

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**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  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Food - Milk and Dairy Products	
<b>Solicitation No. - N° de l'invitation</b> EW479-133077/A	<b>Date</b> 2013-02-06
<b>Client Reference No. - N° de référence du client</b> DND	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-005-9721
<b>File No. - N° de dossier</b> EDM-2-35412 (005)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-02-22</b>	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Evans, Nicki	<b>Buyer Id - Id de l'acheteur</b> edm005
<b>Telephone No. - N° de téléphone</b> (780)863-6306 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TELUS PLAZA N.5TH FL. 10025 JASPER AVE EDMONTON Alberta T5J1S6 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 Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **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, the security requirement, if applicable, and the basis of selection;
- Part 5: Certifications: includes the certifications to be provided;
- Part 6A: includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; and
- Part 6B: 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 and the Periodic Usage Report - Standing Offers.

### **2. Summary**

Regional Individual Standing Offer (RISO) for the supply, delivery and off-loading of Milk and Dairy products to the Department of National Defence, Edmonton Garrison, Wainwright and 4 Wing Cold Lake, on an "as required" basis during the period estimated from March 1, 2013 to February 28, 2014 inclusive.

- 2.1** Pursuant to section 01 of Standard Instructions 2006 and 2007, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

- 2.2** The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

### **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.

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## 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*** <http://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).

- 1.1 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.

#### 1.2 SACC Manual Clauses

B3000T (2006-06-16) Equivalent Products  
M0019T (2007-05-25) Firm Price and/or Rates

### 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.

Once the Offer has been completed and submitted by facsimile or mail to the Bid Receiving Unit, a **COPY** of the Working document (Excel File) should be sent, by e-mail, to the following address:

**WST.EDMFood@pwgsc.gc.ca**

### 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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.

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Buyer ID - Id de l'acheteur

edm005

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

DND

CCC No./N° CCC - FMS No/ N° VME

EDM-2-35412

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#### **4. Applicable Laws**

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

Section I	Financial Offer (1 hard copy) and (1 soft copy, excel file, by e-mail)
Section II	Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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, 1dotangs or binders.

#### 1.1 Section I Financial Offer

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

### 1.1.2 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.

## 1.2 Section II Certifications

- 1.2.1 Offerors must submit the certifications required under Part 5.

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## **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.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

### **1.1 Mandatory Criteria**

- 1.1.1** Offerors must have the ability to perform the full scope of work as described in Annex "A" Requirement;
- 1.1.2** Offerors may submit an offer in response to the product list(s) of their choice, however Offerors must provide pricing for a minimum of ninety percent (90%) of the line items contained in the product list(s) chosen, equating to ten percent (10%) allowable omissions.

### **1.2 Financial Evaluation**

- 1.2.1** The price of the offer will be evaluated in Canadian dollars, F.O.B., destination, including all ecology fees, deposits, delivery, offloading and fuel charges, Canadian customs duties and excise tax included and the Goods and Services Tax or the Harmonized Sales Tax are excluded. Additional surcharges will not be acceptable.
- 1.2.2** For each locations/product lists and periods, the total overall Offer price will be calculated as follows:
  - (a) Each firm unit price will be multiplied by the applicable estimated quantity for the individual line item to obtain an extended total line item price;
  - (b) If both the hard copy and the electronic version of the financial offer are received by PWGSC prior to the close date and time, the electronic version of the financial offer only, will be used to conduct the evaluation and will take precedence;
  - (c) In the event that an offeror does not provide a price for all line items, or provides a price for a substituted line item not duly incorporated in an amendment, or the value is not legible, or the value submitted does not permit conversion to the requested format, PWGSC will for assessment purposes only, eliminate impacted line items from the evaluation process. Impacted line items must not exceed the percentage of allowable omissions as per Part 4, 1.1.2. Should the number of impacted line items exceed the percentage of allowable omissions, the offer will be considered non-compliant and no further consideration will be given; and
  - (d) The extended total line item prices will be added together to reach an evaluated total Offer price.

