per item are required, in accordance with standard marketing practices of the Dairy Marketing Board of Nova Scotia.

PART B - DEPARTMENT OF NATIONAL DEFENCE REQUIREMENTS

Part B applies to the Department of National Defence requirements only.

DELIVERY

1. Delivery times will be advised at time of ordering. For ships, the delivery window shall be plus or minus 30 minutes from the agreed delivery time. This is a critical requirement due to the scheduling of personnel and equipment required for receipt. Shore galleys will not invoke the delivery window, however their delivery is not to take place between the hours of 1130 to 1300, without prior authorization from the ordering office.

SERVICE LEVELS

1. **Normal Requirements:**
Delivery required within four working days. A working day is defined as between the hours of 0630 and 1500, Monday to Friday.
2. **Urgent Requirements**
Delivery required within two calendar days. A calendar day is defined as a 24-hour period immediately following the time of ordering.
3. **Emergency Requirements**
Delivery required within a maximum of 4 to 6 hours. An emergency requirement is foreseen, as the amount of product required to feed up to 250 people for 14 days.
4. **Major Storing**
Delivery required within 7 working days, major storing is defined, as the amount of product required to feed up to 250 people for 90 days.

PRIORITY OF DELIVERY

1. Delivery of orders placed shall be executed in the following order:
2. "Ready Duty Ship", as identified by the Food Acquisition Cell (FAC), is to receive their delivery at the time specified by the FAC, within the plus or minus 30-minute window. "Ready Duty Ship" takes precedence over all other delivery requirements unless specified otherwise by the FAC.
3. Orders placed by the FAC are to be delivered first, with the FAC outlining the order that delivery is to occur. The following ships are serviced by the FAC, but are not limited to:

HMCS ATHABASKAN
HMCS CHARLOTTETOWN
HMCS FREDRICKTON
HMCS HALIFAX
HMCS IROQUOIS
HMCS MONTREAL
HMCS PRESERVER
HMCS ST JOHN'S
HMCS TORONTO

HMCS VILLE DE QUEBEC
CFAV QUEST
N21 INTELLIGENCE MARITIME OPERATIONS CENTRE
VISITING WEST COAST HMCS SHIPS

4. Orders placed by the Maritime Operations Group Five (MOG 5) are to be delivered second, with the MOG 5 ordering office outlining the order that delivery is to occur. The following list of galley/ships are serviced by MOG 5 but are not limited to:

MOG 5 GALLEY
MCDV CHICOUTIMI
MCDV CORNERBROOK
MCDV GLACE BAY
MCDV GOOSE BAY
MCDV KINGSTON
MCDV MONCTON
MCDV SHAWINIGAN
MCDV SUMMERSIDE
MCDV WINDSOR
HMCS SCOTIAN
5. Orders placed by the Formation Food Services galleys are to be delivered after FAC and MOG5 orders are completed. Galleys belonging to Formation Food Services include, but are not limited to:

ATLANTIC GALLEY
JUNO TOWER GALLEY
WINDSOR PARK GALLEY
SHEARWATER GALLEY
DAMAGE CONTROL GALLEY
6. An option for vendors to deliver to Formation Food Services galleys between the hours of 0530 to 0700 is available; otherwise, the delivery schedule as outlined above is to be adhered to.
7. The Contracts Coordination Division must authorize any deviations to the above delivery instructions.
8. Ships/galleys may be added/deleted throughout the period of this standing offer.

PICK-UP ORDERS

Vendors must be able to facilitate the pick-up of orders by Department of National Defence (DND) vehicles at their premises if and when required.

CASE LOT PROVISIONS

It is mandatory that the vendor be willing to split cases at unit price versus case lot price, with no surcharge.

PACKAGING

1. Unless otherwise arranged at time of ordering, all orders over 20 cases will be palletized and wrapped. Vendor is to ensure that commodities are not mixed when delivered. Non-food commodities are not to be transported in the same vehicle at the same time that food products are carried. The vendor shall pick-up returnable pallets or shipping containers when empty, at a location designated by the Department of National Defence. Standard Commercial Packaging Practices or higher are to be followed.
2. Goods and material are to be shipped, packaged, and labeled in accordance with Federal and Provincial and/or Municipal transportation regulations or by laws in effect at the time the shipment is made.

