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Solicitation No. - N° de l'invitation  
W0113-19D004/B  
Client Ref. No. - N° de réf. du client  
W0113-19D004

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-8-41116

Buyer ID - Id de l'acheteur  
TOR007  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into 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; and
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Financial Evaluation 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) at CFB Borden, located at Borden, Ontario and 32 Service Battalion, located at North York, Ontario on an "as and when requested" basis.

The Period of the Standing Offer is from 01 June 2019 to 30 November 2019.

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method

### **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.

#### 1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

The Government of Canada's press release provides additional information.

### PART 2 - OFFEROR INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:
  - subsection 2. is deleted entirely and replaced with the following:
    2. epost Connect
      - a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
        - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is:  
  
[tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessaoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)  
  
or if applicable, the email address identified in the RFSO.
        - ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
      - b. To submit an offer using epost Connect service, the Offeror must either:
        - i. send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
        - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
      - c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
      - d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
      - e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
      - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid

- Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete offer;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer;
    - vii. security of offer data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - i. Offerors must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.1.1 SACC Manual Clauses

B4024T	No Substitute Products	2006-08-15
M0019T	Firm Price and/or Rates	2007-05-25

### 2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Courier/Post: Bid Receiving - PWGSC  
10<sup>th</sup> Floor, 4900 Yonge Street  
Toronto, Ontario  
M2N 6A6

epost: [TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

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**(Bids will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions)**

Bid Fax: 416-952-1256

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

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

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

### **2.4 Applicable Laws**

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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:  
Section I: Financial Offer (one hard copy)

Section II: Certifications (one hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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: Financial Offer**

Offerors must submit their financial offer in accordance with 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 Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" 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.

### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

## **Section II: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

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## **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 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

The Offeror must complete and submit with its offer, Annex F, Appendix 1. Pricing must be provided for all line items as listed and a %'age mark-up amount.

Offers will be evaluated in Canadian currency, Incoterms 2000 "DDP Delivered Duty Paid, Goods and Services Tax (GST) and Harmonized Sales Tax (HST) excluded based on the unit prices detailed in Annex F, Appendix 1.

Where the Offeror proposes an alternate to the requested packaging, the Offeror must enter their packaging under Proposed Packaging.

The estimated usages provided in Annex F, Appendix 1 are for the sole purpose of establishing an evaluation tool. These usages are based only on best estimate and in no way reflect the actual usages expected or any commitment on part of the crown.

The price used in the evaluation will be the Total Evaluated Price, calculated as follows:

1. The Extended Price (C) is the Estimated Usage Quantity for 6 Months (A) multiplied by Unit Price for 6 Months as per Unit of Measure (B) for line items 1 thru 62.

\*Please note that line items 63 – 68 will not be evaluated, but pricing must be submitted for these items along with line items 1 thru 62.

2. The Total Evaluated Price is the sum of the Extended Prices in Annex F, Appendix 1, Section A-1 for the entire 6 month period.

Note: Annex F, Appendix 1, Section B-1, Special Orders will not be used in the Financial Evaluation.

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

*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.

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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](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

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) (<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](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The 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 June 01, 2019 to November 30, 2019.

#### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

### **6.5 Authorities**

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

The Standing Offer Authority is:

Hussain Noor  
Supply Officer  
Public Works and Government Services Canada  
Procurement Directorate  
10<sup>th</sup> Floor, 4900 Yonge Street  
Toronto, ON  
M2N 6A6

Telephone: 647-295-3458

E-mail address: [Hussain.Noor@pwgsc.gc.ca](mailto:Hussain.Noor@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

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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: Department of National Defence, CFB Borden.

### 6.7 Call-up Procedures

The Supplier must acknowledge each order no later than the next working day from receipt of the call-up.

### 6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;

- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (applicable taxes included).

## 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](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010A](#) (2018-06-21) Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, PWGSC-TPSGC 942 - Call-Up against a Standing Offer form;
- h) Annex D, Usage Reporting Form;
- i) 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.

