

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

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

## Pacific Region

**401 - 1230 Government Street**

**Victoria, B.C.**

**V8W 3X4**

**Bid Fax: (250) 363-3344**

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

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

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

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

|   |  |
|---|--|
| <b>Title - Sujet</b><br>RMSO FOOD   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>E6VIC-140011/A  | <b>Date</b><br>2015-05-29  |
| <b>Client Reference No. - N° de référence du client</b><br>E6VIC-140011   | <b>GETS Ref. No. - N° de réf. de SEAG</b><br>PW-\$VIC-211-6741                   |
| <b>File No. - N° de dossier</b><br>VIC-4-37146 (211)  | <b>CCC No./N° CCC - FMS No./N° VME</b>   |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2015-07-13</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Pacific Daylight Saving<br>Time PDT |
| <b>Delivery Required - Livraison exigée</b><br>See Herein   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Park, Isabell  | <b>Buyer Id - Id de l'acheteur</b><br>vic211                                     |
| <b>Telephone No. - N° de téléphone</b><br>(250)363-3981 ( )   | <b>FAX No. - N° de FAX</b><br>( ) -  |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br><br>Specified Herein<br>Précisé dans les présentes                           |  |
| <b>Security - Sécurité</b><br>This request for a Standing Offer does not include provisions for security.<br>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<br>Raison sociale et adresse du fournisseur/de l'entrepreneur   |      |
| Telephone No. - N° de téléphone<br>Facsimile No. - N° de télécopieur   |      |
| Name and title of person authorized to sign on behalf of Vendor/Firm<br>(type or print)<br>Nom et titre de la personne autorisée à signer au nom du fournisseur/<br>de l'entrepreneur (taper ou écrire en caractères d'imprimerie) |      |
| Signature  | Date |

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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 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, Working Document, Federal Contractors Program for Employment Equity - Certification and any other annexes

### 1.2 Summary

Offerors are encouraged to read this document in conjunction with the PWGSC Food & Beverage National Strategy. <https://buyandsell.gc.ca/procurement-data/tender-notice/PW-14-00640952>

Request for Regional Master Standing Offer(s) (RMSO) for the supply and delivery including offloading of various quantities of food items to kitchens and ships of various Federal Government Departments and Agencies located within the Pacific Region, British-Columbia, Canada on an "as and when requested" basis.

Canada intends to issue a maximum of three (3) standing offers per food category and per delivery zone. The solicitation process could result in the award of up to 39 standing offers.

The total estimated annual expenditure of \$10,000,000.00 CAD is expected to be distributed as follows:

| Food category                                 | Estimated Annual Expenditure | Zone 1         | Zone 2       |
|---|------------------------------|----------------|--------------|
| Meat, Fish, Alternatives                      | \$2,800,000.00               | \$2,600,000.00 | \$200,000.00 |
| Bread and Bakery Products                     | \$600,000.00                 | \$400,000.00   | \$200,000.00 |
| Eggs  | 200,000.00                   | 150,000.00     | 50,000.00    |
| Dairy & Dairy Products                        | \$1,200,000.00               | \$1,000,000.00 | \$200,000.00 |
| Fresh Fruit and Vegetables                    | \$1,000,000.00               | \$806,000.00   | \$194,000.00 |
| Frozen Fruit and Vegetables                   | \$200,000.00                 | \$146,000.00   | \$54,000.00  |
| Groceries<br>(retail and institutional packs) | \$3,500,000.00               | \$2,876,000.00 | \$622,000.00 |

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The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

This PWGSC office provides procurement services to the public in English.

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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Industrial Security Program \(ISP\)](#) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 1.4 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>) 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 Offerors' Conference

An offerors' conference will be held at 1230 Government Street, Victoria, BC on June 11, 2015. The conference will begin at 10:00 pm Pacific Time, in Room 402. The scope of the requirement outlined in the Request for Standing Offers (RFSO) will be reviewed during the conference and questions will be answered. It is recommended that offerors who intend to submit an offer attend or send a representative.

Offerors are requested to communicate with the Standing Offer Authority before the conference to confirm attendance. Offerors should provide, in writing, to the Standing Offer Authority, the name of the person(s) who will be attending and a list of issues they wish to table at least 2 working days before the scheduled conference.

