

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

**Bid Receiving - PWGSC / Réception des soumissions → TPSGC**

**10th Floor, 4900 Yonge Street /  
10e étage, 4900 rue Yonge  
Toronto  
Ontario  
M2N 6A6**

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

### Regional Master Standing Offer (RMSO)

### Offre à commandes maître régionale (OCMR)

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

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

## Comments - Commentaires

Address inquiries to the Contracting Authority at  
Hussain.Noor@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  
10th Floor, 4900 Yonge Street  
Toronto  
Ontario  
M2N 6A6

<b>Title - Sujet</b> Dairy Products RMSO	
<b>Solicitation No. - N° de l'invitation</b> E6TOR-20RM02/A	<b>Date</b> 2020-04-07
<b>Client Reference No. - N° de référence du client</b> E6TOR-20RM02	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-007-7922
<b>File No. - N° de dossier</b> TOR-0-43002 (007)	<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 2020-05-19</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> Noor, Hussain	<b>Buyer Id - Id de l'acheteur</b> tor007
<b>Telephone No. - N° de téléphone</b> (647)295-3458 ( )	<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 PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 4900 Yonge Street 10th Floor North York Ontario M2N6A6 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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## Definitions

In this Request for Standing Offers, unless the context otherwise requires.

### “Authorized User”

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

### “Federal Identified User”

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

### “Provincial/Territorial Identified User”

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

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## PART 1 - GENERAL INFORMATION

### Principal – Agent Relationship

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### Offer

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

### Exclusionary Clause

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

### 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:<br><br>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 General Conditions 2009 – Authorized Users, the General Conditions: Standing Offers – Goods or Services, Annex E - Authorized Users, the Basis of Payment, the Electronic Payment Instruments and any other annexes

The following Annexes are appended to and form part of this RFSO:

- Annex A - Requirement
- Annex B – Basis of Payment
- Annex C – Usage Reporting Form
- Annex D – Supplier Quality Assurance, Notice of Rejection/Discrepancy
- Annex E – Authorized Users
- Annex F – Additional Certifications

## 1.2 Summary

Public Works and Government Services Canada (PWGSC) has a requirement to establish a Regional Master Standing Offer for the supply of Dairy Products to Authorized Users.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Province of Ontario

Only Authorized Users will be authorized to issue call-ups against this RMSO. A list of Authorized Users will be provided at Annex E – Authorized Users.

- 1.2.1 The Ontario Region has been divided into 6 zones: Southern Ontario (1), Central Ontario (2), North Western Ontario (3), North Eastern Ontario (4), National Capital Region (5), and Eastern Ontario (6);
- 1.2.2 The Offeror can submit pricing on as many or as few line items as they wish for each zone they are providing an offer;
- 1.2.3 The Request for Standing Offer may result in the issuance of up to three (3) Standing Offers per zone;
- 1.2.4 The period of the Standing Offer is from June 01, 2020 to November 30, 2020;
- 1.2.5 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 Offer

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

#### 1.5 Disclosure of information – Optional Users

The following definitions apply to this provision only:

**“Optional Users”** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**“MASH entities”** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

#### 1.6 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 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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 (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 03 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the Department of Public Works and Government Services Act (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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 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:

*Bid Receiving – PWGSC  
4900 Yonge Street, 10<sup>th</sup> Floor  
Toronto, Ontario*

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

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction 2006, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect."

Facsimile number: 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 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.



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## **2.4 Applicable Laws**

The Standing Offer and any resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

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## 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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. 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 (1 hard copy)

Section II: Certifications (1 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 hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

##### 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.

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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

- i. The Offeror must submit with its offer, pricing in accordance with Annex B – Basis of Payment, in Canadian Funds. Pricing must be provided for any line item for each zone the Offeror is submitting an offer;
- ii. The Offeror must provide a maximum mark-up percentage for Special Orders. If left blank an amount of 0% will be assumed and used in any resultant standing offer;
- iii. A maximum of three (3) Standing Offers will be issued for each zone;
- iv. Offers will be evaluated based on prices detailed in Annex B – Basis of Payment;
- v. Each zone will be evaluated individually with the evaluation conducted on the lowest price per line item basis;
- vi. The Financial Evaluation will take place as follows:

##### **Three (3) or fewer offers received**

- a. Line items will be evaluated by calculating the Firm Unit of Measure (UoM) price by the Estimated Usages to determine the Extended Price;
- b. All items will be evaluated separately on a line item bases and the offeror(s) receiving the lowest Extended Price will be issued those line items;
- c. If Offerors submit the same Firm Unit of Measure (UoM) for an item, PWGSC will issue the line item to the Offeror with the greatest number of lowest priced line items.

