

Solicitation No. - N° de l'invitation

W0117-15H017/A

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

W0117-15H017

Amd. No. - N° de la modif.

File No. - N° du dossier

WPG-4-37315

Buyer ID - Id de l'acheteur

wpg005

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications: 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.

1.2 Summary

A Regional Individual Standing Offer for the supply and delivery of dairy products and eggs, as required by the Department of National Defence 17 Wing, Winnipeg, Manitoba.

The Standing Offer will be in effect from approximately May 10, 2015 to May 9, 2016, as a period of one year.

Up to three (3) standing offers could be issued for the product list in Annex B - Working Documents.

As per the Integrity Provisions under section 01 of Standard Instructions [2006](#) and [2007](#), offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the Supply Manual for additional information on the Integrity Provisions.

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

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

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

2.2 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, a copy of the Working Document (Excel file) should be sent, by e-mail, to the following address: WST.MBFood@pwgsc-tpsgc.gc.ca

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

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

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

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copy) and (1) soft copy on Excel file by e-mail to WST.MBFOOD@pwgsc.gc.ca

Section III: 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) (<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: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Payment by Credit Card

Canada requests that offerors complete one of the following:

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

The following credit card(s) are accepted:

VISA _____
Master Card _____

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

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

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of Canada will evaluate the offers.
- c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- a) Ability to perform the full scope of the work as described in Annex A.
- b) Provision of firm pricing for a minimum of 90% (23/25) of the items specified in Annex B, Working Documents.

4.1.2 Financial Evaluation

SACC Manual Clause [M0220T](#) (2013-06-26), Evaluation of Price

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer. Lowest evaluated price will be determined in accordance with Steps 1 - 3 detailed below. The evaluation will be based on like items.

The RFSO will allow for the possibility of issuing up to three (3) Standing Offers, where the second (2nd) and third (3rd) Standing Offers provide a minimum 10% economic benefit to the Government of Canada.

Step 1: The total aggregate evaluated amount for each offer is calculated by multiplying the unit price for each item by the associated estimated quantity listed and summing the values for the product list in Annex B - Working Documents. The responsive offer with the lowest aggregate evaluated price is recommended issuance of a standing offer.

Step 2: For other offers to be considered, their aggregate evaluated total must be within 10% of the aggregate evaluated total of the lowest compliant offer.

Step 3: Where there is a minimum 10% economic benefit and more than one Standing Offer being issued, the Standing Offers will be issued using the Low Line Item Award Approach. See example at Annex E - Low Line Item Award Approach.

Bidders are requested to provide pricing as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so may render the bid non-responsive without further consideration.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information 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 in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

5.1 Certifications Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

5.1.1 Certifications Precedent to Issuance of a Standing Offer

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

5.1.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.1.2 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer.

5.1.2.1 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.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2010-01-11) Canadian Content Definition

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

There is no security requirement applicable to this Standing Offer.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

[2005](#) (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 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, 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.

The quarterly reporting periods are defined as follows:

1st quarter: May 1 to July 31;

2nd quarter: August 1 to October 31;

3rd quarter: November 1 to January 31;

4th quarter: February 1 to April 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.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer shall be **within the period identified in any resulting Standing Offer and Call-up Authority document**, as detailed in Annex B.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Alison Guilford
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, MB
R3B 0T6

Telephone: 204-983-4095
Facsimile: 204-983-7796
E-mail address: alison.guilford@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.

6.5.2 Project Authority

The Project Authority for the Standing Offer is: **(to be determined)**

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

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

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.

6.5.3 Offeror's Representative

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

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

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence 17 Wing Winnipeg.

6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942 or DND626, Call-up Against a Standing Offer or electronic document.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$10,000.00** (Applicable Taxes included).

6.8.1 Minimum Individual Call up

The majority of call ups against this Standing Offer will total a minimum of \$200.00 (goods and Services Tax or Harmonized Sales Tax included)

6.8.2 Delivery Call ups

Delivery FOB Department of National Defence 17 Wing Winnipeg, MB shall be made within **two (2)** calendar days from receipt of call up. The contractor shall advise the Project Authority within one **(1) day** of any delays and/or item shortage.