Any clarifications or changes to the RFSO resulting from the offerors' conference will be included as an amendment to the RFSO. Offerors who do not attend will not be precluded from submitting an offer.

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## **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.

## **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 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 British Columbia.

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 copies)  
Section II: Financial Offer (1 hard copies) and 1 soft copies on CD/DVD/USB Key  
Section III: Certifications (1 hard copies)

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:

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- 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 – Working Document. 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.

##### **4.1.1 Technical Evaluation**

The Offeror's technical Offer must demonstrate compliance with all aspects of the requirement at Annex A.

##### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

For the evaluation purposes only, if different case sizes are offered, unit price will be adjusted by the evaluator(s) and default size identified in the bid document will be used.



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#### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

An example is provided in Annex "C" – Low Line Item Award Approach example.

### 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

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 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.

##### 5.1.2 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.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-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.

### PART 6 – SECURITY REQUIREMENTS

#### 6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

There may be a Security Requirement associated with the call-up against the Standing Offer. It is the responsibility of the Standing Offer Holder to ensure that the necessary personnel will have the proper security clearance to fulfill the requirement.

1. At time of call-up, the identified user must select one of the following:  
This requirement does not include a security requirement or;  
  
There is a security requirement associated with the requirement
2. When there is a security requirement associated with the requirement, the Identified User should select one of the following:

#### Escorted

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

#### Hold the Security Clearance specified in the call-up against the Standing Offer.

1. Before issuance of a call-up, the following conditions must be met when required:
  - a) The Offeror must hold a valid organizations security clearance.
  - b) The Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement;
  - c) The Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.
2. Canada will not delay the issuance of any call-up to allow offerors to obtain the required clearance.

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3. For additional information on security requirements, Offerors should consult the "Security Requirements on PWGSC Bid Solicitation – Instruction for bidders" document on Departmental Standard Procurement Documents Website (<http://www.pwgsc.gc.ca/acquisitions/text/plain/plainpm-e.html#a31>).

### **7.3 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>) issued by Public Works and Government Services Canada.

#### **7.3.1 General Conditions**

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

#### **7.3.2 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 B. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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

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

### **7.4 Term of Standing Offer**

#### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is 1 year from the award of the Standing Offer.

### **7.5 Authorities**

#### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Ji-Yon isabell Park  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Telephone: 250-363-3981  
E-mail address: [ji-yonisabell.park@pwgsc.gc.ca](mailto:ji-yonisabell.park@pwgsc.gc.ca)

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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.

#### **7.5.2 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.

#### **7.5.3 Offeror's Representative**

*Fill in or delete, as applicable.*

#### **7.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

#### **7.7 Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11.

#### **7.8 N/A**

#### **7.9 Call-up Instrument**

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

#### **7.10 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

#### **7.11 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ (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 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.

#### **7.12 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.

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- a) the call up against the Standing Offer, including any annexes;
- 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 2010A (2014-09-25), General Conditions – Goods or Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Working Document;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

## 7.13 Certifications

### 7.13.1 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.

### 7.14 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 (*Insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 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.

### 7.1 Requirement

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010A (2014-09-25), General Conditions – Goods or Services (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2014-09-25), General Conditions – Goods or Services (Medium Complexity) will not apply to payments made by credit cards.

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

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

### 7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be

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reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **7.5 Payment**

### **7.5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in the contract for a cost of \$ (insert the amount at contract award). 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.

### **7.5.2 Limitation of Price**

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

### **7.5.3 Multiple Payments**

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

### **7.5.4 SACC Manual Clauses**

A9117C (2007-11-30) T1204- Direct Request by Customer Department

### **7.5.5 Payment by Credit Card**

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

## **7.6 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## **7.7 Insurance**

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

## **7.8 SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulation  
A9068C (2010-01-11) Government Site Regulations  
B2005C (2007-05-25) Fish – Quality Stamping  
B3003C (2007-05-25) Grades of Meat  
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D0018C (2007-11-30) Delivery and Unloading  
D3007C (2007-11-30) Inspection and Stamping  
D3004C (2007-11-30) Type of Transport  
D5311C (2007-11-30) Right of Access and Inspection of Meat

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## ANNEX A - REQUIREMENT

### A.1 SUMMARY

Regional Master Standing Offer(s) (RFSO) for the supply, delivery, and offloading of various quantities of food rations to kitchens and ships for various Federal Government Departments and Agencies located within the Pacific Region, British-Columbia, Canada on an "as and when requested" basis over the period of the Standing Offer.