### **1.3 SACC Manual Clauses**

C9000T (2010-08-16) Pricing

## **2. Basis of Selection**

**2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory evaluation criteria to be declared responsive.

- (a) Impacted line items within the allowable number of omissions as per Part 4, 1.1.2, will be clarified and rectified as follows:
  - i. Line items containing unit price errors will not form part of the Standing Offer unless honoured by the Offeror.
  - ii. If not honoured and there is a provision for multiple Standing Offers, the next lowest Standing Offer would retain the line item;
- (b) The responsive offer with the lowest evaluated price will be recommended for issuance of a Standing Offer.

## **2.2 Standing Offers**

The RFSO will allow for the possibility of awarding one (1) Standing Offer.

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## 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. **Mandatory Certifications Precedent to Issuance of a Standing Offer**

#### 1.1 **Code of Conduct and Certifications - Related documentation**

- 1.1.1 By submitting an offer, the Offeror certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting an offer, the Offeror certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Offeror, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any offer in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Offeror and any of the Offeror' affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the entire period of the Standing Offer and any call-ups made against the Standing Offer.

Offerors who are incorporated, including those submitting offers as a joint venture, must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Offerors submitting offers as sole proprietorship, including those submitting offers as a joint venture, must provide the name of the owner with their offer or promptly thereafter. Offerors submitting offers as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply will render the offer non-responsive. Providing the required names is a mandatory requirement for issuance of a standing offer and award of a contract.

Canada may, at any time, request that an Offeror provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>)

for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the offer being declared non-responsive.

## 2. Additional 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

**2.1.1** 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.

**2.1.2** 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.

**2.1.3** 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.

## **2.2 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.

## **2.3 SACC Manual Clauses**

A3050T (2010-01-11) Canadian Content Definition

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## 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 Manual*

(<http://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 Periodic Usage Reports - Standing Offers

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 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.

Suggested 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 to the Standing Offer Authority no later than 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 estimated from March 1, 2013 to February 28, 2014.

**4. Authorities**

**4.1 Standing Offer Authority**

The Standing Offer Authority is:

Nicki Evans  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Western Region  
5th Floor Telus Plaza North  
10025 Jasper Avenue  
Edmonton, Alberta T5J 1S6

Telephone : (780) 863-6306  
Facsimile: (780) 497-3510  
E-mail Address: nicki.evans@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.

**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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

**4.3 Offeror's Representative (to be completed by Supplier)**

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: *(will be entered at issuance of Standing Offer)* .

**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 an electronic version.

**7. Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$40,000.00, Goods and Services Tax or Harmonized Sales Tax included

**7.1 Minimum Individual Call-Up Limit**

The majority of individual call-ups against this Standing Offer will total a minimum of \$200.00 (Goods and Services Tax included).

**7.2 Delivery Call-Up Information****(a) When a Call-Up of \$200.00 or more is issued:**

All orders are F.O.B. Destination including all delivery and off-loading charges unless otherwise specified at time of the call-up.

**(b) When a Call-Up of less than \$200.00 is issued:**

Transportation charges shall be prepaid and charged as a separate item on the invoice at the Offeror's cost and discretion if the delivery location (F.O.B. Point) is outside of the Offeror's normal delivery area. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee.

**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 - Good or Services;
- d. the general conditions 2010A (2012-11-19), General Conditions Goods (Medium Complexity);
- e. Annex "A" - Requirement;
- f. Annex "B" - Working Document - Basis of Payment;
- g. Annex "C" - Periodic Usage Reports - Standing Offers; and
- h. The Offeror's offer dated \_\_\_\_\_.

**9. Certifications****9.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

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Buyer ID - Id de l'acheteur

edm005

CCC No./N° CCC - FMS No/ N° VME

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**9.2 SACC Manual Clause**

M3000C (2006-08-15) Price Lists

**10. Applicable Laws**

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

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**B. RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

**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 (2012-11-19), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts, of 2010A (2012-11-19) General Conditions, Goods (Medium Complexity), will not apply to payments made by credit cards at point of sale.

**2.2 SACC Manual Clauses**

A9006C (2012-07-16) Defence Contract

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

**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 a firm price, as specified in the 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.

