

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

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

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

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

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

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

## Comments - Commentaires

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

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

<b>Title - Sujet</b> Bread and Bakery Products	
<b>Solicitation No. - N° de l'invitation</b> W0113-15B001/B	<b>Date</b> 2015-06-10
<b>Client Reference No. - N° de référence du client</b> W0113-15B001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-031-6872
<b>File No. - N° de dossier</b> TOR-5-38014 (031)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-06-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Schmidt, Jeff	<b>Buyer Id - Id de l'acheteur</b> tor031
<b>Telephone No. - N° de téléphone</b> (905)615-2058 ( )	<b>FAX No. - N° de FAX</b> (905)615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 675 Dieppe Road Borden Ontario L0M1C0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

**W0113-15B001/B**

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

W0113-15B001

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-5-38014

Buyer ID - Id de l'acheteur

**tor031**

CCC No./N° CCC - FMS No/ N° VME

---

This page is intentionally left blank.

**This bid solicitation cancels and supersedes previous bid solicitation number W0113-15B001/A dated May 8, 2015 with a closing of May 29, 2015 at 2:00 PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

## **TABLE OF CONTENTS**

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	5
2.4 APPLICABLE LAWS.....	5
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1. OFFER PREPARATION INSTRUCTIONS.....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
<b>PART 5 - CERTIFICATIONS.....</b>	<b>9</b>
5.1 CERTIFICATIONS PRECEDENT TO ISSUANCE OF A STANDING OFFER .....	9
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
<b>A. STANDING OFFER .....</b>	<b>11</b>
6.1 OFFER.....	11
6.2 SECURITY REQUIREMENTS .....	11
6.3 STANDARD CLAUSES AND CONDITIONS.....	11
6.4 TERM OF STANDING OFFER .....	11
6.5 AUTHORITIES .....	11
6.6 IDENTIFIED USERS.....	12
6.7 CALL-UP PROCEDURES .....	12
6.8 CALL-UP INSTRUMENT .....	13
6.9 LIMITATION OF CALL-UPS .....	13
6.10 FINANCIAL LIMITATION .....	13
6.11 PRIORITY OF DOCUMENTS .....	13
6.12 CERTIFICATIONS .....	13
6.13 SACC MANUAL CLAUSES .....	14
6.14 APPLICABLE LAWS.....	14
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
6.1 REQUIREMENT .....	14
6.2 STANDARD CLAUSES AND CONDITIONS.....	14

Solicitation No. - N° de l'invitation  
W0113-15B001/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
tor31

Client Ref. No. - N° de réf. du client  
W0113-15B001

File No. - N° du dossier  
TOR-5-38014

CCC No./N° CCC - FMS No./N° VME

---

6.3	TERM OF CONTRACT .....	14
6.4	PAYMENT .....	14
6.5	INVOICING INSTRUCTIONS .....	15
6.6	INSURANCE .....	15
6.7	SACC MANUAL CLAUSES .....	15
<b>ANNEX A .....</b>		<b>16</b>
	REQUIREMENT .....	16
<b>ANNEX C .....</b>		<b>19</b>
	QUARTERLY USAGE REPORTING FORM .....	19
<b>ANNEX D .....</b>		<b>20</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |                                                                                                                                                                                                                                                                                                                               |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Part 1 | General Information: provides a general description of the requirement;                                                                                                                                                                                                                                                       |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;                                                                                                                                                                                                                         |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;                                                                                                                                                                               |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;                                                                                                                                       |
| Part 5 | Certifications: includes the certifications to be provided;                                                                                                                                                                                                                                                                   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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, Quarterly Reporting Form, Financial Evaluation, and any other annexes.

### **1.2 Summary**

- i. To Supply and deliver Bread and Bread Products, as specified in Annex "B", to the Department of National Defence (DND), to various locations of Rations and Quarters Support Services (R&QSS), at Canadian Forces Base (CFB) Borden in Borden, Ontario, on an "as and when requested" basis.
- ii. The period of the Standing Offer is from July 1, 2015 to June 20, 2016.
- iii. The estimated dollar value for a one year period is \$100,000.00 including GST/HST
- iv. As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors, or other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- v. The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- vi. The requirement is subject to a preference for Canadian goods and/or services.