RESTOCKING & OFFLOADING

DND may require the vendor's delivery representative to assist in the restocking and/or offloading of pallets during the delivery.

APPLICATION OF MARKINGS

Cases are to be marked with the month and year of pack and/or best before date, on one end of each case. Vendor's codes are not acceptable. If the vendor is unable to comply with the foregoing, a letter confirming month and year of pack must accompany shipment.

HYGIENE

All delivery vehicles must comply and maintain standards of hygiene in accordance with the Canadian Food Inspection Agency's (CFIA) Canadian Food Inspection System and the Food and Drug Act.

PRODUCT/PRICE LIST

1. Product/price lists are to be provided upon issuance of standing offer in Microsoft Excel 97-2003 compatible on 3-1/2 inch disk. Each disk to contain only "Fluid Milk Products".
2. An alternate method is to forward an electronic pricing copy to: N41Vendors@forces.gc.ca, which shall then be internally forwarded electronically to the various ordering offices.
3. Price disks or electronic pricing files shall be properly named and identify the vendor name (in brief), and the applicable dates pricing applies to.
Example: Vendor Name Produce Prices DD-MM-YY to DD-MM-YY.
4. The product price list shall contain the minimum following information in spreadsheet columns having columns properties as text with the exception of the price column, which shall be set as currency with 2 decimal places and the dollar sign symbol selected.
 - a) Food Acquisition Cell (FAC) product number, where applicable;
 - b) Suppliers product/stock number;
 - c) Description;
 - d) Unit of issue; and

- e) Price per unit of issue;
5. Spreadsheets shall have automatic update features, such as update Excel workbook, disabled prior to forwarding to the N41Vendors@forces.gc.ca site.
 6. Prices are to be valid from the start date in effect from the Natural Products Dairy Marketing Board, and remain in effect until the next Dairy Marketing board price change. The information contained on the price disk is to be only items requested in the standing offer. Price amendments are to be sent to the following addresses:
 1. Standing Offers Cell
Customer Services Division, Contracts Standing Offers
Building D206, Room 204, HMC Dockyard
Maritime Forces Atlantic
PO Box 99000 Station Forces
Halifax, NS B3K 5X5
N41Vendors@forces.gc.ca
 2. Fifth Maritime Operations Group
Food Services Department
Maritime Forces Atlantic, Bldg D165
PO Box 99000 Stn Forces
Halifax, Nova Scotia, B3K 5X5
(902) 427-3246
 3. Formation Food Services
Maritime Forces Atlantic, Bldg. S90
PO Box 99000, Stn Forces
Halifax, Nova Scotia, B3K 5X5
(902) 427-8598
 4. Food Services Squadron
Café Annapolis
PO Box 5000, Stn. Main
Building 207, 14 Wing Greenwood
Greenwood Nova Scotia, B0P 1N0
(902) 765-1494 ext 5280

INSTRUCTIONS TO SUPPLIER

1. High quality product and service as defined in Canadian Government Specification Board (CGSB) specifications and contained in call-ups PWGSC 942 form or Department of National Defence alternate form, will be required during the period of this standing offer. Failure to provide the level of quality of goods and services as defined herein more than three times over any 12-month period of the standing offer will result in the following:
 - a) Initial notice of failure to provide the level of service required will be verbal, confirmed in writing;
 - b) A second incident will result in a written notification requesting corrective action; and
 - c) For a third incident, the vendor will be advised that no further call-ups will be processed.

INVOICING

1. Three copies of the invoice shall be provided to the consignee at the time of delivery and must only reflect only the standing offer price, or the applicable miscellaneous catalogue item price. The consignee will verify that all items shipped have been delivered and accepted. Invoices must include the order number; date and applicable standing offer call-up number.
2. The invoice must reflect the correct standing offer price in effect at the time of delivery.
3. In the event of a credit, the invoice is to be clearly marked at time of delivery. Credit notes can either be issued by the delivery representative during a delivery of goods or by vendor's accounting office to the applicable ordering office, identify the order number involved.