### A.2 FOOD PRODUCT CATEGORIES:

The Offeror holds a Standing Offer for the following food categories:

1. Meat, Fish and Alternatives;
2. Bread and Bakery Products;
3. Eggs
4. Dairy & Dairy Products;
5. Fresh Fruit & Vegetables;
6. Frozen Fruit & Vegetables;
7. Groceries.

### A.3 DELIVERY ZONES:

Delivery locations have been divided into 2 delivery zone(s):

Zone 1 (Vancouver Island)

- CFB Esquimalt
- CFB Comox
- William Head Institution, Metchosin
- Canadian Coast Guard, Victoria

Zone 2 (Lower Mainland covering up to Hope)

Various Corrections Canada Facilities (<http://www.csc-scc.gc.ca/institutions/001002-0001-eng.shtml#pa3>)

Additional area which may require coverage:

Seal Cove CG Base & Port of Prince Rupert

Suppliers of zone 1 or 2 are not obligated to deliver to these locations but may be requested by the clients. If offeror accepts the call-up, pricing must adhere to the SOA pricing. Suppliers may be entitled to additional delivery charges.

### A.4 DELIVERY SERVICE REQUIREMENTS

#### 1) Consignee

All shipments with the exception of out-port and small orders as specified below, must be consigned and delivered FOB Destination to the destination specified in the call-up against the Standing Offer, including all delivery charges and customs duties and taxes.

#### 2) Minimum Delivery Frequency

The minimum delivery frequency required to support kitchens and ships will be five (5) days per week.

#### 3) Ship Delivery (Window)

Delivery times are to be advised at time of ordering. Delivery window will be plus or minus thirty (30) minutes of the delivery time specified on the call-up. Meeting ship delivery time is a critical issue due to personnel and equipment scheduling for ship loading. Failure to comply with this requirement may result in the call-up being terminated without the Identified User incurring any cost or penalty whatsoever.



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#### 4) Ships and Out Port Delivery

Delivery to ships and out-ports (e.g. Prince Rupert) may be required on an infrequent basis, and may be subject to additional freight charges.

Offerors are responsible for notifying the Project Authority identified in the call-up if additional freight charges apply. The Offeror notification must be in writing and include a firm quote to enable Government users to assess their requirement based on best overall pricing, inclusive of all shipping charges. Offerors may not invoice for freight charges that have not been authorized in the call-up.

#### 5) Pickup of Orders

Offerors must be able to facilitate the pickup of orders by Government of Canada vehicles at their premises, if and when required.

#### 6) Acknowledgment of call-ups and confirmation of availability

- a. The Offeror must not proceed without receipt of a duly completed and authorized call-up.
- b. The Offeror must acknowledge receipt of each call-up and notify the ordering office within four (4) hours of receipt of items not available for delivery from stock
- c. If the Offeror does not acknowledge receipt of the call-up within the requested time frame, the Identified User may terminate the call-up without incurring any cost or penalty whatsoever.

#### 7) Unavailable Items and back order items

- a. Back orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer.
- b. Substitution of any item(s) must be authorized in writing by the Project Authority identified in the call-up against the Standing Offer prior to delivery. Pricing of proposed substitute items must be same price or lower. Higher priced items are not allowed unless approved by the PWGSC Standing Offer Authority.

#### 8) Delivery Service levels

**Normal Requirements:** Delivery must be completed within three (3) working days from day of receipt of a duly signed and authorized call-up against the Standing Offer (Working day is defined as between the hours of 06:30 and 15:30, Monday to Friday).