## 6.12 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 \_\_\_\_\_.

## 6.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

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If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **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](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards. *[Note to Offerors: This clause will be inserted if payment by credit card(s) is accepted by the Offeror, otherwise it will be deleted]*

#### **6.2.2 SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations  
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D0018C (2007-11-30) Delivery and Unloading  
B7500C (2006-06-16) Excess Goods

### **6.3 Term of Contract**

#### **6.3.1 Period of the 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](#) (2011-05-16) 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

*If applicable, where payment of invoices will be made using electronic payment instruments, Refer to Annex "1" Electronic Payment Instruments, where the Bidder indicated which electronic payment instruments are accepted and change the text below accordingly.*

*Delete 6.4.4 if bidder does not accept electronic payment*

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](#) (2016-01-28) Insurance

### 6.7 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection

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Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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**ANNEX "A"**  
**REQUIREMENT**

**1. Requirement**

To Supply and deliver milk, cheese and 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.

**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)

**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 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 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 #
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
25 Service Battalion	DND Denison Buildings, 1 Yukon Lane Toronto, ON	

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

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## 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.

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

#### 2. Special Orders

Product(s) ordered by DND which are not included in Annex B: Standard Food Products will be charged in accordance with the Suppliers cost, plus a maximum \_\_\_\_\_% mark-up. The Supplier must provide cost and mark-up pricing (if applicable) on all invoicing.

The total limitation of expenditure for all Special Orders is \$25,000.00.

#### 3. Price Adjustment - Milk

The prices detailed in the Standing Offer are subject to adjustment to reflect the actual minimum wholesale prices for milk established by the provincial milk marketing board. A copy of the Offeror's notification of price adjustment from the provincial milk marketing board must be provided to the Standing Offer Authority.

The Standing Offer will be revised to reflect the actual price of the adjustment. The Offeror must not invoice at prices other than those specified in the Standing Offer.

### ANNEX B - Appendix 1

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

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**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)

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**ANNEX "C"**

**PWGSC-TPSGC 942 - Call-Up against a Standing Offer form**

**Clear Data - Effacer l'information**

**Public Works and Government Services Canada / Travaux publics et Services gouvernementaux Canada**

**Call-up Against a Standing Offer / Commande subséquente à une offre à commandes**

**To the supplier:** The standing offer identified below is accepted as follows. You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité.**

NO / NON     YES / OUI    If YES, attach a SRCL to the call-up / Si OUI, joindre une LYERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon:

The detailed instructions in the standing offer / Les instructions détaillées dans l'offre à commandes     The address shown in the "Ship to" block / L'adresse indiquée dans le case « Expédier à »     Special instructions below / Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes    Requisition No. - N° de demande / Order Off - Bur. dem.    YY - AA    Serial No. - N° de série    Client Reference No. (optional) / N° de référence du client (facultatif)

**The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.**

Amendment No. / N° de modification	Previous Value (\$) / Valeur précédente (\$)	Value of increase or decrease (\$) / Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised / Total des dépenses estimées ou révisées
------------------------------------	--	--	---

Item No. / N° de l'article	NATO Stock No. / Item Description / N° de nomenclature de l'OTAN / Description de l'article	U. of I. / U. de il.	Quantity / Quantité	Unit Price / Prix unitaire (\$)	Extended Price / Prix calculé (\$)

**Special Instructions - Instructions particulières** **Total**

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**For further information, call - Pour renseignements supplémentaires, contacter**

Name - Nom	Telephone No. - N° de téléphone
Delivery required by: - Livraison requise le (YYYY-MM-DD) / (AAAA-MM-JJ)	

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**For internal purposes only - Pour usage interne seulement**

Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. / En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.

Approved for the Minister - Approuvé pour le Ministre

Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD - AAAA-MM-JJ)
Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD - AAAA-MM-JJ)

**Canada** PWGSC-TPS0C 143 (11/2014)

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Clear Page Data - Effacer l'information de la page

Requisition No. - N° de demande				Client Reference No. (optional): N° de référence du client (facultatif)		Page	
Order Off.	Bur. dem.	YY - AA	Serial No. - N° de série			of	de
Item No N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article			U. of l. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)

PWGSC-TPSGC 942 (01/2014)



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**ANNEX "E"**

**ADDITIONAL CERTIFICATIONS**

**1. Board of Directors**

In accordance with the **Ineligibility and Suspension Policy**, Section 17, Suppliers are required to provide a list of their Board of Directors before Standing Offer issuance. Suppliers are requested to provide this information in their offer.

Director Name/Position - \_\_\_\_\_

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

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Suppliers 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 Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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**ANNEX "F"**

**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 F - Appendix 1**

See attached.

