



**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**

Address inquiries to the Contracting Authority at  
jeff.schmidt@pwgsc-tpsgc.gc.ca.

**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> Dairy Products	
<b>Solicitation No. - N° de l'invitation</b> W0113-16D002/B	<b>Date</b> 2017-01-09
<b>Client Reference No. - N° de référence du client</b> W0113-16D002	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-031-7246
<b>File No. - N° de dossier</b> TOR-6-39036 (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 2017-01-31</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<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> ( ) -
<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**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

---

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	3
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS.....	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	4
2.4 APPLICABLE LAWS.....	4
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION - MANDATORY TECHNICAL CRITERIA ONLY.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	9
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	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 .....	12
6.6 IDENTIFIED USERS.....	12
6.7 CALL-UP INSTRUMENT .....	12
6.8 LIMITATION OF CALL-UPS .....	13
6.9 FINANCIAL LIMITATION.....	13
6.10 PRIORITY OF DOCUMENTS .....	13
6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	13
6.12 APPLICABLE LAWS.....	13
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>14</b>
6.1 STATEMENT OF WORK.....	14
6.2 STANDARD CLAUSES AND CONDITIONS.....	14
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>

Solicitation No. - N° de l'invitation  
W0113-16D002/B  
Client Ref. No. - N° de réf. du client  
W0113-16D002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-6-39036

Buyer ID - Id de l'acheteur  
tor031  
CCC No./N° CCC - FMS No./N° VME

---

STATEMENT OF WORK .....	16
<b>ANNEX B</b> .....	<b>18</b>
BASIS OF PAYMENT .....	18
<b>ANNEX C</b> .....	<b>19</b>
USAGE REPORTING FORM .....	19
<b>ANNEX D</b> .....	<b>20</b>
FINANCIAL EVALUATION .....	20
<b>ANNEX E</b> .....	<b>21</b>
ADDITIONAL CERTIFICATIONS .....	21
<b>APPENDIX 1 TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b> .....	<b>22</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	22

## **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 and Additional Information: includes the certifications and additional information 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 Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

### **1.2 Summary**

To supply and deliver dairy 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.

The period of the Standing Offer is from March 1 to August 31, 2017.

The estimated dollar value for a one year period is \$380,000.00 including GST/HST

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](#) (2016-04-04) 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 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 the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Appendix 1, Electronic Payment Instruments, to identify which ones are accepted.

If Appendix 1 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Solicitation No. - N° de l'invitation  
W0113-16D002/B  
Client Ref. No. - N° de réf. du client  
W0113-16D002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-6-39036

Buyer ID - Id de l'acheteur  
tor031  
CCC No./N° CCC - FMS No./N° VME

---

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

### Section III: Certifications

Offerors must submit the certifications and additional information 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 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.

Item #	Mandatory Criteria
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 – Statement of Work. The Offeror must provide documentation outlining their experience.
2	The Offeror must have a minimum annual sales record of \$500,000.00 The Offeror must provide documentation outlining their annual sales record.
3	The Offeror must provide a valid Hazard Analysis Critical Control Point (HACCP) Certification with their offer at bid closing.

#### 4.1.2 Financial Evaluation

**4.1.2.1** The Offeror must submit pricing for line items 1-54 in accordance with Annex B – Appendix 1. Items 49-54 are Additional Items and may be purchased during the Standing Offer Period. Offerors must provide their Firm Unit Price and their Ordering Lead Time for each item.

**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) for items 1-48 in accordance with Annex D, Evaluation.

**4.1.2.3** SACC Manual Clause [M0220T](#) (2016-01-28) Evaluation of Price - Offer

##### 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) that 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  
W0113-16D002/B  
Client Ref. No. - N° de réf. du client  
W0113-16D002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-6-39036

Buyer ID - Id de l'acheteur  
tor031  
CCC No./N° CCC - FMS No./N° VME

---

#### **4.2 Basis of Selection - Mandatory Technical Criteria Only**

##### **4.2.1 SACC Manual Clause M0031T (2007-05-25), Basis of Selection - Mandatory Technical Criteria Only**

---

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 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 ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

#### 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

### 5.2.3.1 Canadian Content Certification

5.2.1.3.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

### 5.2.3.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the *Supply Manual*.

---

## 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 Statement of Work at Annex "A".

#### 6.2 Security Requirements

6.2.1 There is no security requirement applicable to the 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>) issued by Public Works and Government Services Canada.

