

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067**

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Milk and Dairy	
Solicitation No. - N° de l'invitation W0125-145063/A	Date 2013-08-22
Client Reference No. - N° de référence du client W0125-14-5063	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-690-6165
File No. - N° de dossier KIN-3-40051 (690)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-09-09	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Rider, Kim (Buyer)	Buyer Id - Id de l'acheteur kin690
Telephone No. - N° de téléphone (613)545-8739 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE SUPPLY CUSTOMER SUPPORT FLIGHT 30 East North Star Dr BLDG 66 ASTRA Ontario K0K3W0 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, 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, the Basis of Payment and any other annexes.

2. Summary

To establish a Regional Individual Standing Offer (RISO) for the provision of Milk and Dairy Products including ice cream products to Department of National Defence, 8 Wing CFB Trenton, and furtherance to CFS Alert , Trenton, Ontario.

Period of Standing Offer is from 1 October, 2013 to 30 September, 2014 inclusive.

- (vi) offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006.

"The requirement is subject to a preference for Canadian goods and/or services."

This procurement is subject to the Nunavut Land Claims Agreement.

3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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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 (<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 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

1.1 SACC Manual Clauses

M0019T

Firm Price and/or Rates

2007-05-25

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 to the bid receiving unit, a copy of the Annex B - Basis of Payment (Excel file) may be forwarded, by e-mail to: **kingston.procurement@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.

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.

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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 one (1) hard copy and one (1) soft copy, Excel file, by e-mail to **kingston.procurement@pwgsc.gc.ca**

Section II: Certifications (1 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 should:

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

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment", Pricing Basis "A", & "B". The total amount of Applicable Taxes must be shown separately.

Annex B - Basis of Payment (Excel File)

The Offerors will complete the List of Products using the Excel file and ensure that it has been properly filled out and contains all required information.

1. Hard (Paper) Copy: One (1) hard copy **must be submitted** by the date, time and place indicated on page 1 of the Request for Standing Offers.

2. Soft (Electronic) Copy: In addition to the hard copy, PWGSC is requesting offerors send in an electronic copy of Excel file, by e-mail at the following address: **kingston.procurement@pwgsc.gc.ca**

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 II: 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.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

1.1 Financial Evaluation

IN ORDER TO EVALUATE THE REQUIREMENT YOUR BID/OFFER MUST BE LEGIBLE. If an item price is not legible - the item will be considered a no quote item which may render your bid non-responsive. Please check your bid carefully.

If a requested pack/size is no longer available, it is up to the offeror to notify the Contracting Authority no later than ten (10) calendar days prior to the closing date. Any changes to product pack and /or size will be made by the Contracting Authority through an amendment to the Request for Standing Offer document.

(a) Bidders Allowable changes to Unit Size:

Where a change to a unit size is proposed, there must be less than a 10% difference between the unit size proposed and the unit size specified in the RFSO.

Where Bidders do not PROVIDE PRICING IN ACCORDANCE with (a) and where an item exceeds the 10% difference between the unit size specified in the RFSO PWGSC will, for assessment purposes only, substitute the highest price quoted (by another bidder) for that item.

- 1.2.1** Bids will be assessed to arrive at an Aggregate Value based on the estimated usage provided herein at Annex "B" Pricing Basis "A", "B" , and Incoterms 2000 "DDP Delivered Duty Paid" as indicated. The estimated usages provided herein are for the sole purpose of establishing an evaluation tool and are based only on best estimate.

In the event that an Offeror does not provide a price for any item, PWGSC will for assessment purposes only, substitute the highest price quoted by another offeror for that item. If all Offerors do not provide a price on an item, the item will be eliminated from the evaluation process.

- 1.2.2** Each pricing basis will be evaluated separately.

- 1.2.3** Definition of Aggregate Value - The line item prices are multiplied by the estimated usage to arrive at an extended price. The Aggregate Value is the sum of all the extended prices.

2. Basis of Selection

a) It is Canada's intention to issue only one Standing Offer with the lowest aggregate value meeting all the requirements listed in Pricing Basis "A" & "B". In the event one Standing Offer doesn't cover all pricing basis, Canada may issue up to two Standing Offers to cover all pricing basis. Should an Offeror be selected for issue of more than one Standing Offer for all two pricing basis those two Standing Offers will be combined and only one Standing Offer will be issued to that bidder.

b) Upon Compliance with the "Certifications Precedent to Issuance of the Standing Offer", the Standing Offer(s) will be issued to the compliant Offeror(s) selected for issuance of a Standing Offer.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and documentation to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2007. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from HRSDC-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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 The Bidder certifies that: (A3069T)

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 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.