**ANNEX F - APPENDIX 1**  
**TABLE 1 - STANDARD INVENTORY PRODUCTS**

**LIST OF PRODUCTS - CFB BORDEN**

ITEM NO.	OFFERER'S CODE	ITEM DESCRIPTION	REQUESTED PACKAGING			UNIT OF ISSUE SIZE	PROPOSED PACKAGING			UNIT OF MEASURE	ESTIMATED USAGE QUANTITY FOR 6 MONTHS	UNIT PRICE FOR 6 MONTHS AS PER UNIT OF MEASURE	EXTENDED PRICE
			Pack	Size	Weight		Pack	Size	Weight				
1		CHEESE, BRICK	4	2.3	kg	9.2			kg	193	\$	\$	
2		CHEESE, CHEDDAR, COLOURED, MEDIUM	4	2.3	kg	9.2			kg	502	\$	\$	
3		CHEESE, PARMESAN	1	2.5	kg	2.5			kg	57	\$	\$	
4		CHEESE, PARMESAN LOW FAT	1	2.5	kg	2.5			kg	35	\$	\$	
5		CHEESE, CHEDDAR, MARBLED	4	2.3	kg	9.2			kg	561	\$	\$	
6		CHEESE, MOZZARELLA	4	2.3	kg	9.2			kg	50	\$	\$	
7		CHEESE, GOUDA	4	2.3	kg	9.2			kg	156	\$	\$	
8		CHEESE, CHEDDAR, COLOURED, MILD, INDIVIDUAL	100	21	gm	2100			kg	176	\$	\$	
9		CHEESE, CHEDDAR, WHITE, OLD	1	4.54	kg	4.54			kg	666	\$	\$	
10		CHEESE, SLICES, RIBBON	4	2.27	kg	9.08			kg	708	\$	\$	
11		CHEESE, FETA	1	3	kg	3			kg	374	\$	\$	
12		CHEESE, PARMESAN, GRATED	2	2.27	kg	4.54			kg	272	\$	\$	
13		CHEESE, CREAM, LIGHT	6	1.5	kg	9			kg	154	\$	\$	
14		CHEESE, CREAM, INDIVIDUAL	200	18	gm	3600			kg	453	\$	\$	
15		CHEESE, MOZZARELLA, 15% MF, SHREDDED	4	2.5	kg	10			kg	1225	\$	\$	
16		CHEESE, MOZZARELLA, 25% MF, SHREDDED	4	2.5	kg	10			kg	1550	\$	\$	
17		CHEESE, GRUYERE	2	2.5	kg	5			kg	24	\$	\$	
18		CHEESE, HAVARTI	1	4.3	kg	4.3			kg	260	\$	\$	
19		CHEESE, CREAM	6	1.5	kg	9			kg	360	\$	\$	
20		CHEESE, PROVOLONE	1	2.5	kg	2.5			kg	93	\$	\$	
21		CHEESE, SWISS	1	3	kg	3			kg	312	\$	\$	
22		CHEESE, BLUE, DANISH	1	3	kg	3			kg	11	\$	\$	
23		CHEESE, RICOTTA	1	2	kg	2			kg	348	\$	\$	
24		CHEESE CURDS	4	2.27	kg	9.08			kg	27	\$	\$	
25		CHEESE, CREAM, HERB AND GARLIC, INDIVIDUAL	200	18	gm	3600			kg	310	\$	\$	
26		CHEESE, GOAT	2	1	kg	2			kg	56	\$	\$	
27		CHEESE, HAVARTI, JALAPENO	1	4	kg	4			kg	200	\$	\$	
28		CHEESE, CHEDDAR, COLOURED, MEDIUM, SHREDDED	4	3	kg	12			kg	984	\$	\$	