**Urgent requirements:** Delivery must be completed within two (2) calendar days from day of receipt of a duly signed and authorized call-up against the Standing Offer (Calendar day is defined as a twenty-four (24) hour period immediately following the time of ordering)

**Emergency requirements:** Delivery must be completed within twenty-four (24) hours from time of receipt of a duly signed and authorized call-up against the Standing Offer. The Project Authority identified will verify the Offeror's ability to comply. The mutually agreed delivery date and time must be indicated on the call-up.

#### 9) Minimum order quantities per individual call-ups:

Minimum order quantities will not be accepted.

#### 10) Small Orders:

Small orders that are valued at less than \$100.00 (this could comprise more than one palletized order per trip with an aggregate value of less than \$100.00) may be subject to additional freight charges.

Offerors are responsible for notifying the Project Authority identified in the call-up if additional freight charges will apply. The Offeror notification must be in writing and include a firm quote to enable Government users to assess their requirement based on best overall pricing, inclusive of all shipping charges. Offerors may not invoice for freight charges that have not been authorized in the call-up.



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## A.5 PRICING

### 1) Price List Updates:

The pricing provided by the Offeror in Anne B at time of bid closing must remain firm for the entire period of the Standing Offer, unless otherwise specified in the table below.

Price revisions, upward or downward, will be allowed in accordance with the pricing refresher frequency and terms conditions provided below:

| Food category               | Pricing Refresher Frequency |
|-----------------------------|-----------------------------|
| Meat, Fish and Alternatives | Monthly                     |
| Bread and Bread Products    | 1 year                      |
| Eggs                        | 3 months *                  |
| Dairy Products              | 3 months *                  |
| Fresh Fruit and Vegetables  | Monthly                     |
| Frozen Fruit and Vegetables | 3 months                    |
| Groceries                   | 3 months                    |

\* Dairy & Egg products pricing refreshes to be permitted subject to dairy or egg Board pricing revision.

Submit Price Refresh at least 7 calendar days before the beginning of the next refresh cycle. If a revised price list is not received and/or does not comply with the terms and conditions of the Standing Offer, the previously approved price list will be used until compliant price list is received for the next scheduled posting date.

Price Refresh will be re-evaluated and list of awarded items within categories shall be reallocated based on the Price Refresh.

Price list updates must be provided in Microsoft Excel, in the format provided in Annex B. Changes to the spreadsheet by the offeror are not permitted.

Price lists will be posted on the PWGSC extra-net web site to allow for downloading by identified users. The web site is accessible by Federal Government Departments and Agencies only.

Prices charged on invoices must reflect the price of the item at the time of ordering

### 2) Case Lot Provisions

Offerors pricing by case lots will be required at times to split cases by item. Offerors must indicate in their price list which items are available in split cases. Prices charged per item should reflect the case price, divided by the number of items in the case.

### 3) Special Offerings

The Offeror must provide Identified Users with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances and promotions for items specified in Annex B.

The terms and conditions of this Standing Offer will apply to any call-up and resulting contract, even if at the time of call-up, the Offeror gives the Identified User prices that are lower than the prices listed in the Standing Offer.

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#### **4) Miscellaneous Items**

Miscellaneous items are items that are not specified in Annex B. Miscellaneous items will be paid in accordance with the Offeror's regular, seasonal and sale catalogues or current published price lists in effect at the time of ordering.

The total amount of miscellaneous items incorporated on any call-up may not exceed 25% of the individual call-up total value (taxes included). Offerors are responsible for verifying that all call-ups submitted comply with this requirement.

#### **A.6 PACKAGING MATERIAL**

The Offeror is responsible for all costs for the supply, pickup, removal, disposal and recycling of empty pallets and shipping containers.

Out-port and small orders deliveries, if subject to additional freight charges, must be packed to permit application of the lowest transportation rates or charges via the mode of carriage selected/authorized by the Project Authority identified in the call-up against the Standing Offer.

#### **A.7 DELIVERY, INSPECTION AND ACCEPTANCE**

##### **1) Specifications**

For department of National Defence  
DND specifications can be downloaded from [www.buyandsell.gc.ca/tenders](http://www.buyandsell.gc.ca/tenders)  
Solicitation numbers: E6TOR-13RM06 - E6TOR-13RM37

For Other Departments and Agencies  
All products supplied against this Standing Offer must meet or exceed the existing Canadian Government Specifications Board (CGSB) Specifications.