2.1.1 Canadian Content Certification

2.2.1 *SACC Manual* clause A3050T _____ (*insert date*) Canadian Content Definition

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

The data must be submitted to the Standing Offer Authority no later than five (5) 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 October 1, 2013 to September 30, 2014.

3.2 Shipping Instructions - Free on Board Destination and Delivered Duty Paid

Incoterms 2000 "DDP Delivered Duty Paid" to various institutions in accordance with Annex "A" - Requirement.

4. Authorities

4.1 Standing Offer Authority

The Standing Offer Authority is:

Kim Rider
A/Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence St., 2nd Floor
Kingston Ontario
K7L 1X3

Telephone: 613-545-8739
Facsimile: 613-545-8067
E-mail address: kim.riderr@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 (*Offeror to complete with bid.*)

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

5. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: _____. **(To be completed by PWGSC at time of issue.)**

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.

7. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes 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 2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex "A", Statement of Requirement;
- f) Annex "B", Basis of Payment - (Excel File attached);
- g) Annex "C", Destination and Invoice Addresses;
- h) the Offeror's offer **To be completed by PWGSC at time of issue**

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.

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 Ontario.

11. SACC Manual Clauses

D0014C - Delivery of Fresh Chilled or Frozen Products (2007-11-30)

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

2029 (2013-04-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 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

(a) The Basis of Payment attached hereto as Annex "B" shall be used to price any call-up made pursuant to this Standing Offer.

(b) In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, if applicable.

4.2 Limitation of Price

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

4.3 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

4.5 SACC MANUAL CLAUSES:

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C3601C Price Adjustment - Milk (2010-01-11)

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 items identified in the invoice are received.

6. Insurance

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

ANNEX "A"**DAIRY PRODUCTS****STATEMENT OF REQUIREMENT****DELIVERY POINTS**

8 Wing Food Services, 75 Yukon St, Astra, ON, K0K 3W0

8 Wing Officers' Mess, 182 Yukon St, Astra, ON, K0K 3W0

CFS Alert, 30 East North Star Dr, Astra, ON, K0K 3W0

CALL-UPS: No minimum call-ups apply to this Standing Offer.

MAXIMUM DELIVERY TIME: Delivery must be available Monday to Saturday from 7:30 AM to 3:00 PM only. All orders must be confirmed within four (4) hours from time of call-up and be delivered within twenty-four (24) hours.

BACK ORDERS: Are not acceptable unless prior arrangements have been made with the Identified User(s).

DELIVERY SLIPS: The Supplier shall supply delivery slips and issue credit notes to cover discrepancies for each delivery.

INVOICING: Products must be billed in accordance with the Standing Offer pricing. All invoices must quote the original Purchase Order Number.

INVOICE ADDRESS: 8 Wing Food Services
PO Box 1000 Stn Forces
Astra, ON, K0K 3W0

PRODUCTS: Upon issuance of a Standing Offer, the supplier must provide item number / products codes for all items listed in the Standing Offer to the Identified User(s).

SHELF LIFE: Products must be of recent production and have the latest production date available. The shelf life or best before date must be clearly marked in a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

ITEM SIZES: The Supplier must supply items in the size identified in Annex B. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Supplier must notify the Identified User(s) and PWGSC to obtain their written acceptance of a replacement size.

REPLACEMENTS: After issuance of Standing Offer the supplier must supply item(s) in the size(s) quoted. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. Supplier must notify PWGSC and obtain acceptance of the replacement size.

STANDARDS: All food items shall comply with the relevant portions of the latest edition of the following Acts and Regulations:

- a. The Food and Drug Act and Regulations;
- b. Canada Agricultural Products Standards Acts;
- c. Food Quality Specifications (FQS) as follows:
 - (1) FQS-18 Milk and Dairy Products, and
 - (2) FQS-26 Butter and Margarine.

Suppliers must be Hazard Analysis and Critical Control Point (HACCP) qualified.