When a Call-up of \$200.00 or more is issued;

All orders are to be **FOB destination, including all delivery and transportation charges** unless otherwise specified at the time of call-up.

Delivery point to be specified at time of order.

Delivery times are to be Monday - Saturday, 0600 to 1300 hours unless prior arrangements are made.

CALL-UP FORM: Authorized call-up against this Standing Offer shall be made using one of the following:

DSS 942 for payment by invoice or acquisition card, Local Form 001 - for payment by invoice or acquisition card, or phone call - for payment by acquisition card only.

When a call-up with a total dollar value of less than \$200.00 is issued;

Transportation charges shall be prepaid and charged as a separate item on the invoice at the suppliers cost. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee. As this will be a rare occurrence all evaluations will be based on the assumption that individual call-ups will be greater than \$200.00

6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ **(to be determined)** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any Annexs;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (2014-09-25), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Usage Report;
- i) the Offeror's offer dated _____ (*insert date of offer*).

6.11 Certifications

6.11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

6.11.2 SACC Manual Clauses

SACC Manual clause M3060C (2008-05-12), Canadian Content Certification

6.12 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2029 (2014-09-25), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2014-09-25), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

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

6.4 Payment

See Annex B - Working Documents

6.4.1 Basis of Payment - Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ **TBD**. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.4.2 Limitation of Price

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

6.4.3 Single Payment

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

6.4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

6.5 Invoicing Instructions

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

6.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.7 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods
D0018C (2007-11-30), Delivery and Unloading
D3004C (2007-11-30), Type of Transport
D0014C (2007-11-30), Delivery of Fresh Chilled or Frozen Products
C3601C (2010-01-11), Price Adjustment - Milk
C3602C (2008-05-12), Price Adjustment - Butter

ANNEX A

REQUIREMENT

A Regional Individual Standing Offer for the supply and delivery of dairy products and eggs, as required by the Department of National Defence 17 Wing, Winnipeg, Manitoba.

Up to three (3) standing offers could be issued for the product list in Annex B - Working Documents.

Mandatory Specifications: The Offeror must comply with all mandatory requirements identified herein. Failure to do so will result in your proposal being deemed non-responsive, and be given any further consideration. (Statements that include the words "shall" or "must" are mandatory requirements unless expressly said not to be.)

1. STATEMENT OF SERVICE

To provide and deliver within the scope of this standing offer as required 2-3 times a week to 17 Wing Winnipeg Food Service Buildings as identified on the call-up. If required, personnel from 17 Wing Food Service will meet the Offeror at a specified location to receive the food order in the event of an emergency.

2. STATEMENT OF WORK

The Offeror shall for the duration of the Standing Offer, consistently, efficiently and accurately provide food commodities in accordance with the food quality standards specified in the Canadian Forces (CF) - Food Quality Specifications (FQS) Available upon request.

3. QUALITY STANDARDS

All food procured must adhere to the CF - Food Quality Specifications (FQS).

Food products and handling must be in compliance with Health Canada and the Acts and Regulations therein set out by the Canadian Food Inspection Agency as directed in the CF Food Quality Specifications.

CF Food Quality Specifications are available upon request.

Food products, including products with a durable life of 90 days or less must comply with the Date Labelling of pre-packaged food products in the Food and Drug Regulations, the CFIA General Principles of Food Hygiene, Composition and Labelling – Part One; and CFIA Guide to Food Labelling and Advertising.

"No Name" or "Generic Brands" are NOT ACCEPTABLE.

4. ORDER AND DELIVERY SERVICE LEVELS

Designated 17 Wing Food Service representatives may place orders by web, phone call, e-mail or fax. Minor amendments to the order made by Food Service Rep. must be made with at least 24 hours notice. Minor amendments are defined as a value change of 10% or less of the entire order value.