ITEM NO.	OFFERER'S CODE	ITEM DESCRIPTION	REQUESTED PACKAGING			UNIT OF ISSUE SIZE	PROPOSED PACKAGING		UNIT OF MEASURE	ESTIMATED USAGE QUANTITY FOR 6 MONTHS	UNIT PRICE FOR 6 MONTHS AS PER UNIT OF MEASURE	EXTENDED PRICE
			4	3	kg		12					
29		CHEESE, MONTEREY JACK, SHREDDED	4	3	kg	12		kg	660	\$	\$	
30		CHEESE, BRIE	1	3	kg	3		kg	15	\$	\$	
31		CHEESE, SWISS, SLICES	2	2	kg	4		kg	524	\$	\$	
32		CHEESE, ROMANO, GRATED	1	2.5	kg	2.5		kg	5	\$	\$	
33		CHEESE, PARMESAN, SHREDDED	2	1	kg	2		kg	38	\$	\$	
34		CHEESE, CREAM, LITE, INDIVIDUAL	200	18	gm	3600		kg	198	\$	\$	
35		CHEESE, CHEDDAR, COLOURED, MEDIUM, LITE, INDIVIDUAL	100	21	gm	2100		kg	130	\$	\$	
36		CHEESE, RICOTTA, LOW FAT	1	2	kg	2		kg	160	\$	\$	
37		CHEESE, FETA, LOW FAT	1	3	kg	3		kg	162	\$	\$	
38		MILK, WHITE, 2%, 20 L	2	10	litre	20		Litre	20000	\$	\$	
39		MILK, WHITE, 1%, 20 L	2	10	litre	20		Litre	11520	\$	\$	
40		MILK WHITE IND.	1	160	ea	160		ea	4637	\$	\$	
41		MILK, CHOCOLATE, 1%, 20 L	2	10	litre	20		Litre	28700	\$	\$	
42		MILK, CHOCOLATE, 1%, 237 ML	50	237	ml	11850		Litre	4575	\$	\$	
43		MILK, WHITE, 2%, 237 ML	50	237	ml	11850		Litre	2000	\$	\$	
44		BUTTERMILK, 1 L	16	1	litre	16		Litre	272	\$	\$	
45		CREAM, 10 % MF, 1 L	12	1	litre	12		Litre	1516	\$	\$	
46		CREAM, 10 % MF, INDIVIDUAL	1	160	ea	160		ea	17600	\$	\$	
47		CREAM, 35 % MF, 1 L	1	1	litre	1		Litre	1082	\$	\$	
48		CREAM, 10% MF, 5 L	1	5	litre	5		Litre	1500	\$	\$	
49		CREAM, FRENCH VANILLA	12	473	ml	5676		Litre	68	\$	\$	
50		CREAM, HAZELNUT	12	473	ml	5676		Litre	48	\$	\$	
51		CREAM, IRISH CREAM	12	473	ml	5676		Litre	51	\$	\$	
52		YOGURT, PLAIN	6	650	ml	3900		Litre	577	\$	\$	
53		YOGURT, ASSORTED FLAVOURS, INDIVIDUAL	48	100	gm	4800		kg	30000	\$	\$	
54		YOGURT, GREEK, PLAIN, 2% MF	48	100	gm	4800		kg	23350	\$	\$	
55		CHEESE, COTTAGE, 1 %	1	2	kg	2		kg	2264	\$	\$	
56		WHIPPED TOPPING, BAG	12	454	gm	5448		kg	100	\$	\$	
57		SOUR CREAM	1	4	litre	4		Litre	990	\$	\$	
58		SOUR CREAM FAT FREE	1	4	litre	4		Litre	560	\$	\$	
59		BEVERAGE, SOYA, CHOCOLATE	6	1.89	litre	11.34		Litre	1394	\$	\$	
60		BEVERAGE, SOYA, VANILLA	6	1.89	litre	11.34		Litre	1020	\$	\$	
61		MILK, WHITE, LACTOSE FREE, 1 %	16	1	litre	16		Litre	1216	\$	\$	
62		EGGS, FRESH, LARGE, CANADA GRADE A	1	180	ea	180		ea	16740	\$	\$	

ITEM NO.	OFFERER'S CODE	ITEM DESCRIPTION	REQUESTED PACKAGING	UNIT OF ISSUE SIZE	PROPOSED PACKAGING	UNIT OF MEASURE	ESTIMATED USAGE QUANTITY FOR 6 MONTHS	UNIT PRICE FOR 6 MONTHS AS PER UNIT OF MEASURE	EXTENDED PRICE
<b>ADDITIONAL PRODUCTS:</b>									
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.									
63		CHEESE, CAMEMBERT	12 125 gm	1500		kg	20	\$ 20	
64		CHEESE, OKA	1 3.5 kg	3.5		kg	20	\$ 20	
65		CHEESE, CAMBOZOLA	1 2 kg	2		kg	10	\$ 10	
66		CHEESE, GORGONZOLA	1 1.5 kg	1.5		kg	10	\$ 10	
67		CHEESE, MASCARPONE	6 475 gm	2850		kg	25	\$ 25	
68		CHEESE, BOCCONCINI	1 3 kg	3		kg	15	\$ 15	
<b>ANNEX B1:</b>									
1							Estimated Value	% Mark-up	
							\$25,000.00		
						Six Months:	\$25,000.00		\$25,000.00