ORDERING OFFICES

Primary ordering offices include but are not restricted to those listed below. During the term of the standing offer ordering offices may be added to or removed from this list.

1. Formation Logistics, CSO Division
Food Acquisition Cell
Maritime Forces Atlantic, Bldg. D206 Room 204, 2nd Floor
PO Box 99000, Stn Forces
Halifax, Nova Scotia, B3K 5X5
(902) 427-3478
2. Fifth Maritime Operations Group
Food Services Department
Maritime Forces Atlantic, Bldg. D165
PO Box 99000 Stn Forces
Halifax, Nova Scotia, B3K 5X5
(902) 427-3666 or 427-3246
3. Formation Food Services
Maritime Forces Atlantic, Bldg. S90
PO Box 99000, Stn Forces ,
Halifax, Nova Scotia, B3K 5X5
(902) 427-8598
4. Food Services Squadron
Café Annapolis
PO Box 5000, Stn. Main
Building 207, 14 Wing Greenwood
Greenwood Nova Scotia, B0P 1N0
(902) 765-1494 ext 5280

VENDOR'S PERFORMANCE

1. The Contracts Coordination Division will monitor the vendor's performance. Performance factors will include, but are not limited to:

-
- a) Ability to provide required quality;
 - b) Ability to provide items and quantity ordered;
 - C) Ability to deliver within required time frame;
 - d) Confirmation of receipt of order prior to delivery;
 - e) Approval in advance for any and all product substitutions;
 - f) Level of hygiene; and,
 - g) Quality of reports.
2. The Customer Services Division/Standing Offers cell will monitor the vendor's performance. Performance factors will include, but are not limited to:
- a) The ability to provide required items;
 - b) The ability to provide quantity ordered; and,
 - c) The ability to deliver within required time frame.
3. At anytime the performance is not satisfactory, documentation will be forwarded to Public Works and Government Services Canada, which may result in the standing offer being set aside.

FINANCIAL CODE

As shown on individual call-ups.

RESTOCKING BUY BACK

At any time during the period of a Standing Offer, any unused items, in the original packaging can be returned to the vendor for a full refund and without a restocking charge. The refund shall either be a credit against the acquisition card used at the time of purchase, or if by some other means, credit notes shall be issued for use against future purchases, or as otherwise specified.

DEPARTMENT OF NATIONAL DEFENCE SITE REGULATIONS

The Contractor must comply with all standing orders or other rules, instructions and directives in force on the site where the Work is performed. The following is a list of general site regulations, this is not an exhaustive list:

a) Hazardous Goods Instructions

The following clauses are not to be removed from the Standing Offer without the written authorization from the Staff Officer Hazardous Material (SOHM), Mr. Winston Manuel, 721-5492, Building S90 or his delegated representative.

- a) All spillage resulting from the Vendor's faulty equipment and/or methods of handling is to be cleaned up immediately to the satisfaction of the Staff Officer Hazardous Material (SOHM), Mr. Winston Manuel, or his delegated representative.
- b) The Vendor is required to have environmental liability insurance available to cover spills.

b) Security

The vendor agrees to follow procedures as laid out by Formation Security upon entering the confines of Maritime Forces Atlantic. Further to this, all vehicles owned or operated by the vendor may be subject to a search at any time, in accordance with standing regulations.

c) Safety

The Contractor shall not consume alcoholic beverages while performing the services requested, when located on Department of National Defence property.

d) Packaging/Shipping

Goods and material are to be shipped, packaged, and labeled in accordance with Federal, Provincial and/or Municipal transportation regulations or by laws in effect at the time the shipment is made.

e) Personal Protective Equipment

Vendor to ensure employees have all the required personal protective equipment to perform their duties and to ensure they have completed proper training in the wear, use and maintenance of the equipment when performing said duties on Department of National Defence property.

f) Smoking Policy

Where the performance of work requires the presence of the vendor's personnel on government premises, the vendor shall ensure that its personnel comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

g) Use of Cellular Telephones

Drivers of vendor's vehicles are to refrain from operating cellular telephones while vehicle is in motion on Department of National Defence property.