Once a food order has been placed with the Offeror, 17 Wing Food Services may not cancel the order within less than 24 hours notice of food order delivery. Cancellation of food orders with less than 24 hours notification will remain at the discretion of the Offeror.

Deliveries must be made within 2 days of call-up as per specified delivery date with the exception of special orders and/or detailed order status items.

Any special order and/or detailed order status items that are stocked or non-stocked items in the Offeror's warehouse requiring more than three (3) days notice to deliver must be annotated in Annex B - Working Documents/Basis of Payments.

The Offeror may be required to split cases for some food commodities on an as required basis.

a. Normal Requirements & Delivery Locations:

Delivery is to be made within **(2) two working days** (working day is defined as between the hours of 06:00 – 13:00, Monday to Saturday), of the call-up. The Offeror will be required to deliver directly to the 17 Wing Food Services specified site as identified on the call-up.

These sites include:

- a) Combine Mess Kitchen (Bldg. 61)
- b) Flight Feeding (Bldg. 61)
- c) Officers Mess Kitchen (Bldg. 76)
- d) Other Locations as Specified by 17 Wing Food Services in the event of Emergencies.

b. Amendments to Normal Requirements: Within 48 hours of scheduled delivery.

c. Extraordinary Deliveries:

Full or part Emergency deliveries must be made within 24 hours. This is a critical issue because of personnel and equipment scheduling, major exercises that are extraordinary.

4.1 EMERGENCY SERVICE LEVELS:

In the Event of an Emergency as defined herein the Offeror must be prepared to ensure prompt delivery as required for operations at any time, seven days per week.

Emergency orders may be placed at any time for delivery within 4 hours, and the Offeror shall endeavour to fill such orders to the best of their ability. This would be in the event for the following:

- 1) CF/National / Civic and Ministerial Emergencies
- 2) Security Measures
 - a) Terrorist Actives
 - b) Hostile Intent
 - c) National Security Concerns

Should the Offeror be unable to deliver to the designated location, due to circumstances beyond their control, 17 Wing Winnipeg Food Services representatives and the Offeror shall agree on the nearest practical point where the goods can be delivered. 17 Wing may require that the vehicle be checked, loaded and the sealed with a serial Tag to be provided by 17 Wing Food Service and Military Police.

Additionally if the situation warrants, 17 Wing Food Services may dispatch a Military vehicle with escort to the Offeror's facility to pick up the Food Order. Food deliveries are to be made direct to

the consignee or to an alternate location as specified by the consignee up to three times a week. 17 Wing Food Service reserves the right to make changes to the delivery schedule due to operational requirements. Any changes to delivery schedule will be made to the Offeror, in writing, (not less than 3 working days) in advance. The Offeror shall bear all risks of loss or damage to the goods until such time as they have been accepted by 17 Wing Food Service.

5. COMPUTERIZED FOOD ORDERING

The Offeror will make available an automated food ordering form listing the food item description, pack size, catalogue code ID number, purchase unit, current purchase unit price and total ordering quantity columns. This automated form must be capable of tabulating the accumulated total cost of the requested food order items. The format used to identify and price food items on the order form shall be identical to the information that appears on the Offeror's shipping invoice.

6. ORDER CONFIRMATION OF AVAILABILITY

Confirmation of receipt of the order and of availability of items must be made within six (6) hours of the order being placed with the Offeror. Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated 17 Wing Food Services representative.

7. TRANSPORTATION AND STORAGE

Carriers used are designed, constructed, maintained, cleaned and suitable for the transportation of food and food products. Ingredients and finished product requiring refrigeration are transported at 4°C (39°F) or less, and the temperature is appropriately monitored. Frozen ingredients are transported at temperatures that do not permit thawing, and the temperature is appropriately monitored.

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

All delivery vehicles must comply with or exceed the standards set out in the CFIA Food Transportation and Handling.

8. RECEIVING FOOD

This function involves verifying that what was ordered is actually received, ensuring the invoice accurately reflects the items received and the agreed prices, and signing for the goods.

