

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> DAIRY	
<b>Solicitation No. - N° de l'invitation</b> W0113-11J111/A	<b>Date</b> 2012-05-01
<b>Client Reference No. - N° de référence du client</b> W0113-11J111	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-033-5917
<b>File No. - N° de dossier</b> TOR-1-34575 (033)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-05-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Martin, Lesley	<b>Buyer Id - Id de l'acheteur</b> tor033
<b>Telephone No. - N° de téléphone</b> (905)615-2076 ( )	<b>FAX No. - N° de FAX</b> (905)615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFB BORDEN 675 DIEPPE RD - BLDG P-144 BORDEN Ontario L0M1C0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

---

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings
4. Canadian General Standards Board - Standards

### PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws

### PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Certifications Precedent to Issuance of a Standing Offer

### PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

1. Offer
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Procedures
8. Call-up Instrument
9. Limitation of Call-ups
10. Financial Limitation
11. Priority of Documents
12. Certifications
13. Applicable Laws

#### B. RESULTING CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. Insurance
7. SACC Manual Clauses

List of Annexes:

Annex A - Requirement

Annex B - Basis of Payment  
 Annex C - Quarterly Reporting Form  
 Annex D - Financial Evaluation

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

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

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

The Annexes include the Requirement, Basis of Payment, Quarterly Reporting Form and Financial Evaluation.

### **2. Summary**

- i. This standing offer is required by DND for the supply and delivery of dairy products, such as: milk, milk products and cheese.
- ii. The requirement is for the Department of National Defence, Canadian Forces Base (CFB) Borden and 25 Service Battalion in Toronto.
- iii. The period of the Standing Offer is from June 1, 2012 to May 31, 2013.
- iv. The estimated dollar value for a one year period is \$942,000.00 including GST/HST

### **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.

### **4. Canadian General Standards Board - Standards**

A copy of the CGSB 32-PG-164B referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

Fax: (819) 956-5740

E-mail: [ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca)

CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/cgsb/home/index-e.htm>

## **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 and Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) *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 (2012-03-02) 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 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 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 Ontario.

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**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copies)

Section III: Certifications (1 hard 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 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

(<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 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**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Offer**

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

#### 1.1.1 Mandatory Technical Criteria

Item #	Mandatory Criteria
1	The Offeror must have a minimum 7 years in institutional food service supply chain experience within the last 15 years providing services similar to Annex A - Statement of Work.  The Offeror must provide documentation outlining their experience
2	The Offeror must have a minimum annual sales record of \$2,000,000.00  The Offeror must provide documentation outlining their annual sales record
3	The Offeror must provide documentation outlining their stock rotation and HACCP standards.
4	The Offeror must provide documentation in the form of a detailed plan that addresses each of the items listed below:  a. Partial case lots b. Low shipping volume c. Holiday non delivery periods d. Priority items

## 1.2 Financial Evaluation

### 1.2.1 Mandatory Financial Criteria

The Offeror must complete and submit with its offer, Annex B - Basis of Payment, in Canadian funds. Pricing must be provided for all line items and a % amount for B. Special Orders

Bids will be evaluated based on the prices detailed in Annex B - Basis of Payment. The prices detailed in Annex B - Basis of Payment will be input into Annex D - Financial Evaluation for price evaluation purposes

The price used in the evaluation will be the Total Evaluated Cost which is calculated as follows:

Total Evaluated Cost is the sum of Firm Extended Price.

Firm Extended price is the Estimated Quantity multiplied by the Firm Unit Price

### 1.2.2 SACC Manual Clause

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

### 1.2.3 Pack or Unit Size

If a requested size is no longer available, it is up to the offeror to contact the Contracting Authority no later than seven (7) calendar days prior to the closing date with a proposed alternative size.

Where changes to pack or unit size are proposed the following must be met:

- a. The proposed change is necessary because the original pack size specified is unavailable in the industry; and
- b. The new proposed size reflects the next size up or down (from the original size specified) that is available in the industry; and
- c. There is less than a 15% difference between the original size specified and the proposed alternative size.

Any changes to the product pack and or size will be made by the Contracting Authority through an amendment to the Request for Standing Offer document. The offeror can not substitute sizes in their offer that have not been approved.

#### **1.2.4 Replacement Brand**

If the Offeror is not able to provide a requested brand, it is up to the offeror to contact the Contracting Authority no later than seven (7) calendar days prior to the closing date with a proposed alternative brand.