Solicitation No. - N° de l'invitation  
W0113-15B001/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
tor31

Client Ref. No. - N° de réf. du client  
W0113-15B001

File No. - N° du dossier  
TOR-5-38014

CCC No./N° CCC - FMS No./N° VME

---

### **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.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **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 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 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 Ontario.

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

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **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)

Section III: 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) (<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 Annex D, Evaluation. The total amount of Applicable Taxes must be shown separately.

#### **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) (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**

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration.

<b>Item #</b>	<b>Mandatory Criteria</b>
1	The Offeror must have a minimum 5 years in institutional food service supply chain experience within the last 15 years providing services similar to Annex A - Requirement.  The Offeror must provide documentation outlining their experience.
2	The Offeror must have a minimum annual sales record of \$250,000.00  The Offeror must provide documentation outlining their annual sales record.

#### **4.1.2 Financial Evaluation**

**4.1.2.1** The Offeror must submit pricing for all line items in accordance with Annex B, Basis of Payment;

**4.1.2.2** The price used in the evaluation will be the Extended Price calculated by multiplying the Estimated Usages by the Firm Unit Price (Column A x Column B = Column C) in accordance with Annex D, Evaluation.

**4.1.2.3** SACC Manual Item A0220T (2007-05-25), Evaluation of Price

##### **4.1.2.4 Mandatory Items**

If the Offeror is not able to provide a requested item, it is up to then Offeror to contact the Contracting Authority no later than seven (7) calendar days prior to the closing date and inform the Contracting Authority of the item(s) than cannot be offered. The item(s) will be reviewed and determined if it/they can be purchased by other means and removed from the list.

Solicitation No. - N° de l'invitation  
W0113-15B001/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
tor31

Client Ref. No. - N° de réf. du client  
W0113-15B001

File No. - N° du dossier  
TOR-5-38014

CCC No./N° CCC - FMS No./N° VME

---

#### **4.1.3 Basis of Selection**

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

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications 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.

#### 5.1.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offers, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Solicitation No. - N° de l'invitation  
W0113-15B001/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
tor31

Client Ref. No. - N° de réf. du client  
W0113-15B001

File No. - N° du dossier  
TOR-5-38014

CCC No./N° CCC - FMS No./N° VME

---

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:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

**5.1.3.1** SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

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

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

**6.2.1** 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 to the Standing Offer Authority.

The reporting period is defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than ten (10) 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 is from July 1, 2015 to June 30, 2016.

#### **6.5 Authorities**

##### **6.5.1 Standing Offer Authority**

Solicitation No. - N° de l'invitation  
W0113-15B001/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
tor31

Client Ref. No. - N° de réf. du client  
W0113-15B001

File No. - N° du dossier  
TOR-5-38014

CCC No./N° CCC - FMS No./N° VME

---

The Standing Offer Authority is:

Name: Jeff Schmidt  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 33 City Centre Dr, Suite 480C  
Mississauga, ON L5B 2N5

Telephone: 905-615-2058  
Facsimile: 905-615-2060  
E-mail address: [jeff.schmidt@pwgsc.gc.ca](mailto:jeff.schmidt@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.

#### **6.5.2 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.

#### **6.5.3 Offeror's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **6.6 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is:

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

#### **6.7 Call-up Procedures**

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

The Identified User must fax or email the PWGSC-TPSGC 942 or Unitrak Purchase Order to the Standing Offer holder.

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

## **6.8 Call-up Instrument**

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

## **6.9 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

## **6.10 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$100,000.00 (Applicable Taxes included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or five (5) days 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.

## **6.11 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 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A (2014-11-27), General Conditions – Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Quarterly Usage Reporting Form;
- h) the Offeror's offer dated \_\_\_\_\_.