##### **More than three (3) offers received**

- a. Line items will be evaluated by calculating the Firm Unit of Measure (UoM) price by the Estimated Usages to determine the Extended Price;
- b. **Step 1:** All offers will be evaluated on a line item bases. The three offers with the greatest number of lowest extended price line items will proceed to Step 2 of the evaluation. The remaining offers will receive no further evaluation;  
  
**Step 2:** Of the three offers identified from Step 1, each line item will be evaluated again, and issued to the lowest priced offeror.
- c. In the event that firm unit of measure prices are received for an item, PWGSC will issue the line item to the Offeror with the greatest number of lowest priced items.

**Table 1: Evaluation process to if more than three (3) offers received**

The table below represents an example if more than 3 offers are received as outlined above.

Offeror	Items offered out of 100	Evaluation Step 1	Evaluation Step 2
Offeror A	100	12	
Offeror B	100	46	51
Offeror C	86	18	21
Offeror D	59	24	28

**Evaluation process to determine total line item tie:**

In the event of a total line item tie:

- If the top two (2) Offerors have been determined and two (2) or more Offerors receive the lowest Extended Price on the same number of line items (resulting in a tie for issuance of a third Standing Offer); the offers will be evaluated as follows:
- PWGSC will issue the third standing offer to the Offeror who was successful on line items with the highest total estimated usages;

**Table 2: Evaluation process to determine total line item tie**

Offeror	Items offered	Step 1 Item Distribution	Total Estimated Usages	Step 2 Item Distribution
Offeror A	100	12	962	
Offeror B	100	46		48
Offeror C	86	30		35
Offeror D	59	12	2,318	17

**Note:** In this example, Offeror A and Offeror D received 12 items after Step 1 of the evaluation process. It was then determined that Offeror D was successful on items with the highest total estimated usages. The 12 items from Offeror A were included in Step 2 and distributed to the three (3) offerors with the lowest Extended Price for those items.

**4.1.2.1 Evaluation of Price**

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price-Bid

**4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

A maximum of three (3) Standing offers will be issued for each zone.

---

## 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" 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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### Definitions and Interpretation

**a) Definitions:** In this Standing Offer, a capitalized term shall have the meaning attributed to that term in *General Conditions 2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

**b) Other Interpretative Provisions,** unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

## **Key Terms**

### **Definitions**

In this Standing Offer, unless the context otherwise requires,

#### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

#### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

#### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

#### **“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

### **Principal – Agent Relationship**

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the 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 No Security Requirement Applicable**

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**

**2009** (2019-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

**The following section(s) from General Conditions 2009 apply to Federal Identified Users only:**

Section 11 – Integrity Provisions

### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed below. 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 electronically on a quarterly basis to the Standing Offer Authority.

The Quarterly reporting periods are defined as follows:

1st quarter: June 1 to August 31;

2nd quarter: September 1 to November 30;

## **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 01 June to 30 November 2020.

### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Appendix 1 – Locations, of the Standing Offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Hussain Noor  
Supply Specialist

Solicitation No. - N° de l'invitation  
E6TOR-20RM02/A  
Client Ref. No. - N° de réf. du client  
E6TOR-20RM02

Amd. No. - N° de la modif.  
File No. - N° du dossier  
TOR-0-43002

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

Public Works and Government Services Canada  
Acquisitions Branch  
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 management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

### **Contracting Authorities**

If a call-up is issued by:

### **Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

### **Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

#### **6.5.2 Offeror's Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

### **6.6 Authorized Users**

#### **Federal Identified Users**

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

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### Provincial/Territorial Identified Users

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

(to be inserted)

### Disclosure of information – Optional Users

**“Optional Users”** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**“MASH entities”** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred to hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## **6.7 Call-up Procedures**

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a

Call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## **6.8 Call-up Instrument**