HYGIENE – DELIVERY VEHICLES: All delivery vehicles must comply with or exceed the standards set out in the Canada Sanitation Code, current issue.

SPECIFICATIONS: Unless otherwise stipulated in the purchase document, Suppliers are to ensure that they comply with the standard stated on the item description details. Seconds (grade) are not acceptable.

DAIRY PRODUCTS: Poly bags must be free from contamination. All ice cream products must arrive at destination hard frozen.

FINAL INSPECTION & PRODUCT ACCEPTANCE: Inspection and acceptance will rest with the Identified User(s) or authorized designate at the delivery destination. All products supplied shall be free of signs of deterioration, spoilage, filth or damage by rodents or insects.

REJECTS: The Identified User(s) or authorized designate will have the right to reject product(s) at the time of delivery and any unacceptable product(s) will be removed immediately by the Supplier. Rejected items discovered after delivery must be picked up and replaced within forty-eight (48) hours.

PACKAGING: To be supplied in sizes as indicated for each item, must also show weight of the packages and shall be delivered to the consignee in good condition and show no evidence of deterioration. Each container shall be packed in such a manner that the faced shown surface clearly states the grade, size, maturity, variety, colour and weight of the product contained in the package. Deviation from sizes or brand names as stated on the Standing Offer will be considered/accepted when previously discussed with the Identified User(s) for one-time shipments only.

MILK CASE AND PALLET DEPOSIT FEES: Milk case and pallet deposit fees will be accepted by the consignee. Each consignee will be responsible to ensure the cases and pallets are securely stored and returned to the supplier on a routine basis to receive

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Buyer ID - Id de l'acheteur

kin690

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

W0125-14-5063

CCC No./N° CCC - FMS No/ N° VME

ANNEX "B"

Basis of Payment CFB Trenton and CFS Alert EXCEL document attached.

Solicitation No. - N° de l'invitation

W0125-145063/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin690

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0125-14-5063

KIN-3-40051

ANNEX “C”

Food Quality Specifications attached FQS-18 Milk and Dairy Products

Solicitation No. - N° de l'invitation

W0125-145063/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin690

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0125-14-5063

KIN-3-40051

ANNEX “D”

Food Quality Specifications attached FQS-26 Butter

FQS-18 Milk and Dairy Products

Description: Milk shall be the normal lacteal secretion obtained from the mammary gland of the cow, genus Bos that contains added vitamin D in such an amount that a reasonable daily intake of the milk contains not less than 300 International Units and not more than 400 International Units of vitamin D. This specification applies to pasteurized or sterilized cow's milk and cream with various fat contents. Milk products means products as described in [Canadian Dairy Products Regulations](#).

Milk and milk products provided shall;

- be in compliance with the [Food and Drug Act](#) and [Regulations](#) with respect to Dairy Products;
- meet the requirements of the [Canadian Dairy Product Regulations](#);
- be the type and size specified;
- shall be pasteurized as per B.08.002.2 of the [Food and Drug Regulations](#);
- meet the specifications and grade standard of the [Canadian Dairy Product Regulations](#) as indicated in Table 1.0;
- be from a facility operating under the [Canadian Quality Milk \(CQM\) Program](#),
- come from a facility that meets HACCP criteria as outlined in the Annex to The [Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#) and [The National Dairy Code Production and Processing Regulations](#),
- meet the requirements of the [CODEX ALIMENTARIUS-Code of Hygienic Practice for Milk and Milk Products](#).
- be packaged and labeled according to the [Dairy Products Regulations](#), (sections 16-23)

Milk and milk products purchased outside of Canada shall;

- meet all the requirements of the [Canadian Food and Drug Act](#) and the [Canadian Food and Drug Regulations](#) and
- have originated in a country that has grade requirements and a system substantially equivalent to those prescribed by the [Canadian Dairy Product Regulations](#);
- meet all the requirements of applicable local food legislation whenever those requirements are stricter. All milk and milk products shall be obtained by sources approved by the applicable local and international laws, regulations, procedures and requirements;
- *meet the equivalent specification of the product and the grade indicated in Table 1.0, for the specified milk product (or the equivalent grade of the country of origin) as outlined in the [Dairy Products Regulations](#);

- come from a facility that meets HACCP criteria as outlined in the Annex to The Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS and The National Dairy Code Production and Processing Regulations
- meet the requirements of the CODEX ALIMENTARIUS-Code of Hygienic Practice for Milk and Milk Products.
- not be contaminated,
- be edible,
- be prepared in a sanitary manner as per section 11.1 of Dairy Products Regulations;
- be packaged and labeled according to the Dairy Products Regulations,(sections 16-23) or equivalent.