##### 6.3.1 General Conditions

2005 (2016-04-04) 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 monthly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- 1<sup>st</sup> month: March 1 to March 31;
- 2<sup>nd</sup> month: April 1 to April 30;
- 3<sup>rd</sup> month: May 1 to May 31;
- 4<sup>th</sup> month: June 1 to June 30;
- 5<sup>th</sup> month: July 1 to July 31
- 6<sup>th</sup> month: August 1 to August 31.

The data must be submitted to the Standing Offer Authority no later than 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 March 1 to August 31, 2017.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

Telephone: 905-615-2058  
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: \_\_\_\_\_  
Organisation: \_\_\_\_\_  
Address: \_\_\_\_\_

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

## 6.6 Identified Users

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

- a. Rations and Quarters Support Services
- b. Regional Cadet Service Unit, CTC Black Down
- c. FS Cadre

## 6.7 Call-up Instrument

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 Limitation of Call-ups**

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

## **6.9 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$380,000.00 (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 15 calendar 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.

## **6.10 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 annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2016-04-04) Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reporting Form;
- h) the Offeror's offer dated \_\_\_\_\_.

## **6.11 Certifications and Additional Information**

### **6.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

#### **6.11.1 SACC Manual Clauses**

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 \_\_\_\_\_.

## **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 Statement of Work**

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 (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **6.3 Term of Contract**

#### **6.3.2 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 - 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, 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 \_\_\_\_\_ (*insert date*) Limitation of Price

#### **6.4.3 Single Payment**

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

#### **6.4.4 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 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

A9068C (2010-01-11) Government Site Regulations

B7500C (2006-06-16) Excess Goods

---

## ANNEX A

### STATEMENT OF WORK

#### 1. Requirement

To supply and deliver dairy 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 32.165  
Canadian General Standard Board GCS 32.172

The Contactor must have a valid Hazard Analysis Critical Control Point (HACCP) Certification throughout the Standing Offer period.

#### 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))

Cheese (E6TOR-13RM12)  
Milk and Dairy Products (E6TOR-13RM29)  
Eggs and Egg Products (E6TOR-13RM17)

#### 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 (i.e. directly to the appropriate facility);
- 3.3 The Offer must make deliveries to all delivery locations listed at 4. Delivery Locations below 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 06:30 and 09:00 hours;
- 3.5 The offeror must deliver the goods as per the Recommended Case Description or the Offerors 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 #
Curtis	118 Rafah Crescent	S-164
Vickers	179 Ortona Road	T-169
Officers Kitchen	32 Caem Circle	P-160
FS Cadre	25 Anson Road	S-149
R(C)SU Centre, CTC Blackdown	25 Command Road	BP-81
32 Service Battalion	DND Denison Buildings, 1 Yukon Lane Toronto, ON	

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

Solicitation No. - N° de l'invitation  
W0113-16D002/B  
Client Ref. No. - N° de réf. du client  
W0113-16D002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-6-39036

Buyer ID - Id de l'acheteur  
tor031  
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

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

1.2 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 suppliers total 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 \$45,000.00

### 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.

Solicitation No. - N° de l'invitation  
W0113-16D002/B  
Client Ref. No. - N° de réf. du client  
W0113-16D002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-6-39036

Buyer ID - Id de l'acheteur  
tor031  
CCC No./N° CCC - FMS No./N° VME

---

### ANNEX C

### USAGE REPORTING FORM

The data must be submitted to the Standing Offer Authority.

The reporting period is defined as follows:

- 1<sup>st</sup> month: March 1 to March 31;
- 2<sup>nd</sup> month: April 1 to April 30;
- 3<sup>rd</sup> month: May 1 to May 31;
- 4<sup>th</sup> month: June 1 to June 30;
- 5<sup>th</sup> month: July 1 to July 31
- 6<sup>th</sup> month: August 1 to August 31.