### **6.8.1 Federal Identified User**

The Work will be authorized or confirmed by the Federal Identified User(s) using the duly completed forms, as listed below in paragraph 2, or their equivalents in accordance with paragraph 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer 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)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation of the Federal Identified User's authority to enter in to a Contract; and
  - acceptance of the terms and conditions of the Standing Offer.
  - confirmation that funds are available under section 32 of the Financial Administration Act
  - allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

### 6.8.2 Provincial/Territorial Identified User

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

### 6.9 Limitation of Call-ups

#### Federal Identified User

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

#### Provincial/Territorial Identified User

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

### 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions [2009](#) (2018-07-16), Standing Offers - Goods or Services – Authorized Users;
- d) the General Conditions [2015A](#) (2018-07-06), General Conditions – Goods – Authorized Users (Medium Complexity);
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Usage Reporting Form;
- g) Annex D, Supplier Quality Assurance, Notification of Rejection/Discrepancy;
- h) Annex E, Authorized Users;

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.

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.

## **6.14 SACC Clauses**

### **6.14.1 Price Adjustment – Milk**

The prices detailed in the Standing Offer are subject to upward or downward 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 increase or decrease from the provincial milk marketing board must be provided to the Standing Offer Authority.

At the Offeror's request, the Standing Offer will be revised to reflect the actual price of the increase or decrease, and will be evidenced, for administrative purposes only, through a revision to the standing offer completed by the Standing Offer Authority. The Offeror must not invoice at prices other than those specified in the Standing Offer.

### **6.14.2 Price Adjustment – Butter**

The prices detailed in the Standing Offer are subject to upward or downward adjustment to allow for any increase or decrease in the support prices for butter established by the Canadian Dairy Commission. A copy of the Offeror's notification of price increase or decrease from the Canadian Dairy Commission must be provided to the Standing Offer Authority.

At the Offeror's request, the Standing Offer will be revised to reflect the actual price of the increase or decrease, and will be evidenced, for administrative purposes only, through a revision to the standing offer completed by the Standing Offer Authority. The Offeror must not invoice at prices other than those specified in the Standing Offer.

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## **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.

### **Definitions and Interpretation**

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015A – Goods (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex X or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

2015A (2018-07-06), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

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**The following sections of 2015A apply to Federal Identified Users only:**

Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Section 16 Interest on Overdue Accounts, of 2015A (2018-07-06) General Conditions – Goods – Authorized Users (Medium Complexity) will not apply to payments made by credit cards.

**6.3 Term of Contract**

**6.3.1 Period of the Contract**

The period of the Contract is from 01 June to 30 November 2020 inclusive.

**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**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B and identified in the Call-up. Customs duties are included and Applicable Taxes are extra.

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

**6.4.2 Limitation of Price**

The Authorized User 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.

**6.4.3 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)



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## 6.5 Invoicing Instructions

- 6.5.1 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.
- 6.5.2 Invoices must be distributed as follows:
- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - 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 SACC Manual Clauses

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
[D3007C](#) (2007-11-30) Inspection and Stamping  
[D0014C](#) (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
[D0018C](#) (2007-11-30) Delivery and Unloading  
[D3004C](#) (2007-11-30) Type of Transport

## ANNEX "A" REQUIREMENT

### 1. Requirement

Public Works and Government Services Canada (PWGSC), Ontario Region on behalf of various government departments has a requirement for a Regional Master Standing Offer for the supply, delivery and offloading of various quantities of Dairy Products to kitchens, on an "as and when requested basis" for the period of the Standing Offer.

### 2. Food Quality Specifications

All goods supplied must be in accordance with the Food Quality Specifications located at [Publications.gc.ca](http://Publications.gc.ca)

FQS # & Description	SQA et Description	Catalogue # English	Numéro de catalogue
FQS-01 Eggs	SQA-01 Oeufs et produits d'œufs	D2-531/01-2018E-PDF	D2-531/01-2018F-PDF
FQS-18 Milk and Milk Products	SQA-18 Lait et produits laitiers	D2-531/18-2018E-PDF	D2-531/18-2018F-PDF
FQS-19 Cheese	SQA-19 Fromage	D2-531/19-2018E-PDF	D2-531/19-2018F-PDF
FQS-26 Butter and Margarine	SQA-26 Beurre et margarine	D2-531/26-2018E-PDF	D2-531/26-2018F-PDF
FQS-29 Ice Cream and Sorbets	SQA-29 Crème glacée et sorbet laitier	D2-531/29-2018E-PDF	D2-531/29-2018F-PDF