The alternative brand will be reviewed and determined if acceptable.

Any changes to the brand will be made by the Contracting Authority through an amendment to the Request for Standing Offer document. The offeror can not substitute brands in their offer that have not been approved.

#### **1.2.5 Mandatory Items**

If the Offeror is not able to provide a requested item, it is up to the offeror to contact the Contracting Authority no later than seven (7) calendar days prior to the closing date and inform the Contracting Authority of the item(s) that can not be offered.

The item(s) will be reviewed and determined if it/they can be purchased by other means and removed from the list.

Any changes to the list will be made by the Contracting Authority through an amendment to the Request for Standing Offer document.

## **2. Basis of Selection**

- 2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer

## **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. 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.

## 1.1 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 contract award. If the Bidder, or, if the Bidder 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 award of the Contract.

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 bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder 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 Bidder 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 Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder 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 the 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

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER



**1. Offer**

**1.1** 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 \_  
(<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) *Manual issued by Public Works and Government Services Canada.*

**2.1 General Conditions**

2005 (2012-03-02) 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 "C". 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: June 1 to August 31;  
2nd quarter: September 1 to November 30;  
3rd quarter: December 1 to February 28;  
4th quarter: March 1 to May 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

**3. Term of Standing Offer****3.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from June 1, 2012 to May 31, 2013

**4. Authorities****4.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Lesley Martin  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 33 City Centre Drive, Suite 480C  
Mississauga, Ontario  
L5B 2N5

Telephone: 905-615-2076

Facsimile: 905-615-2060

E-mail address: Lesley.Martin2@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 the following:

- a. Rations and Quarters Support Services
- b. Regional Cadet Service Unit
- c. Cadet Training Center
- d. Blackdown
- e. FS Cadre
- f. 25 Service Battalion

#### **6. Call-up Procedures**

The Identified User must create a Call-up against a Standing Offer using form PWGSC-TPSGC 942 or Unitrak Purchase Order for the required goods.

The Identified User must fax or email the document to the Standing Offer holder.

The Offeror must acknowledge receipt of the call-up within four (4) hours of receiving the call-up.

#### **7. 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 Unitrak Purchase Order.

#### **8. 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).

#### **9. Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$942,000.00 (Goods and Services Tax or Harmonized Sales Tax 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 three (3) 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.

## 10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Quarterly Reporting Form;
- h) the Offeror's offer \_\_\_\_\_

## 11. Certifications

### 11.1 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.

## 12. Applicable Laws

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

## 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. Requirement

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16. Interest on Overdue Accounts, of 2010A (2012-03-02) General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### **3. Term of Contract**

#### **3.1 Delivery Date**

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

### **4. Payment**

#### **4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B, Basis of Payment for a cost of \$(amount inserted at call-up). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

#### **4.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

#### **4.3 Single Payment**

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

#### **4.4 Payment by Credit Card**

The following credit card is accepted: \_\_\_\_\_.

OR

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### **5. Invoicing Instructions**

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

The following must be followed when submitting invoices:

- a. The invoices must be in sequence with the table in Annex B - Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, sub total, GST/HST and total.
- b. The invoice must identify the consignee address where the goods were delivered
- c. Each call-up and consignee point must be invoiced separately
- d. Invoices must be colour printed

**2. Invoices must be distributed as follows:**

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

**6. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

**7. SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations  
B7500C (2006-06-16) Excess Goods  
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D3007C (2007-11-30) Inspection and Stamping

---

## **ANNEX A REQUIREMENT**

### **1. Requirement**

To Supply and deliver dairy products, as specified in Annex "B", to the Department of National Defence (DND), to various locations of Rations and Quarters Support Services (R&QSS), the Regional Cadet Service Unit (RCSU), Cadet Training Center (CTC) Blackdown, and FS Cadre at Canadian Forces Base (CFB) Borden in Borden, Ontario, and 25 Service Battalion located in Toronto on an "as and when requested" basis.

All goods supplied must be in accordance with the latest issue of the relevant specification Canadian General Standard Board 32-GP-184B.

### **2. Delivery**

Delivery must be made within two (2) calendar days from receipt of a Call-Up document.

Deliveries must be made directly to the location detailed in the Call-Up (ie. directly to the appropriate facility).

The Offer must make deliveries to all delivery locations listed above and must deliver the goods to the building listed on the call-up.

Delivery days must be made on Monday, Wednesday or Friday between the hours of 06:00 and 08:00 hours.