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HAL-2-69286

Buyer ID - Id de l'acheteur

ha1409

Client Ref. No. - N° de réf. du client

E6HAL-12-0011

CCC No./N° CCC - FMS No/ N° VME

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ANNEX “B” - BASIS OF PAYMENT

PRICING:

1. Pricing is to be FOB Destination, including all delivery charges.
2. Offerors may bid on any of the Destinations below.
3. Offerors must bid on all items per destination to be considered responsive.
4. Product Catalogue/Price List as detailed at Annex A is to be supplied to consigee upon issuance of Standing Offer.
5. Estimated annual quantities are for evaluation purposes only.

Destination A					
Various HMCS Ship as Based at Canadian Forces Base Halifax, Nova Scotia and rural provincial requirements other than those defined in other destinations.					
Item No.	Description	Unit of Issue	Est'd Annual Qty (A)	Unit Price (B)	Extended Total Price (C)
	WHOLE MILK				
1	Homo; Poly, 20 L	ea	\$		\$
2	Homo; Carton or Jug 1 L	ea	\$		\$
	PARTLY SKIMMED MILK				
3	2 %; Poly 20 L	ea	\$		\$
4	2% Boxed Poly 20 L	ea	\$		\$
5	2%; Carton or Jug 1 L	ea	\$		\$
6	1 or 2% Carton 500 ml	ea	\$		\$
7	1 or 2%; Carton 250 ml	ea	\$		\$
8	1% Poly 20 L	ea	\$		\$

Destination A					
Various HMCS Ship as Based at Canadian Forces Base Halifax, Nova Scotia and rural provincial requirements other than those defined in other destinations.					
Item No.	Description	Unit of Issue	Est'd Annual Qty (A)	Unit Price (B)	Extended Total Price (C)
9	1% Boxed Poly 20 L	ea		\$	\$
10	1%; Carton or Jug 2 L	ea		\$	\$
11	1% Carton or Jug 1L	ea		\$	\$
12	Milk, Milkers - 2%; Box of 160, Container 10 ml	bx.		\$	\$
	SKIM MILK				
13	Skim; Poly 20 L	ea		\$	\$
14	Skim; Boxed Poly 20 L	ea		\$	\$
15	Skim; Carton 2 L	ea		\$	\$
16	Skim; Carton 1 L	ea		\$	\$
17	Skim; Carton 500 ml	ea		\$	\$
18	Skim; Carton 250 ml	ea		\$	\$
	CHOCOLATE MILK				
19	1%; Poly 20 L	ea		\$	\$
20	1%; Boxed Poly, 20 L	ea		\$	\$
21	1 or 2%; Jug or Carton, 2 L	ea		\$	\$
22	1 or 2%; Jug or Carton 1 L	ea		\$	\$
23	1 or 2%; Carton 500 ml	ea		\$	\$
24	1 or 2%; Carton 250 ml	ea		\$	\$
	BLEND CREAM (10% - 17.9% BUTTERFAT)				
25	Milk, White - Blend 10%; Carton 1 L	ea		\$	\$
26	Milk, Milkers - 10%; Box of 160, Container 10 ml	bx		\$	\$
	COFFEE CREAM (18% - 34.9% Butterfat)				
27	Cream - 18%; Carton 1 L	ea		\$	\$
28	Cream - 18%; Carton 500 ML	ea		\$	\$