Table 1.0

Product	Specification	Grade
Milk		
Milk- Whole	Normal lacteal secretion from the mammary gland of the cow. Specifications as per Food and Drug Regulations B.08.003	N/A
Milk-Skim	Milk that contains not more than 0.3 per cent milk fat. Specifications as per Food and Drug Regulations B.08.004.	N/A
Milk-Partly skimmed or partially skimmed milk, 1% or 2%.	Milk that has had its fat content reduced by mechanical separation or adjusted by the addition of cream, milk, partly skimmed milk or skim milk, either singly or in combination. Milk fat content, 1% or 2% maximum, as specified. Specifications as per Food and Drug Regulations B.08.005	N/A
Milk- Lactose Reduced or lactose free milk-	Milk which has been specially treated with the lactase enzyme to remove or greatly reduce naturally occurring lactose milk. Lactose reduced milk is to be provided in the style specified (i.e full-fat and non-fat versions etc). Lactose free or Lactose reduce milk shall meet the guidelines of CFIA as follows; Lactose free means that there is no detectable lactose in the food using an acceptable analytical method. Lactose reduced may be used to describe a product that has been reduced significantly in lactose. A significant reduction is considered to be a 25% reduction or more.	N/A
Milk, Chocolate	Flavored milk product according to specifications B.08.016-B.080018 of the Food and Drug Regulations	N/A
Milk, UHT (Sterilized)	UHT milk is milk that has been processed with a technology called UHT (Ultra High Temperature) to ensure maximum microbe inactivation while preserving the maximum flavor, taste and nutritional value. The milk is sealed in an aseptic package that protects the product from the air and light and guarantees a long shelf life without refrigeration. Specifications as per Food and Drug Regulations B.08.007	N/A

Product	Specification	Grade
Evaporated Milk	Milk from which water has been evaporated. Shall contain not less than 25 per cent milk solids and 7.5 per cent milk fat. Specifications as per Food and Drug Regulations B.08.010	N/A
Milk- Evaporated Skim	Milk that has been concentrated to at least one-half of its original volume by the removal of water. Shall contain not more than 0.3 per cent milk fat and not less than 17 per cent milk solids other than fat. Specifications as per Food and Drug Regulations B.08.011	N/A
Milk- Evaporated partly skimmed or concentrated partly skimmed milk.	Milk from which part of the milk fat has been removed and is concentrated to at least one-half its original volume by the removal of water. Shall contain not less than 17.0 per cent milk solids other than fat. Specifications as per Food and Drug Regulations B.08.012	N/A
Condensed or Sweetened Condensed milk	Milk from which water has been evaporated and to which sugar, dextrose, glucose, solids or lactose or any combination thereof. Shall contain not less than 28 per cent milk solids and eight per cent milk fat. Specifications as per Food and Drug Regulations B.08.009	N/A
Cream	The fatty liquid prepared from milk by separation the milk constituents in such a manner as to increase the milk fat content. Cereal cream- minimum 10% milk fat, Table cream- minimum 18%, Food and Drug Regulations B.08.075	N/A
Whipping Cream	The fatty liquid prepared from milk by separation the milk constituents in such a manner as to increase the milk fat content. Minimum 32% milk fat. Cream that has been heat treated above 100 degrees Celsius. May contain ingredients and food additives as indicated in Food and Drug Regulations B.08.075	N/A
Ice Cream	Shall contain not less than 36 percent solids, not less than 10 per cent milk fat or 8 per cent milk fat when cocoa, chocolate syrup, fruit, nuts or confections have been added. Specifications as per Food and Drug Regulations B.08.062	N/A
Sherbet	Frozen food other than ice cream or ice milk, made from a milk product. Shall contain not more than five per cent milk solids, including milk fat. Specifications as per Food and Drug Regulations B.08.063	N/A
Sour Cream	Prepared by the souring of pasteurized cream with acid-producing bacterial culture. Regular sour cream contains not less than 14 per cent milk fat. Light sour cream contains less butter fat than regular sour cream and is made from a mixture of milk and cream. Non-fat or fat free is thickened with stabilizers and thickeners such as cornstarch, gelatin, carrageenan and guar gum and contains not or trace amounts of butterfat. Food and Drug Regulations B.08.077	N/A
Yogurt	Specifications as per Food and Drug Regulations B.08.074	N/A
Yogurt- Fat Free	Specifications as per Food and Drug Regulations B.08.074	N/A
Yogurt- low fat	Specifications as per Food and Drug Regulations B.08.074	N/A