### 3. Standards

All food must comply with, but not limited to the following standards and regulations:

- The Canadian Food and Drug Regulations
- Canadian Food Inspection Agency Inspection Standards
- Canada Agriculture Products Act
- Canada Sanitation Code, as it relates to delivery vehicles

### 4. Delivery

#### 4.1 Delivery Zones

The Ontario Region has been divided into the following delivery zones.

*Zone 1 (Southern Ontario) – postal codes starting with M, N, L0N, L4T, L4V, L4W, L4X, L4Y, L4Z, L5,*

*Zone 2 (Central Ontario) – postal codes starting with L0M, P2A, P0C, P0B, P0E, P1P, P1L, P1H*

*Zone 3 (North Western Ontario) – postal codes starting with P0H, P1A, P0R, P05, P0M, P0N, P2N, P0K, P0J, P3, P5*

*Zone 4 (North Eastern Ontario) – postal codes starting with K8A, K8B, K8H, K7V*

*Zone 5 (National Capital Region) – postal codes starting with K1, K2, K4, K7A, K7C, K7G, K7H, K7S*

*Zone 6 (Eastern Ontario) – postal codes starting with K7K, K7L, K7M, K7N, K7P, K7R, K8N, K8P, K8R, K8V, K0K,*

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## **4.2 Delivery Locations**

- 4.2.1 Delivery is required throughout the entire zone(s) the Offeror holds a Standing Offer(s);
- 4.2.2 The following locations are anticipated delivery points, however other locations may be required;
- 4.2.3 Deliveries must be made directly to the location detailed in the Call-up

## **4.3 Period of Delivery**

- 4.3.1 Deliveries must be made in accordance with the time and date indicated on the call-up document;
  - If a Ready Duty Ship as identified on the call-up requires delivery it takes precedence over all other delivery requirements and the delivery time window must be met at the specific time outlined;
- 4.3.2 Delivery must be made within seventy-two (72) hours from receipt of a Call-Up document;
- 4.3.3 Emergency deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost;
- 4.3.4 The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery;
- 4.3.5 Deliveries for special orders must be made within 7 calendar days. This time frame has been established as a general timeframe for all non-stocked items. Government departments must contact their suppliers in advance in order to determine if the lead time of 7 days can be met. If not, the contractor must contact the client department to identify the most realistic time frame and provide a reason for the delay.

## **4.4 Delivery Vehicle(s)**

- 4.4.1 All goods must be delivered in vehicles which are clean, free of odours and free of any signs of rodent or insect activities;
- 4.4.2 The vehicle(s) utilized for the transportation must be considered as an extension of the company premises and as such the environment it presents must not put at risk the integrity of the food products.

## **4.5 Delivery Slips**

- 4.5.1 The Contractor must supply a delivery slip with each delivery. The delivery slip will be used to compare what was shipped, actual count of products shipped to the products ordered on the call-up to determine acceptance of order.

## **4.6 Back Orders**

- 4.6.1 Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer;
- 4.6.2 Items must not be short shipped when the entire quantity ordered is not available. All items ordered must be processed on a fill or kill basis.

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#### **4.7 Discontinued Product**

- 4.7.1 All discontinued products must be reported to the Contracting Authority immediately. The Contractor must replace the discontinued product with a comparable one that is equal cost until the replacement product is agreed upon and approved. The replacement produce must be approved by the Project Authority and Contracting Authority.

#### **4.8 Substitutions**

- 4.8.1 The Contractor must supply the products in the size quoted and outlined in the Basis of Payment. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Contractor must notify the Standing Offer Authority to obtain their acceptance of the replacement size;
- 4.8.2 If the Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted.

#### **4.9 Inspection and Acceptance**

- 4.9.1 Final inspection and acceptance of product(s) rests solely with the consignee at the point of delivery. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee has the right to reject products at the time of delivery and unacceptable product(s) must be removed immediately by the Offeror;
- 4.9.2 The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description;
- 4.9.3 The site authority will identify any discrepancies and/or short shipments of products at the time of delivery. The Contractor must issue a credit for all discrepancies and/or short shipments of products within seven (7) working days.