## **6.12 Certifications**

### **6.12.1 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.

## **6.13 SACC Manual Clauses**

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

## **6.14 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 Ontario.

## **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**

2010A (2014-11-27), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **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**

#### **6.4.1 Basis of Payment**

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

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

#### **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



Solicitation No. - N° de l'invitation  
W0113-15B001/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
tor31

Client Ref. No. - N° de réf. du client  
W0113-15B001

File No. - N° du dossier  
TOR-5-38014

CCC No./N° CCC - FMS No./N° VME

---

## **6.5 Invoicing Instructions**

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

The following must be followed when submitting invoices:

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

Invoices must be distributed as follows:

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

## **6.6 Insurance**

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

## **6.7 SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations  
B7500C (2006-06-16) Excess Goods

## **ANNEX A**

### **REQUIREMENT**

#### **1. Requirement**

To Supply and deliver Bread and Bread Products, as specified in Annex "B", to the Department of National Defence (DND), to various locations of Rations and Quarters Support Services (R&QSS), at Canadian Forces Base (CFB) Borden in Borden, Ontario, on an "as and when requested" basis.

All goods supplied must be in accordance with the latest issue of the relevant specification:

Canadian General Standard Board GCS 32.1  
Canadian General Standard Board GCS 32.3  
Canadian General Standard Board GCS 32.4

#### **2. DND Food Quality Specifications**

All goods supplied must be in accordance with the DND Food Quality Specifications located at Buy and Sell ([www.buyandsell.gc.ca](http://www.buyandsell.gc.ca))

Bread and Baked Products (E6TOR-13RM07)

#### **3. Delivery**

- 3.1 Delivery must be made within two (2) calendar days from receipt of a Call-Up document;
- 3.2 Deliveries must be made directly to the location detailed in the Call-Up (ie. directly to the appropriate facility);
- 3.3 The Offeror must make deliveries to all delivery locations listed at 4. Delivery Locations and must deliver the goods to the building listed on the call-up;
- 3.4 Delivery days must be made on Monday, Wednesday or Friday between the hours of 07:00 and 09:00 hours;
- 3.5 The Offeror must deliver the goods as per the case size (case description) outlined in Annex B - Basis of Payment;
- 3.6 The best before date must be a minimum of seven to ten (7-10) calendar days after the delivery date;
- 3.7 Emergency Deliveries must be made within twenty-four (24) hrs of a Call-Up request;
- 3.8 Deliveries are not to be back ordered. Any discrepancies must be communicated to the individual who issued the call-up;
- 3.9 There is no minimum shipment due to limited storage areas;
- 3.10 The Offeror must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery;

- 3.11 The Offeror must replace any rejected item within twenty-four hrs of notification of rejection;
- 3.12 All containers must be clearly marked to show Offeror / supplier's name and address, identification of contents, net weight and/or quantity, storage instructions and/or special instruction;
- 3.13 Containers such as cartons or trays in which products are delivered may be considered returnable by the Offeror. Such containers, although not accountable, are to be returned at the request of the Offeror;
- 3.14 The Offeror must use every effort to utilize environmentally friendly packaging to include recycled palates, cartons and trays.
- 3.15 Once notified by the user, the Contractor must provide a credit invoice no later than 10 calendar days after to correct the original invoice for payment.

#### 4. Delivery Locations

Facility Name	Civic Address	BLDG #
Junior Ranks Kitchen	18 Lancaster Street	A-153
Curtis	118 Rafah Crescent	S-164
Junior Ranks Kitchen	52 Korea Road	T-116
Vickers	179 Ortona Road	T-169
Officers Kitchen	32 Caem Circle	P-160
FS Cadre	25 Anson Road	S-149
400 Tactical Helicopter Sqn	60 Mitchell Street	
R(C)SU Centre, CTC Blackdown	25 Command Road	BP-81
25 Service Battalion	DND Denison Buildings, 1 Yukon Lane Toronto, ON	

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

#### 5. Escalation

In the event that there is a change in price resulting from any regulatory action taken by the Canadian Wheat Board and/or Ontario Marketing Board, this agreement shall be subject to revision to reflect the exact cost of such increase/decrease at the time. The Supplier shall not invoice the prices specified herein unless and until any proposed price revision is approved by the Contracting Authority and this agreement is amended accordingly. A copy of the regulatory action taken by the Canadian Wheat Board and/or Ontario Marketing Board and the price changes must be provided within three (3) days to the Contracting Authority.