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. W0113-16D002						
Month:						
Unitrak Code	Offerors Code	Item Description	Case Description	Quantity	Firm Unit Price	Firm Case Price
<b>Monthly Total</b>						<b>\$</b>

Solicitation No. - N° de l'invitation  
W0113-16D002/B  
Client Ref. No. - N° de réf. du client  
W0113-16D002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-6-39036

Buyer ID - Id de l'acheteur  
tor031  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX D**

### **FINANCIAL EVALUATION**

For evaluation purposes, a bid price analysis will be performed using firm case prices from Annex B - Basis of Payment and estimated quantities. The estimated quantities are used as a guideline for evaluation purposes and are not a guarantee of actual usage.

#### **ANNEX D - Appendix 1**

See attached.

## ANNEX E

### ADDITIONAL CERTIFICATIONS

#### 1. Board of Directors

In accordance with Part 5, Certifications, Section 5.2.1 Integrity Provisions – List of Names, 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 - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____

#### 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.

Solicitation No. - N° de l'invitation  
W0113-16D002/B  
Client Ref. No. - N° de réf. du client  
W0113-16D002

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-6-39036

Buyer ID - Id de l'acheteur  
tor031  
CCC No./N° CCC - FMS No./N° VME

---

**APPENDIX 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS**  
**ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

Annex D - Appendix 1

Table 1: Standard Inventory Products

Item #	Unitrak Code	Offeror's Code	Item Description	Recommended Case Description	Offerors Case Description	Additional Description	Estimated Usages (kg, litre or each)	Firm Unit Price	Unit of Measure	Extended Price
							Column A	Column B		Column C = A x B
1	1A001		CHEESE, BRICK	4x2.3 kg			230	\$	kg	\$
2	1A003		CHEESE, CHEDDAR, COLOURED, MEDIUM	4x2.3 kg			644	\$	kg	\$
3	1A005		CHEESE, PARMESAN	1 x 2.5 kg			108	\$	kg	\$
4	1A008		CHEESE, CHEDDAR,	4x2.3 kg			690	\$	kg	\$
5	1A009		CHEESE, MOZZARELLA	4 X 2.3 KG			37	\$	kg	\$
6	1A011		CHEESE, GOUDA	4x2.3 kg			156	\$	kg	\$
7	1A013		CHEESE, CHEDDAR, COLOURED, MILD, INDIVIDUAL	100 X 21 GR			7	\$	kg	\$
8	1A014		CHEESE, CHEDDAR, WHITE, OLD	1 X 4.54 kg			286	\$	kg	\$
9	1A016		CHEESE, SLICES, RIBBON	4x2.27 kg			844	\$	kg	\$
10	1A020		CHEESE, FETA	1x 3kg		Will not accept larger than 5 Kg as pack size due to Shelf life and wastage	114	\$	kg	\$
11	1A021		CHEESE, PARMESAN, GRATED	2 X 2.27 kg			286	\$	kg	\$
12	1A023		CHEESE, CREAM, INDIVIDUAL	200 X 18 g			119	\$	kg	\$
13	1A025		CHEESE, MOZZARELLA, 25% MF, SHREDDED	4 X 2.5 kg			1610	\$	kg	\$
14	1A030		CHEESE, GRUYERE	2 X 2.5 kg			70	\$	kg	\$
15	1A032		CHEESE, HAVARTI	1 x 4.3 kg			305	\$	kg	\$