**4.1.2 Price Adjustment - Milk and Dairy**

The prices detailed in the Standing Offer are subject to adjustment to reflect the actual minimum wholesale prices for milk, established by the provincial milk marketing board. The Offeror must provide notification of price adjustment to the Standing Offer Authority, and supporting documentation from the applicable commission.

The Standing Offer will be amended at time of notification, to reflect the adjustment and effective date, or actual price in effect at time of notification, whichever is the latter. The Offeror must not invoice at prices other than those specified in the Standing Offer.

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

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

#### **4.3 Method of 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**

**5.1** 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.

#### **5.2 Requirements Pertaining to Invoicing:**

A bill of lading and a computerized invoice in three (3) copies, "one original and two copies", must be provided to the consignee at time of each delivery. Hand written invoices will not be accepted. The Consignee's delivery representative will verify with the Offeror's representative, that all items shipped have been received using the bill of lading provided by the Offeror.

The Offeror must only charge for the items delivered and accepted. The Offeror is to ensure that a request for credit receipt is issued at time of delivery for all items that are not accepted by the consignee's representative at time of delivery. The Offeror agrees to provide the consignee with a detailed credit receipt within four (4) working days from delivery for all items that the consignee and the Offeror agree have been shorted or damaged prior to or during delivery. Invoices will not be forwarded for payment until the Offeror provides the Consignee with an approved credit receipt.

Invoices must contain the following information:

Attn: Name of Requesting Chief Cook  
Department of National Defence  
Complete Mailing Address  
Area code and telephone number  
Standing Offer Number  
Call-Up Number  
Supplier Invoice Control Number  
Delivery Date

### **6. Insurance**

SACC Manual clause G1005C (2008-05-12) Insurance

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## 7. **SACC Manual Clauses**

B7500C (2006-06-16) Excess Goods  
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D0018C (2007-11-30) Delivery and Unloading  
D3004C (2007-11-30) Type of Transport

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## ANNEX "A" REQUIREMENT

Regional Individual Standing Offer (RISO) for the supply, delivery and off-loading of Milk and Dairy products to the Department of National Defence, Edmonton Garrison, Wainwright and 4 Wing Cold Lake, on an "as required" basis during the period estimated from March 1, 2013 to February 28, 2014, in accordance with the terms and conditions set out herein.

Three or more shipments of products that fail to meet any requirement forming part of Annex "A" Requirement, may result in no further orders being placed and the Standing Offer may be set aside.

### Quality Standard Requirements:

- (a) All products must adhere to the following Acts and their regulations:
- Agriculture & Agri-Foods Administrative Monetary Penalty Act
  - Canada Agriculture Products Act
  - Canadian Food Agency Inspection Act
  - Consumer Packaging and Handling Act (as it relates to food)
  - Food and Drug Act (as it relates to food)
- (b) All products offered must be in accordance with the Canadian General Standards Board (CGSB) Standards, current editions.

Note: Canadian General Standards Board (CGSB) Standards are available from :

CGSB  
Canadian General Standards Board  
Gatineau, Canada  
K1A 1G6

Telephone: 819-956-0425 or 1-800-665-2472  
Facsimile: 819-956-5740

A complete collection of The Canadian General Standards Board standards and specifications is also available for viewing at Depository Libraries. For information on Depository Libraries in the Offeror's area, contact the Canadian General Standards Board Sales Unit.

- (c) "Generic" or "No Name" products and packaging will not be accepted unless approved. Where a National Brand Name has been specified, offerors are to provide that product as requested unless a substitute has been approved by the Project Authority.
- (d) "Canada Choice" is the minimum acceptable grade for products falling under the grading guideline.
- (e) No substitute on the packaging, containers or sizes, including case quantities, listed in Annex "B" of the resulting Standing Offer will be accepted, unless approval is received prior to shipment, by the Project authority.
- (f) All packaging must include a "date of pack" or "best before date" clearly visible on each outer box or individual item.

**Deliveries:**

All products must be delivered in a refrigerated transport truck to the consignee's destination. Shipments arriving in non-refrigerated trucks will be rejected at time of delivery and returned at the Offeror's expense.