Solicitation No. - N° de l'invitation  
W0113-15B001/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
tor31

Client Ref. No. - N° de réf. du client  
W0113-15B001

File No. - N° du dossier  
TOR-5-38014

CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX B BASIS OF PAYMENT**

Firm unit prices in Canadian funds including fuel costs, delivery costs, FOB Destination, transportation/storage costs, and any overhead costs. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable

### **1. Standard Inventory Products**

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

Pricing updates/revisions will only be reviewed when there is a change in price resulting from any regulatory action taken by the Canadian Wheat Board and or Ontario Marketing Board.

Any and all requests for pricing updates/revisions must be forwarded to the Contracting Authority for review and approval. The request must include a copy of the regulatory action taken by the Canadian Wheat Board and/or Ontario Marketing Board. A request does not guarantee the pricing will be approved and changed.

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

See Annex B - Appendix 1, Table 1: Standard Inventory Products

### **2. Special Orders**

Product(s) ordered by DND which are not included in Table 1: Standard Inventory Products will be charged in accordance with the cost, plus a maximum 4% mark-up. The Offeror must provide cost and mark-up pricing (if applicable) on all invoicing.

The total limitation of expenditure for all Special Orders is \$15,000.00.

## **ANNEX B - Appendix 1**

**Note to Offerors:** Annex B will be attached based on inputs of the Offeror's Annex D, Evaluation from the winning offer. Annex B, Basis of Payment will then be provided with any resulting Standing Offer.

Standing Offer No. - N° de l'offre  
W0113-15LP31/A  
Client Ref. No. - N° de réf. du client  
W0113-15LP31

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-5-38013

Buyer ID - Id de l'acheteur  
tor31  
CCC No./N° CCC - FMS No./N° VME

## ANNEX C

### QUARTERLY USAGE REPORTING FORM

The data must be submitted to the Standing Offer Authority.

The reporting period is defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period

Standing Offer No.	Start Date of SO dd/mm/yyyy	End Date of SO dd/mm/yyyy
Total Value to Date \$ _____	Total Value for Report Period \$ _____	Start Date - End Date dd/mm/yyyy-dd/mm/yyyy
Invoice Number	Date of Call-up	Total Value of Call-Up

Standing Offer No. - N° de l'offre  
W0113-15LP31/A  
Client Ref. No. - N° de réf. du client  
W0113-15LP31

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-5-38013

Buyer ID - Id de l'acheteur  
tor31  
CCC No./N° CCC - FMS No./N° VME

## **ANNEX D ADDITIONAL CERTIFICATIONS**

### **1. Board of Directors**

In accordance with Section 1, Integrity Provisions – Offer, Offerors are required to provide a list of their Board of Directors before contract award. Offerors are requested to provide this information in their bid.