Destination A					
Various HMCS Ship as Based at Canadian Forces Base Halifax, Nova Scotia and rural provincial requirements other than those defined in other destinations.					
Item No.	Description	Unit of Issue	Est'd Annual Qty (A)	Unit Price (B)	Extended Total Price (C)
29	Creamers - 18%; Box of 160, Container 10 ml	bt		\$	\$
	WHIPPING CREAM (not less than 35 % Butterfat)				
30	Cream, Whipping; Carton 1 L	ea		\$	\$
31	Cream, Whipping; Carton 250 ml	ea		\$	\$
	BUTTERMILK				
32	Buttermilk; Carton 1 L	ea		\$	\$
	MISCELLANEOUS FLUID MILK ITEMS				
33	Listed in supplier product catalogue at prices indicated less a discount of _____% (A - discount % = extended total)	\$	\$5000		\$
	Evaluated Total A (ETA) - Aggregate extended totals (items C1-C33)				\$ _____

Destination B					
Canadian Forces Base Halifax Land Forces (Galleys); Fisheries and Oceans (including Transport), Dartmouth and the Halifax Regional Municipality, Nova Scotia.					
Item No.	Description	Unit of Issue	Est'd Annual Qty (A)	Unit Price (B)	Extended Total Price (C)
	WHOLE MILK				
1	Homo; Poly, 20 L	ea		\$	\$
2	Homo; Carton or Jug 1 L	ea		\$	\$
	PARTLY SKIMMED MILK				
3	2 %; Poly 20 L	ea		\$	\$
4	2 %; Carton or Jug 1 L	ea		\$	\$
5	1 or 2 %; Carton 500 ML	ea		\$	\$
6	1 or 2%; Carton 250 ML	ea			
7	1 % Poly 20 L	ea		\$	\$
8	1 %; Carton or Jug 2 L	ea		\$	\$
9	1 %; Carton or Jug 1 L				
10	Milk, Milkers - 2%; Box of 160, Container 10 ml	ea		\$	\$
	SKIM MILK				
11	Skim; Poly 20 L	ea		\$	\$
12	Skim; Carton or Jug 2 L	ea		\$	\$
13	Skim; Carton or Jug 1 L	ea		\$	\$
14	Skim; Carton 500 ML	ea		\$	\$
15	Skim; Carton 250 ML	ea		\$	\$
	CHOCOLATE MILK				
16	1%; Poly 20 L	ea		\$	\$
17	1 or 2 %; Carton or Jug, 2 L	ea		\$	\$
18	1 or 2 %; Carton or Jug, 1 L	ea		\$	\$
19	1 or 2 %; Carton 500 ML	ea		\$	\$
20	1 or 2 %; Carton 250 ML	ea		\$	\$

Destination B					
Canadian Forces Base Halifax Land Forces (Galleys); Fisheries and Oceans (including Transport), Dartmouth and the Halifax Regional Municipality, Nova Scotia.					
Item No.	Description	Unit of Issue	Est'd Annual Qty (A)	Unit Price (B)	Extended Total Price (C)
	BLEND CREAM (10% - 17.9% BUTTERFAT)				
21	Milk, White - Blend 10%; Carton 1 L	ea		\$	\$
22	Milk, Milkers-10 %; Box of 160, Container 10 ML	bx		\$	\$
	COFFEE CREAM (18% - 34.9% Butterfat)				
23	Cream - 18 %; Carton 1 L	ea		\$	\$
24	Cream - 18 %; Carton 500 ML	ea		\$	\$
25	Creamers - 18 %; Box 160, Container 10 ML	bx		\$	\$
	WHIPPING CREAM (not less than 35 % Butterfat)				
26	Cream, Whipping; Carton 1 L	ea		\$	\$
27	Cream, Whipping; Carton 250 ML	ea		\$	\$
	BUTTERMILK				
28	Buttermilk; Carton 1 L	ea		\$	\$
	MISCELLANEOUS FLUID MILK ITEMS				
29	LISTED IN SUPPLIER PRODUCT CATALOGUE AT PRICES INDICATED LESS A DISCOUNT OF ____%.	\$	\$5000	\$	\$
	(A - discount % = extended total)				
	Evaluated Total B (ETB) - Aggregate extended totals (items C1-C29)				\$ _____