The best before date must be a minimum of seven to ten (7-10) calendar days after the delivery date.

Emergency Deliveries must be made within twenty-four (24) hrs of a Call-Up request.

Deliveries are not to be back ordered. Any discrepancies must be communicated to the individual who issued the call-up.

There is no minimum shipment due to limited storage areas.

The offeror must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance

The Offeror must replace any rejected item within twenty-four hrs of notification of rejection.

All containers must be clearly marked to show Offeror / supplier's name and address, identification of contents, net weight and/or quantity, storage instructions and/or special instructions.

Containers such as cartons or trays in which products are delivered may be considered returnable by the Offeror. Such containers, although not accountable, are to be returned at the request of the Offeror.

The Offeror must use every effort to utilize environmentally friendly packaging to include recycled palates, cartons and trays.

### **3. Delivery Locations**

---

Facility Name	Civic Address	BLDG #
Junior Ranks Kitchen	18 Lancaster Street	A-153
Junior Ranks Kitchen	52 Korea Road	T-116
Officers Kitchen	32 Caem Circle	P-160
FS Cadre	25 Anson Road	S-149
400 Tactical Helicopter Sqn	60 Mitchell Street	
R(C)SU Centre, CTC Blackdown	25 Command Road	BP-81
25 Service Battalion	DND Denison Bldgs, 1 Yukon Lane, Toronto, On	

Buildings within Borden or Toronto may be added or deleted during the Standing Offer Period.

## ANNEX B BASIS OF PAYMENT

Firm unit prices in Canadian funds including Canadian customs duties, excise taxes, and F.O.B. Destination. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable

### A. Standard Inventory Products

Prices stated in Annex B are firm for the period of the Standing Offer.

Pricing updates/revisions will only be reviewed when minimum wholesale prices for milk established by Provincial Legislation change.

Any and all requests for pricing updates/revisions must be forwarded to the Contracting Authority for review and approval.

Updates will require a minimum of two weeks notice to allow consideration for any changes and the changes to be implemented.

### B. Special Orders

Product(s) ordered by DND which are not included in Table 1 below will be charged in accordance with the Offeror's master price list, less a discount of \_\_\_\_%. The Offeror must provide the master price list at time of Standing Offer award.

The total limitation of expenditure for all Special Orders is \$188,400.00 **(including GST/HST)**

**Table 1: Standard Inventory Products**

Item	Product / Item Description	Brand	Case Description	Firm Unit Price
1	BEVERAGE, SOYA		1 X 1.89 L	\$
2	BEVERAGE, SOYA, CHOCOLATE		1 X 1.89 L	\$
3	CREAM, 10 % MF, 1 L		1 X 1 L	\$
4	CREAM, 10 % MF, INDIVIDUAL		160 X 14 g	\$
5	CREAM, 35 % MF, 1 L		1 X 1 L	\$
6	CREAM, FRENCH VANILLA		6 X 425 mL	\$
7	CREAM, HAZELNUT		6 X 425 mL	\$
8	CREAM, IRISH CREAM		6 X 425 mL	\$
9	MILK, CHOCOLATE, 2%, 10 L		1 X 10 L	\$
10	MILK, CHOCOLATE, 2%, 20 L		1 X 20 L	\$
11	MILK, CHOCOLATE, 2%, 250 ML		48 X 250 mL	\$
12	MILK, WHITE, 1%, LACTOSE FREE		1 X 1.89 L	\$
13	MILK, WHITE, 2%, 10 L		1 X 10 L	\$
14	MILK, WHITE, 2%, 20 L		1 X 20 L	\$
15	MILK, WHITE, 2%, 250 ML		48 X 250 mL	\$
16	MILK, WHITE, SKIM, 10 L		1 X 10 L	\$
17	MILK, WHITE, SKIM, 20 L		1 X 20 L	\$
18	SOUR CREAM		1 X 3.5 L	\$