Product	Specification	Grade
Skim milk powder	Skim milk in powder form. Shall contain not less than 95 per cent milk solids. Specifications as per Food and Drug Regulations B.08.014 and B.08.014A	Canada 1 as per Dairy Products Regulations
Whole milk powder	Whole milk in powder form. Shall contain not less than 95 percent milk solids and 26 per cent milk fat. Specifications as per Food and Drug Regulations B.08.013	Canada 1 as per Dairy Products Regulations
Ultra filtered partly skimmed milk	Partly skimmed milk that has been subjected to a process in which it is passed over one or more semi-permeable membranes to partially remove water, lactose, minerals and water soluble vitamins without altering the whey protein to casein ratio.	N/A
Ultra filtered skim milk	Skimmed milk that has been subjected to a process in which it is passed over one or more semi-permeable membranes to partially remove water, lactose, minerals and water soluble vitamins without altering the whey protein to casein ratio.	N/A
Butter	Is made from pasteurized milk or milk products. Shall have a minimum 80% milk fat by weight. May contain milk solids, bacterial culture, salt and food colour. Specifications as per Food and Drug Regulations B.08.056 and Dairy Products Regulations	Canada 1 as per Dairy Products Regulations

[Size and Packaging:](#) Containers for milk and milk products shall be of the size specified and meet the requirements of the [Food and Drug Act and Regulations](#) and the Canadian [Dairy Products Regulations](#), specifically Sections 15 and 17.

[Applicable Regulations and Resources for Milk and Milk Products](#)

[Food and Drug Act](#)

[Food and Drug Regulations \(Division 8\)](#)

[Canadian Dairy Products Regulations \(Canadian Dairy Products Regulations\)](#)

[Canadian Quality Milk \(CQM\) Program](#)

[Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#)

[The National Dairy Code Production and Processing Regulations.](#)

[CODEX ALIMENTARIUS-Code of Hygienic Practice for Milk and Milk Products](#)

[Canada's Food and Drugs Act and Regulations - Health Canada](#)

[Canadian Food Inspection Agency - Acts and Regulations](#)

[Canadian Food Inspection Agency - Dairy Products Inspection Manual - Table of Contents](#)

[Canadian Food Inspection Agency - Dairy Establishment Inspection Manual - Table of Contents](#)

[F National Dairy Regulation and Code Processing Sector Interpretive Guidelines](#)

[National Dairy Regulations and Code Production Sector Interpretive Guidelines](#)

[National Dairy Code Production and Processing Regulations](#)

[Canadian Dairy Information Centre - Dairy Regulations - Canada](#)

[Dairy Farmers of Canada](#)

[Canadian Food and Drug Regulations \(Section 8 pages 243-307\)](#)

[Canadian Food Inspection Agency - Guidelines for Lactose Free and Lactose Reduced Milk](#)

FQS-26 Butter and Margarine

FQS- 26- 01 Butter

Description: Butter is made from milk fat by churning fresh or fermented cream or milk. Butter consists of butterfat, water and milk proteins. Butter is most frequently made from cows' milk, but it can also be manufactured from the milk of other mammals, including sheep, goats, buffalo, and yaks. For the purpose of this specification Butter shall be the product manufactured from the milk of cows. Salt flavorings and preservatives are sometimes added to butter.

Butter supplied must be in compliance with:

- the [Canadian Food and Drug Act](#) and [Regulations](#) and
- comply with food packaging and labeling requirements specified by the [Food and Drugs Act](#) and [Regulations](#) and the [Consumer Packaging and Labeling Act](#), and the [Consumer Packaging and Labeling Regulations](#).