The 17 Wing Food Services representative responsible for receiving food must check for quality, quantity, refrigerated/frozen state of the product, as determined by visual examination and by "expiry date" (or the equivalent).

All products supplied shall be free of signs of deterioration, spoilage, filth and damage by rodents or insects. The Purchase Order and the Purchase Standard List must be readily available for reference to confirm that the product meets the quality standard and quantity as ordered. The verification will be done while the delivery is being made. 17 Wing Food Services representative must indicate acceptably delivery is being made.

17 Wing Food Services representatives may perform quality assurance inspections at the Offeror's facilities, and therefore must be given access to the Offeror's facilities when requested.

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W0117-15H017/A
Client Ref. No. - N° de réf. du client
W0117-15H017

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-4-37315

Buyer ID - Id de l'acheteur
wpg005
CCC No./N° CCC - FMS No./N° VME

9. REJECTION OF SHIPMENT

A Notice of Rejection will be completed when any aspect of the delivery does not comply with the specified quality standards, even if the shipment had been accepted. The rejection notice must be completed and submitted within 24 hours of acceptance. An unsatisfactory condition report will be initiated and sent to the Offeror and PWGSC.

The Offeror agrees, upon notification of rejection, to replace any rejected items on the next scheduled food order delivery required by the 17 Wing Food Services representative. If the rejected item is replaced it shall be in the same quantity and at the same cost as the original order. Discounting for damage goods will not be accepted. The Consignee will have the right to reject products at the time of delivery and the Offeror will remove unacceptable products immediately.

10. DISCREPANCIES AND SUBSTITUTIONS OF FOOD

No items shall be substituted unless the substitution is authorized on the call-up document by 17 Wing Food Services Representative/Technical Authority.

Substitutions shall be clearly identified on the invoice. All discrepancies in the delivery of products shall be recorded on the bill of lading invoice.

11. QUANTITIES

The estimated quantities can be found in Annex B - Working Documents. The quantities provided are provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of Canada.

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ANNEX B

BASIS OF PAYMENT

See attached.

ANNEX C

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

ANNEX E

LOW LINE ITEM AWARD APPROACH EXAMPLE

| | | Firm A | | Firm B | | Firm C | | Low Line Item | |
|--------------|------|------------------------------|--------------------|------------------------------|--------------------|------------------------------|--------------------|------------------------|---|
| Item | Qty | Unit Price Extended Price | | Unit Price Extended Price | | Unit Price Extended Price | | Extended Price Firm | |
| 1. | 1000 | \$6.00 | \$6,000.00 | \$5.00 | \$5,000.00 | \$5.75 | \$5,750.00 | \$5,000.00 | B |
| 2. | 500 | \$3.00 | \$1,500.00 | \$4.00 | \$2,000.00 | \$5.00 | \$2,500.00 | \$1,500.00 | A |
| 3. | 600 | \$8.00 | \$4,800.00 | \$7.00 | \$4,200.00 | \$6.85 | \$4,110.00 | \$4,110.00 | C |
| 4. | 900 | \$10.00 | \$9,000.00 | \$11.00 | \$9,900.00 | \$9.00 | \$8,100.00 | \$8,100.00 | C |
| 5. | 250 | \$4.65 | \$1,162.50 | \$6.20 | \$1,550.00 | \$5.70 | \$1,425.00 | \$1,162.50 | A |
| Total | | | \$22,462.50 | | \$22,650.00 | | \$21,885.00 | \$19,872.50 | |

In order to determine whether to award by line item or basket, the total of each lowest priced line item (across suppliers) is compared to the lowest basket price (single supplier). The difference between these two amounts is considered an administrative savings. In this case, the lowest total cost to award by line item would be **\$19,872.50** and the total cost to award by basket would be **\$21,885.00**.

The administrative savings in this case is:

Lowest line item total (\$19,872.50) x 0.10 = administrative savings of \$1,987.25

To award by low aggregate, the lowest basket price must be \$19,872.50 + \$1,987.25 = **\$21,859.75 or less**. Since this isn't the case in the example, the evaluation would result in awarding up to 3 standing offers.