W0113-11J111/A

tor033

W0113-11J111

TOR-1-34575

19	YOGURT, ASS'TED FLAVOURS, SUGAR-FREE, IND.		16 X 100 g	\$
20	YOGURT, PEACH, INDIVIDUAL		12 X 150 g	\$
21	YOGURT, PLAIN		1 x 750 g	\$
22	YOGURT, RASPBERRY, INDIVIDUAL		12 X 150 g	\$
23	YOGURT, STRAWBERRY, FAT FREE, INDIVIDUAL		4 X 100 mL	\$
24	YOGURT, VANILLA		12 X 150 g	\$
25	CHEESE, MOZZARELLA, 25% MF, SHREDDED		2 x 2.2 kg	\$
26	CHEESE, HAVARTI		1 x 4.3 kg	\$
27	CHEESE, CREAM	Philadelphia	6 x 1.5 kg	\$
28	CHEESE, PROVOLONE		1 x 3 kg	\$
29	CHEESE, SWISS		1 x 3 kg avg	\$
30	CHEESE, BLUE, DANISH		1 x 3 kg Avg	\$
31	CHEESE, GOUDA, INDIVIDUAL		100 X 21 g	\$
32	CHEESE, CHEDDAR, COLOURED, MEDIUM, IND.		100 x 21 g	\$
33	CHEEZ WHIZ, INDIVIDUAL	Kraft	200 x 18 mL	\$
34	CHEESE, CHEDDAR, WHITE, OLD, INDIVIDUAL		100 x 21gram	\$
35	CHEESE CURDS		8 x 2 kg	\$
36	CHEESE, CREAM, HERB AND GARLIC, INDIVIDUAL	Philadelphia	120 x 26 g	\$
37	CHEESE, GOAT		2 x 1 kg	\$
38	CHEESE, HAVARTI, JALAPENO		1 x 4.3 kg	\$
39	CHEESE, CHEDDAR & MOZZARELLA, SHREDDED		4 x 2.5 kg	\$
40	CHEESE, OKA	Oka	1 x 2.5 kg Avg	\$
41	CHEESE, CAMBOZOLA		1 x 2 kg Avg	\$
42	CHEESE, CHEDDAR, MARBLED, INDIVIDUAL		100 x 21gram	\$
43	CHEESE, CHEDDAR, COLOR'D, MED., SHREDDED		2 x 2.5 kg	\$
44	CHEESE, MONTEREY JACK, SHREDDED		2 x 3 kg	\$
45	CHEESE, MONTEREY JACK, JALEPENO, SLICED		12 x 250 g	\$
46	CHEESE, BRIE		1 X 1 kg	\$
47	CHEESE, SWISS, SLICES		2 X 2 kg	\$
48	CHEESE, CREAM, STRAWBERRY, LIGHT	Philadelphia	120 x 26 g	\$
49	CHEESE, COTTAGE, 1 %		1 X 500 g	\$

Solicitation No. - N° de l'invitation

W0113-11J111/A

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

W0113-11J111

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-1-34575

Buyer ID - Id de l'acheteur

tor033

CCC No./N° CCC - FMS No/ N° VME

---

**ANNEX C  
QUARTERLY REPORTING FORM**

Standing Offer No.	Start Date of SO dd/mm/yyyy	End Date of SO dd/mm/yyyy
Total Value to Date \$	Total Value for Report Period \$	Start Date - End Date dd/mm/yyyy-dd/mm/yyyy

Invoice Number	Date of Call-up	Total Value of Call-Up

## ANNEX D FINANCIAL EVALUATION

For evaluation purposes, a bid price analysis will be performed using firm unit prices from Annex B - Basis of payment and estimated quantities. The estimated quantities are used as a guideline for evaluation purposes and are not a guarantee of actual usage.

Item	Product / Item Description	Case Description	U of M	Estimated Quantity	Firm Unit Price	Firm Extended Price
1	BEVERAGE, SOYA	1 X 1.89 L	EACH	682	\$	\$
2	BEVERAGE, SOYA, CHOCOLATE	1 X 1.89 L	EACH	408	\$	\$
3	CREAM, 10 % MF, 1 L	1 X 1 L	EACH	860	\$	\$
4	CREAM, 10 % MF, INDIVIDUAL	160 X 14 g	CASE	282	\$	\$
5	CREAM, 35 % MF, 1 L	1 X 1 L	EACH	568	\$	\$
6	CREAM, FRENCH VANILLA	6 X 425 mL	CASE	352	\$	\$
7	CREAM, HAZELNUT	6 X 425 mL	CASE	156	\$	\$
8	CREAM, IRISH CREAM	6 X 425 mL	CASE	168	\$	\$
9	MILK, CHOCOLATE, 2%, 10 L	1 X 10 L	EACH	1,440	\$	\$
10	MILK, CHOCOLATE, 2%, 20 L	1 X 20 L	EACH	720	\$	\$
11	MILK, CHOCOLATE, 2%, 250 ML	48 X 250 mL	CASE	270	\$	\$
12	MILK, WHITE, 1%, LACTOSE FREE	1 X 1.89 L	EACH	362	\$	\$
13	MILK, WHITE, 2%, 10 L	1 X 10 L	EACH	1,234	\$	\$
14	MILK, WHITE, 2%, 20 L	1 X 20 L	EACH	617	\$	\$
15	MILK, WHITE, 2%, 250 ML	48 X 250 mL	CASE	458	\$	\$
16	MILK, WHITE, SKIM, 10 L	1 X 10 L	EACH	720	\$	\$
17	MILK, WHITE, SKIM, 20 L	1 X 20 L	EACH	360	\$	\$
18	SOUR CREAM	1 X 3.5 L	EACH	368	\$	\$
19	YOGURT,	16 X 100 g	CASE	3,524	\$	\$