16	1A034	CHEESE, CREAM	6X 1.5 Kg			270	\$	kg	\$
17	1A042	CHEESE, PROVOLONE	1 X 2.5 kg			170	\$	kg	\$
18	1A045	CHEESE, SWISS	1 X 3 kg			370	\$	kg	\$
19	1A049	CHEESE, BLUE, DANISH	1 x 3 kg Avg			30	\$	kg	\$
20	1A075	CHEESE, RICOTTA	1 X 2 KG			440	\$	kg	\$
21	1A076	CHEESE CURDS	4 X 2.27 KG			27	\$	kg	\$
22	1A087	CHEESE, CREAM, HERB AND GARLIC, INDIVIDUAL	200 X 18 GR			86	\$	kg	\$
23	1A090	CHEESE, GOAT	2 x 1 kg			120	\$	kg	\$
24	1A091	CHEESE, HAVARTI, JALAPENO	1 x 4 kg Avg			24	\$	kg	\$
25	1A138	CHEESE, CHEDDAR, COLORED, MEDIUM, SHREDDED	4 X 3 KG			1344	\$	kg	\$
26	1A140	CHEESE, MONTEREY JACK, SHREDDED	4 X 3 KG			660	\$	kg	\$
27	1A184	CHEESE, BRIE	1 x 3 kg Avg			15	\$	kg	\$
28	1A185	CHEESE, SWISS, SLICES	2 X 2 kg			580	\$	kg	\$
29	1A205	CHEESE, ROMANO, GRATED	1 X 2.5 kg			10	\$	kg	\$
30	1A221	CHEESE, PARMESAN, SHREDDED	2 X 1 kg			78	\$	kg	\$
31	1C022	MILK, WHITE, 2%, 10 L	2 X 10 L			22260	\$	L	\$
32	1C024	MILK, WHITE, 1%, 10 L	2 X 10 L			13240	\$	L	\$
33	1C144	MILK WHITE IND.	1 X 160 EA			10240	\$	ea	\$
34	1D004	MILK, CHOCOLATE, 1%, 10 L	2 X 10 L			22500	\$	L	\$
35	1D038	MILK, CHOCOLATE, 1%, 237	50 x 237 ml			6000	\$	L	\$
36	1C145	MILK, WHITE, 2%, 237 ML	50 x 237 ml			6062	\$	L	\$
37	1F001	BUTTERMILK, 1 L	16 x 1 L			550	\$	L	\$
33	1J003	CREAM, 10 % MF, 1 L	12 X 1 L			8640	\$	L	\$
34	1J004	CREAM, 10 % MF, INDIVIDUAL	1 X 160 EA			20480	\$	ea	\$
35	1J045	CREAM, 35 % MF, 1 L	1 X 1 L			888	\$	L	\$
36	1J073	CREAM, 10% MF, 5 L	1 X 5 L			600	\$	L	\$
37	1J65	CREAM, FRENCH VANILLA	12 X 473 mL			51	\$	L	\$

38	1J66		CREAM, HAZELNUT	12 X 473 mL				51	\$		L	\$
39	1J67		CREAM, IRISH CREAM	12 X 473 mL				51	\$		L	\$
40	1K019		YOGURT, PLAIN	6 X 650 mL				100	\$		L	\$
41	1K027		YOGURT, ASSORTED FLAVOURS, INDIVIDUAL	6 X 16 X 100 g				7234	\$		kg	\$
42	1M015		CHEESE, COTTAGE, 1 %	1 X 2 KG				2500	\$		kg	\$
43	1N011		WHIPPED TOPPING, BAG	12 x 454 g				28	\$		kg	\$
44	1P001		SOUR CREAM	1 X 4 L			Will not accept larger than 4L as pack size due to Shelf life and wastage	290	\$		L	\$
45	1R001		BEVERAGE, SOYA, CHOCOLATE	6 X 1.89 L				1588	\$		L	\$
46	1R002		BEVERAGE, SOYA, VANILLA	6 X 1.89 L				1100	\$		L	\$
47	1R035		MILK, WHITE, LACTOSE FREE, 1 %	16 X 1 L				1504	\$		L	\$
48	11A002		EGGS,FRESH,LARGE,CANADA GRADE A	1 X 180 ea				144540	\$		ea	\$

**Table 2: Additional Products**

**Note:** Additional items may be purchased during the Standing Offer Period. Suppliers are required to provide an Ordering Lead Time for DND's kitchen managers.

Item	Unitrak Code	Offeror's Code	Item Description	Recommended Case Description	Suppliers Case Description (if different)	Additional Description	Ordering Lead Time (Supplier to)	Firm KG Price	Unit of Measure
49	1A029		CHEESE, CAMEMBERT	12 X 125 g				\$	kg
50	1A130		CHEESE, OKA	1 X 3.5 kg				\$	kg
51	1A131		CHEESE, CAMBOZOLA	1 x 2 kg Avg				\$	kg
52	1A170		CHEESE, GORGONZOLA	1 X 1.5 kg				\$	kg
53	1A273		CHEESE, MASCARPONE	6 X 475 g				\$	kg
54	1A295		CHEESE, BOCCONCINI	1 x 3 kg				\$	kg