##### **2) Food and Drugs Act**

All products supplied against this Standing Offer must adhere to the *Food and Drugs Act* (R.S.C. 1985, C.F-27).

##### **3) Hygiene - Delivery Vehicles**

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

##### **4) Inspection and Acceptance by Consignee**

Final inspection and acceptance of product will rest solely with the Consignee at destination. All product supplied must be free of signs of deterioration, spoilage, filth or damage by rodents or insects. The Consignee has the right to reject product at the time of delivery and unacceptable product must be removed immediately by the Offeror.

##### **5) Rejections:**

Rejected items discovered after delivery must be picked-up within 1 working day of notification of the rejection. Rejected products must be replaced within one (1) working day of notification. Where operational requirements do not support product replacement, the Consignee has the right to request a credit to be applied for future food purchases.

Rejections also cover deliveries that are not completed in compliance with the delivery requirements under Section A.4 of this Annex.

Failure to provide the level of **quality of goods and services as defined herein** during the entire period of the Standing Offer, on more than three (3) instances over the period of the Standing Offer may result in the following:

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- First incident: An initial written notification from the Identified User with copy to PWGSC documenting failure from the Identified User to provide the level of service required, quality products or correct product size etc.
  - Second incident: A written notification from PWGSC requesting corrective action and timeline for the Offeror to respond; and
  - Third incident: A written notification from PWGSC of the Standing Offer suspension and no further call-ups will be processed.

All correspondence regarding rejections must be confirmed in writing within 24 hours from the time of discovery.

#### **6) Liability for Defective Products**

If broken or damaged goods are received from an Offeror, their subsequent reshipment to the Canada will be at the Offeror's own expense. If it is determined following acceptance and during use that the product does not meet the purchase description, standard or specification referred to, the Offeror will be required to accept return of the balance of the defective products at his own expense and will be required to rebate a percentage of the price of the products used, based on the extent of the defect. Recourse as provided in PWGSC General Terms and Conditions may be initiated by Canada.

**ANNEX "C" -  
LOW LINE ITEM AWARD APPROACH EXAMPLE**

|              |      | Firm A                       |                    | Firm B                       |                    | Firm C                       |                    | Low<br>Line Item       |   |
|--------------|------|------------------------------|--------------------|------------------------------|--------------------|------------------------------|--------------------|------------------------|---|
| Item         | Qty  | Unit Price<br>Extended Price |                    | Unit Price<br>Extended Price |                    | Unit Price<br>Extended Price |                    | Extended Price<br>Firm |   |
| 1.           | 1000 | \$6.00                       | \$6,000.00         | <b>\$5.00</b>                | <b>\$5,000.00</b>  | \$5.50                       | \$5,500.00         | \$5,000.00             | B |
| 2.           | 500  | <b>\$3.00</b>                | <b>\$1,500.00</b>  | \$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         | <b>\$6.85</b>                | <b>\$4,110.00</b>  | \$4,110.00             | C |
| 4.           | 900  | \$10.00                      | \$9,000.00         | \$11.00                      | \$9,900.00         | <b>\$9.00</b>                | <b>\$8,100.00</b>  | \$8,100.00             | C |
| 5.           | 250  | <b>\$4.65</b>                | <b>\$1,162.50</b>  | \$6.20                       | \$1,550.00         | \$5.70                       | \$1,425.00         | \$1,162.50             | A |
| <b>Total</b> |      |                              | <b>\$22,462.50</b> |                              | <b>\$22,650.00</b> |                              | <b>\$21,635.00</b> | <b>\$19,872.50</b>     |   |

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 **\$21,635.00**.

The administrative savings should not exceed 5% which in this case is:

Lowest line item total (\$19,872.50) x 0.05 = administrative savings of \$993.63

To award by low aggregate, the lowest basket price must be \$19,872.50 + \$993.63 = **\$20,866.13 or less**. Since this isn't the case in the example, the evaluation would result in awarding up to 3 standing offers