W0113-11J111/A

tor033

W0113-11J111

TOR-1-34575

	ASS'TED FLAVOURS, SUGAR-FREE, IND.					
20	YOGURT, PEACH, INDIVIDUAL	12 X 150 g	CASE	655	\$	\$
21	YOGURT, PLAIN	1 x 750 g	EACH	177	\$	\$
22	YOGURT, RASPBERRY, INDIVIDUAL	12 X 150 g	CASE	547	\$	\$
23	YOGURT, STRAWBERRY, FAT FREE, INDIVIDUAL	4 X 100 mL	CASE	802	\$	\$
24	YOGURT, VANILLA	12 X 150 g	CASE	491	\$	\$
25	CHEESE, MOZZARELLA, 25% MF, SHREDDED	2 x 2.2 kg	CASE	93	\$	\$
26	CHEESE, HAVARTI	1 x 4.3 kg	EACH	65	\$	\$
27	CHEESE, CREAM	6 x 1.5 kg	CASE	8	\$	\$
28	CHEESE, PROVOLONE	1 x 3 kg	EACH	112	\$	\$
29	CHEESE, SWISS	1 x 3 kg avg	EACH	70	\$	\$
30	CHEESE, BLUE, DANISH	1 x 3 kg Avg	EACH	8	\$	\$
31	CHEESE, GOUDA, INDIVIDUAL	100 X 21 g	CASE	56	\$	\$
32	CHEESE, CHEDDAR, COLOURED, MEDIUM, IND.	100 x 21 g	CASE	68	\$	\$
33	CHEEZ WHIZ, INDIVIDUAL	200 x 18 mL	CASE	85	\$	\$
34	CHEESE, CHEDDAR, WHITE, OLD, INDIVIDUAL	100 x 21gram	CASE	15	\$	\$
35	CHEESE CURDS	8 x 2 kg	CASE	18	\$	\$
36	CHEESE, CREAM, HERB AND GARLIC, INDIVIDUAL	120 x 26 g	CASE	20	\$	\$
37	CHEESE, GOAT	2 x 1 kg	CASE	4	\$	\$
38	CHEESE, HAVARTI, JALAPENO	1 x 4.3 kg	EACH	100	\$	\$
39	CHEESE,	4 x 2.5 kg	CASE	72	\$	\$

W0113-11J111/A

tor033

W0113-11J111

TOR-1-34575

	CHEDDAR & MOZZARELLA, SHREDDED					
40	CHEESE, OKA	1 x 2.5 kg Avg	EACH	6	\$	\$
41	CHEESE, CAMBOZOLA	1 x 2 kg Avg	EACH	5	\$	\$
42	CHEESE, CHEDDAR, MARBLED, INDIVIDUAL	100 x 21gram	CASE	63	\$	\$
43	CHEESE, CHEDDAR, COLOR'D, MED., SHREDDED	2 x 2.5 kg	CASE	83	\$	\$
44	CHEESE, MONTEREY JACK, SHREDDED	2 x 3 kg	CASE	38	\$	\$
45	CHEESE, MONTEREY  JACK, JALEPENNO, SLICED	12 x 250 g	CASE	23	\$	\$
46	CHEESE, BRIE	1 X 1 kg	EACH	4	\$	\$
47	CHEESE, SWISS, SLICES	2 X 2 kg	CASE	64	\$	\$
48	CHEESE, CREAM, STRAWBERRY, LIGHT	120 x 26 g	CASE	8	\$	\$
49	CHEESE, COTTAGE, 1 %	1 X 500 g	EACH	2,566	\$	\$

Total Evaluated Cost \$ \_\_\_\_\_