All butter supplied must:

- be in full compliance with the requirements of the [Food and Drug Regulations- Division 8- Dairy products](#);
- be graded Canada 1 as per the grade requirements as outlined in the [Canadian Dairy Products Regulations](#);
- meet all the requirements as outlined in [Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#); and
- come from a facility that meets HACCP criteria as outlined in the Annex to The [Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#);
- made from pasteurized milk;
- be of a typical flavor;
- be a smooth texture;;
- be firm;
- be uniform in color;
- contain not less than 80% milk fa;
- be of the type and size specified and shall meet the characteristics as described in Table 1.0;
- shall be labelled according to the [Canadian Dairy Products Regulations](#).

All butter procured outside Canada must:

- be in full compliance with the requirements of the [Food and Drug Regulations- Division 8- Dairy products](#) ; or its equivalent in the country of origin;
- have originated in a country that has a system substantially equivalent to those prescribed by the [Canadian Dairy Products Regulations](#);
- be graded Canada 1 (or the equivalent in the country of origin) as per the grade requirements as outlined in the [Canadian Dairy Products Regulations](#);
- meet all the requirements as outlined in [Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#); and
- come from a facility that meets HACCP criteria as outlined in the Annex to The [Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#);
- meet all the requirements of applicable local food legislation whenever those requirements are stricter .All butter shall be obtained by sources approved by the applicable local and international laws, regulations, procedures and requirements;
- made from pasteurized milk;
- be of a typical flavor;
- be a smooth texture;;
- be firm;
- be uniform in color;
- contain not less than 80% milk fat;
- be of the type and size specified and shall meet the characteristics as described in Table 1.0;
- shall be labeled according to the [Canadian Dairy Products Regulations](#).

<i>Table 1.0 Type</i>	<i>Characteristics</i>
<i>Salted butter</i>	Salted butter has a longer shelf-life than sweet butter. The word salted must be shown in close proximity to the common name. May contain milk solids, bacterial culture, salt and permitted food color as per the Canadian Dairy Products Regulations . All butter is usually salted unless it specifically says unsalted.
<i>Unsalted butter</i>	Unsalted butter is preferred in baking so the baker has control over the salt content. Unsalted butter is more perishable since salt act as a preservative. The word unsalted must be shown on the principal display, in close proximity to the common name on the panel of the container.
<i>Whipped butter</i>	The volume of whipped butter increases 25 - 30%. Whipping is achieved by injecting an inert gas (nitrogen) into the butter after churning. The word whipped butter must be shown on the principal display, in close proximity to the common name on the panel of the container.
<i>Clarified Butter</i>	Clarified Butter shall be a product prepared from butter or cream by removing most of the water and solid,s-not-fat content, and shall contain not less than 99.3 per cent milk fat and not more than 0.5 per cent water.

- **Packaging:** All butter supplied must meet the requirements of the [Canadian Dairy Products Regulations](#) and the [Consumer Packaging and Labeling Act](#), and [Consumer Packaging and Labeling Regulations](#).

Storage and Distribution: Store air tight at refrigeration temperatures for one month for regular and two weeks for unsalted, or both in the freezer for up to 6 months.

Applicable Regulations and Resources for Butter

Canadian Food and Drugs Act

Food and Drug Regulations

Consumer Packaging and Labelling Act

Consumer Packaging and Labelling Regulations

Food And Drug Regulations Division 8 Dairy Products

Dairy Products Regulations- grade requirements

Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS

Canadian Dairy Products Regulations

FQS- 26- 02: Margarine

Description:: Margarine is a plastic or fluid emulsion of water in fats, oil or fats and oils that are not derived from milk. Margarine is vegetable fat that is processed into a spread. Margarine is produced with a combination of different types of vegetable oils. Margarine as a generic term can indicate any of a wide range of butter substitutes.

All margarine supplied must be in compliance with:

- the [Canadian Food and Drug Act](#) and [Regulations](#) and the [Consumer Packaging and Labeling Act](#), and the [Consumer Packaging and Labeling Regulations](#)

All margarine supplied must:

- be in full compliance with the requirements of the [Food and Drugs Act](#) and [Food and Drug Regulations- Division 9- Fats and Oils](#)
- be produced, handled and packaged under sanitary conditions in accordance with the [Recommended Code of Practice- General Principles of Food Hygiene](#)
- be prepared from fully refined oils or fats, water in combination with dried milk products, and other optional ingredients as set forth in the [Food and Drugs Act](#) and [Regulations](#)
- the fats and oils must be prepared in an establishment that is registered under the [Meat Inspection Act and Regulations](#),
- meet all the requirements as outlined in [Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#)
- come from a facility that meets HACCP criteria as outlined in the Annex to [The Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#),
- where vegetable oil is used, be prepared from fully refined oils of vegetable origin,
- have a trans fat content of less than 2% of the total fat content, (Health Canada provides information on [Recommended Healthier Alternatives for Replacement of Trans Fats by Food Applications](#)),
- shall have a pleasant, delicate flavor and aroma,
- shall be free from objectionable odors or flavors or any kind,
- shall have a uniform color and a smooth texture and shall possess good melt-in-mouth characteristics,
- shall be of the size and type specified according to the characteristics as outlined in Table 1.0.

All margarine procured outside of Canada must:

- be in full compliance with the requirements of the [Food and Drugs Act](#) and [Food and Drug Regulations- Division 9- Fats and Oils](#) or its equivalent in the country of origin;
- have originated in a country that has a system substantially equivalent to those prescribed by the [Food and Drugs Act](#) and [Food and Drug Regulations- Division 9- Fats and Oils](#);
- meet all the requirements of applicable local food legislation whenever those requirements are stricter . All margarine shall be obtained by sources approved by the applicable local and international laws, regulations, procedures and requirements;
- be produced, handled and packaged under sanitary conditions in accordance with the [Recommended Code of Practice- General Principles of Food Hygiene](#)
- be prepared from fully refined oils or fats, water in combination with dried milk products, and other optional ingredients as set forth in the [Food and Drugs Act](#) and [Regulations](#) or its equivalent in the country of origin;
- **the fats and oils must be prepared in an establishment that is registered under the [Meat Inspection Act and Regulations](#);**
- meet all the requirements as outlined in [Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#);
- come from a facility that meets HACCP criteria as outlined in the Annex to [The Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS](#);
- where vegetable oil is used, be prepared from fully refined oils of vegetable origin;
- have a trans fat content of less than 2% of the total fat content, (Health Canada provides information on [Recommended Healthier Alternatives for Replacement of Trans Fats by Food Applications](#));
- shall have a pleasant, delicate flavor and aroma;
- shall be free from objectionable odors or flavors or any kind;
- shall have a uniform color and a smooth texture and shall possess good melt-in-mouth characteristics, and
- shall be of the size and type specified according to the characteristics as outlined in Table 1.0.

Table 1.0	Characteristics
Type	
<i>Margarine</i>	<i>Shall meet the characteristics as outlined in the Food and Drug Regulations B.09.016.</i>
<i>Calorie reduced margarine</i>	<i>Shall contain not more than 40 percent fat, oil or fat and oil and 50 percent of the calories that would be normally present in the product if it were not calorie reduced.. Meets criteria as outlined in B.09.017 Calorie Reduced Margarine of Food and Drug Regulations- Division 9- Fats and Oils .</i>

Soft margarine	<i>Referred to as margarine which have not been hydrogenated and contains less trans fatty acids.</i>
All vegetable margarine	<i>Contains only vegetable fats and no traces of animal or other fats will be added in the process of making vegetable margarine.</i>

Packaging: Shall be in compliance with the [Consumer Packaging and Labeling Act](#), and the [Consumer Packaging and Labeling Regulations](#). Unless otherwise specified, normal commercial packaging, labeling, packing and marking shall be accepted. It shall be supplied in sizes specified.

Storage and Distribution: Margarine shall have been manufactured and packaged not more than thirty days prior to delivery. Regular margarine should be stored at room temperatures around 28- 30 °C. It usually has a shelf life of 9 months, therefore should not over store it. Soft margarine and light margarine should be stored at refrigerator temperatures, between 4- 7 °C and has about 12 months of shelf-life.

Applicable Regulations and Resources for Margarine

Canadian Food and Drugs Act

Food and Drug Regulations

Consumer Packaging and Labelling Act

Consumer Packaging and Labelling Regulations

Food and Drug Regulations Division 9 Fats and Oils

Recommended Code of Practice- General Principles of Food Hygiene- CODEX ALIMENTARIUS

Meat Inspection Act and Regulations

Recommended Healthier Alternatives for Replacement of TransFats by Food Applications [Health Canada, 2006]