Destination C					
14 Wing Greenwood, Nova Scotia; Camp Aldershot and surrounding area					
Item No.	Description	Unit of Issue	Est'd Annual Qty (A)	Unit Price (B)	Extended Total Price (C)
	WHOLE MILK				
1	Homo; Poly 20 L	ea		\$	\$
2	Homo; Carton or Jug 1 L	ea		\$	\$
	PARTLY SKIMMED MILK				
3	2%; Poly 20 L	ea		\$	\$
4	2%; Carton or Jug 1 L	ea		\$	\$
5	1 or 2%; Carton 500 ml	ea		\$	\$
6	1 or 2%; Carton 250 ml	ea		\$	\$
7	1%; Poly 20 L	ea		\$	\$
8	1%; Carton or Jug 2 L	ea		\$	\$
9	1%; Carton or Jug 1 L	ea		\$	\$
10	Milk, Milkers - 2%; Box of 160, Container 10 ml	ea		\$	\$
	SKIM MILK				
11	Skim; Poly 20 L	ea		\$	\$
12	Skim; Carton or Jug 2 L	ea		\$	\$
13	Skim; Carton or Jug 1 L	ea		\$	\$
14	Skim; Carton 500 ML	ea		\$	\$
15	Skim; Carton 250 ML	ea		\$	\$
	CHOCOLATE MILK				
16	1%; Poly 20 L	ea		\$	\$
17	1 or 2%; Jug or Carton 2 L	ea		\$	\$
18	1 or 2%; Jug or Carton 1 L	ea		\$	\$
19	1 or 2%; Carton 500 ML	ea		\$	\$
20	1 or 2%; Carton 250 ML	ea		\$	\$

Destination C					
14 Wing Greenwood, Nova Scotia; Camp Aldershot and surrounding area					
Item No.	Description	Unit of Issue	Est'd Annual Qty (A)	Unit Price (B)	Extended Total Price (C)
	BLEND CREAM (10% - 17.9% BUTTERFAT)				
21	Milk, White - Blend 10%; Carton 1 L	ea		\$	\$
22	Milk, Milkers - 10 %; Box of 160, Container 10 ML	bx		\$	\$
	COFFEE CREAM (18% - 34.9% Butterfat)				
23	Cream - 18%; Carton 1 L	ea		\$	\$
24	Cream - 18%; Carton 500 ML	ea		\$	\$
25	Creamers - 18 %; Box 160, Container 10 ML	bx		\$	\$
	WHIPPING CREAM (not less than 35 % Butterfat)				
26	Cream, Whipping; Carton 1 L	ea		\$	\$
27	Cream, Whipping; Carton 250 ML	ea		\$	\$
	BUTTERMILK				
28	Buttermilk; Carton 1 L	ea		\$	\$
	MISCELLANEOUS FLUID MILK ITEMS				
29	LISTED IN SUPPLIER PRODUCT CATALOGUE AT PRICES INDICATED LESS A DISCOUNT OF ____%.	\$	\$1000		\$
	(A - discount % = extended total)				
	Evaluated Total C (ETC) - Aggregate extended totals (items C1-C29)				\$ _____

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ANNEX C USAGE REPORTS

PRODUCT USAGE REPORT

COMPANY NAME:			
STANDING OFFER #:			
DESTINATION (A-C):			
PERIOD OF REPORT:			
ITEM NUMBER	DESCRIPTION	UNIT OF ISSUE	TOTAL USAGE TO DATE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24 (Misc.)			

Send report to: kathie.taylor@pwgsc.gc.ca or fax to: (902) 496-5016

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ANNEX C USAGE REPORTS

PRODUCT USAGE REPORT

COMPANY NAME:			
STANDING OFFER #:			
DESTINATION (A-D):			
PERIOD OF REPORT:			
ITEM NUMBER	DESCRIPTION	UNIT OF ISSUE	TOTAL USAGE TO DATE
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24 (Misc.)			

Send report to: kathie.taylor@pwgsc.gc.ca or fax to: (902) 496-5016