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

### **2. Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

Table 1: Standard Inventory Products

Item #	Item Code	Offeror Code	Item Description	Recommended Case Description	Offerors Case Description	Estimated Usages (kg or ea)	Firm Unit Price	Extended Price
						<b>A</b>	<b>B</b>	<b>C = (AxB)</b>
1	3A009		BREAD, RAISIN	1 X 340 g		162	\$ /kg	\$
2	3A023		BREAD, 12 GRAIN,	1 X 600 g		524	\$ /kg	\$
3	3A027		BREAD, BAGUETTE	24 X 365 g		79	\$ /kg	\$
4	3A030		BREAD, MULTI-GRAIN,	1 X 600 g		536	\$ /kg	\$
5	3A032		BREAD, FRENCH, THICK SLICED	1 X 675 g		961	\$ /kg	\$
6	3A033		BREAD, RYE, DARK, 450G	1 X 450 g		387	\$ /kg	\$
7	3A070		BREAD, WHEAT & OAT	1 X 600 g		509	\$ /kg	\$
8	3A074		BREAD, FLAX,	1 X 600 g		512	\$ /kg	\$
9	3A115		BREAD, RYE, LIGHT, 450 G	1 X 450 g		359	\$ /kg	\$
10	3A124		BREAD, BAGUETTE, WHOLE WHEAT	1 Each		5	\$ /kg	\$
11	3B011		BREAD, WHITE, TEXAS TOAST, 675 G	1 X 675 g		3	\$ /kg	\$
12	3B012		BREAD, SANDWICH, WHITE	1 X 675 g		3191	\$ /kg	\$
13	3C003		BREAD, WHOLE WHEAT, 100%	1 X 675 g		2719	\$ /kg	\$
14	3D001		HAMBURGER BUNS	1 X 12 ea		28	\$ /ea	\$
15	3D021		HAMBURGER BUNS, WHOLE WHEAT	1 X 8 ea		400	\$ /ea	\$
16	3D032		HOT DOG BUNS, NEW ENGLAND	1 X 6 ea		9552	\$ /ea	\$
17	3E001		ROLLS, KAISER	12 X 85 g		3930	\$ /kg	\$
18	3E011		ROLLS, SUBMARINE, 8 INCH	1 X 12 ea		20472	\$ /ea	\$
19	3E140		HOT DOG BUNS, LARGE, 7 INCH	1 X 12 ea		8136	\$ /ea	\$
20	3F002		BAGELS, CINNAMON & RAISIN	6 X 84 g		3	\$ /kg	\$
21	3F008		BAGELS, PLAIN, WHITE	6 x 75 g		412	\$ /kg	\$
22	3F011		CROISSANTS	48 x 57 g		1644	\$ /kg	\$
23	3F015		ENGLISH MUFFINS, PLAIN	1 X 6 ea		17214	\$ /ea	\$
24	3F030		BAGELS, 12 GRAIN	6 X 75 g		264	\$ /kg	\$
25	3F034		BAGELS, SESAME	6 x 84 g		5	\$ /kg	\$
26	3F038		BAGELS, EVERYTHING	6 X 75 g		271	\$ /kg	\$
27	3F048		ENGLISH MUFFINS, WHOLE WHEAT, 100%	1 X 6 ea		9966	\$ /ea	\$
28	3F052		BAGELS, WHOLE WHEAT	6 X 75 g		345	\$ /kg	\$
29	3F179		CROISSANTS, MINI, FRESH	1 x 310 g		4	\$ /kg	\$
30	3G001		PITA BREAD, WHITE	6 x 67 g		49	\$ /kg	\$
31	3G020		TORTILLA, TOMATO BASIL, 10 INCH	6 X 71 g		6	\$ /kg	\$
32	3G021		TORTILLA, WHOLE WHEAT, 10 INCH	10 x 61 g		102	\$ /kg	\$
33	3G040		TORTILLA, FLOUR, 10 INCH	10 X 61 g		185	\$ /kg	\$
34	3G044		PITA BREAD, GREEK, 7 INCH	1 x 5 kg		58	\$ /kg	\$
35	3G045		TORTILLA, SPINACH, 10 INCH	10 X 61 g		2	\$ /kg	\$
36	3G065		TORTILLA, TOMATO BASIL, 10 INCH	10 X 61 g		52	\$ /kg	\$

37	3G076		TORTILLA, SPINACH, PESTO, GARLIC, 10 INCH	10 X 61 g		62	\$	/kg	\$
----	-------	--	----------------------------------------------	-----------	--	----	----	-----	----

Evaluated Price \$ \_\_\_\_\_

**Note:** The financial evaluation uses the Firm Unit Price (either Kilograms or Each) for each item. Due to the variety of pack sizes carried by each offeror, Offeror's are requested to provide their Case Description if different from the Recommended Case Description for each item. Regardless of the Recommended Case Description or the Offeror's Case Description, the Estimated Usages are broken down into the kilogram price OR an 'each' price. This will allow the evaluation and subsequent Annex B pricing to accommodate different pack sizes due to industry changes in packing or weight. After the Standing Offer award, DND and the winning offeror can establish Case/Package prices specific to their catalogue for invoicing purposes however, they must be in accordance with the Firm Unit Prices identified in Annex B - Appendix 1.