Offeror must provide delivery between Monday to Friday, however, delivery times will vary by location and will be arranged between the Project authority and the Offeror. Deliveries on weekends may be required during major exercises. Deliveries are to be made to the location specified in the call-up document.

Deliveries are to be made within forty-eight (48) hours of call-up, unless prior approval is received from the Project Authority. Advanced orders will be agreed upon by the Consignee and the Offeror.

If for any reason deliveries will be late, the Offeror will immediately notify the Project authority of the estimated arrival time, to allow the Project authority to make alternative arrangements to have enough DND staff available at the revised arrival time.

**Delivery of Products Not Meeting Quality Standards:**

Any products not meeting the Quality Standard Requirement delivered to Canadian Government Departments and Agencies within the province of Alberta will be returned (opened or unopened) at the supplier's expense.

**Order Confirmation of Availability:**

Cancellation or amendment to an order, by Consignee or Offeror, must be given twenty-four (24) hours in advance.

Potential shortfalls of any item requested shall be immediately brought to the attention of the designated Project authority.

**Discrepancies and Substitutions:**

Substitutions, shortages or back-orders, require twenty-four (24) hours notification prior to shipping, to Food Services purchasing department.

Substitutions will not be accepted without the prior approval from the designated Project authority.

**Rejects and Shortfalls:**

Any products not meeting quality standards will be returned (opened or unopened). Delivery costs to replace all rejected and shorted items will be at the Offeror's expense.

Shortfalls or rejected items will be replaced within twenty-four (24) hours, unless prior consent is received by the designated Project authority.

**Quality Assurance:**

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 in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

The Canadian General Standards Board Specifications, most current edition, will be used as a reference for quality control.

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

**ANNEX "B"**  
**WORKING DOCUMENTS - BASIS OF PAYMENT**

**Please see attached Excel file - entitled - Annex "B", Working Documents - Basis of Payment, which includes the following:**

- Working Document Information
- Schedule of Tender Closing Dates - Working Document
- Basis of Payment

Period of Standing Offer: Estimated from March 1, 2013 to February 28, 2014.

Firm prices will be in Canadian dollars, FOB destination, Canadian custom duties and excise tax included, and G.S.T./H.S.T., is extra if applicable.

G.S.T. / H.S.T and ecology / deposits will be shown as a separate line item on any resulting invoices.

Offeror's must have the ability to provide unit pricing for ninety percent (90%) of line items contained in the product list offered, and ensure that the document has been properly completed and contains all required information.

The estimated usage provided in the Excel File, entitled Annex "B", Working Documents - Basis of Payment, is for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage's expected or any commitment on the part of Canada.

**Pallets and Milk Crate Deposits**

Deposits on pallet and milk crates will NOT form part of the Standing Offer Agreement. Every effort will be made to return all milk crates and pallets to the offeror.

In the event that pallets and crates are not returned, the identified user will be responsible for the replacement charges below:

Milk Crates will be charged at the cost of \$\_\_\_\_\_ per crate.

Pallets will be charged at the cost of \$\_\_\_\_\_ per pallet.

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**ANNEX "C"**  
**PERIODIC USAGE REPORTS - STANDING OFFERS**  
**INSTRUCTIONS FOR SUBMISSION OF STANDING OFFER USAGE DATA**

Please e-mail the usage information, for Standing Offer EW479-133077, for the Department of National Defence, Edmonton Garrison, Wainwright and 4 Wing Cold Lake, to the following address:

WST.PA-EDM@pwgsc-tpsgc.gc.ca.

Please use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.  
(Add lines as necessary)

<u>STANDING OFFER EW479-133077</u>	Start Date of SO ( 2013-03-01)	End Date of SO ( 2014-02-28)
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Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period DD/MM/YYYY	End Reporting Period (DD/MM/YYYY)
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Order Number	Item Description	Part Number (If Applicable)	Item Quantity	Unit of Measure (each, litre, etc..)	Date of Order	Date of Delivery	Value of Order (not including GST or Delivery)