#### **4.10 Rejections**

- 4.10.1 Rejected items discovered after delivery must be picked up and replaced within one (1) working day of notification of the rejection;
- 4.10.2 Rejections also cover deliveries that are not completed in compliance with the delivery requirements under 4. Delivery.

#### **4.11 Packaging**

- 4.11.1 The Offeror is responsible for all costs for the supply, pickup, removal, disposal and recycling of empty pallets and shipping containers;
- 4.11.2 Items must be packaged to prevent cross-contamination. Like items by category are encouraged to be placed together and different categories must be separated. For example, raw meat must not be packaged together with fresh mushrooms if the Offeror holds more than one Standing Offer and is delivering different categories at the same time;
- 4.11.3 The offeror must use every effort to utilize environmentally friendly packaging.

#### **4.12 Access to Correctional Service Canada (CSC)**

- 4.12.1 The Contractor must ensure that delivery staff carry proof of identity at all times, or they will be denied access to the location.

4.12.2 The delivery vehicles may be subjected to a search when entering and exiting the location.

4.12.3 Under the authority of the Corrections and Conditional Release Act, personal information is collected in order to authorize access to a federal institution.

## **5. Call-Ups**

### **5.1 Acknowledgment of call-ups**

5.1 The Offeror must not proceed without receipt of a duly completed and authorized call-up;

5.2 The Offeror must acknowledge receipt of each call-up.

### **5.2 Minimum Call-Up**

5.2.1 There is no minimum call-up limit and no minimum shipment due to limited storage areas

## **6. Product Recall**

6.1 All products that are recalled by a manufacturer must be returned to the Contractor. The Contractor must notify the Project Authority on the call-up immediately of any product which is subject to a product recall by a manufacturer. The Contractor must pick-up the product recall within twenty-four (24) hours of the recall notice. The Contractor must offer a comparable substitute product at no additional expense or provide a credit note for reimbursement of the recalled product

## **7. Miscellaneous Items**

7.1 Miscellaneous items are items that are not specified in Annex B and are not required by the client on a regular basis.

7.2 Miscellaneous items will be paid in accordance with the % mark-up outlined in Annex B and the Offeror's regular, seasonal and sale catalogues or current published price lists in effect at the time of call-up.

7.3 The total amount of miscellaneous items incorporated on any call-up must not exceed 25% of the individual call-up total value (taxes included).

## **8. Greening**

8.1 The Offeror is responsible for determining if pallets are used. If pallets are used, the Offeror must have a pallet tracking system in place. The Contractor must ensure that the number of pallets delivered to a location is the same number returned monthly. The Offeror must maintain a record of the number of pallets delivered to and returned by for each delivery location on a monthly basis. A copy of this record must be provided to the Contracting Authority monthly. Any discrepancy with the quantities of pallets delivered and returned on the record will be forwarded to the Contractor in writing within thirty (30) days after the last delivery date of month;

8.2 Any plastic used to wrap the pallets must be recyclable;

8.3 Provide Polyethylene Terephthalate and High-density polyethylene plastic containers when available;

8.4 Deliveries should be made in hybrid vehicles if the Contractor has hybrid vehicles in their fleet;

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8.5 Contractors facilities must use LED lighting.

**9. Price List Updates**

9.1 The pricing provided by the Offeror in Annex B is firm for the entire period of the Standing Offer, unless otherwise specified;

9.2 The Offeror can provide new pricing in accordance with the pricing rebid frequency and terms and conditions provided in Annex B—1.

## APPENDIX 1 - LOCATIONS

### 1. Zones

1.1 Offerors must deliver to all locations identified in the zone for which they hold a standing offer.

#### Zone 1 – Southern Ontario

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Service Canada	Grand Valley Institution	1575 Homer Watson Blvd Kitchener, ON N2P 2C5	
Department of National Defence	32 Service Battalion DND Denison Buildings	1 Yukon Lane Toronto, ON M3M 3J5	
	31 Service Battalion, Wolsley Barracks	701 Oxford St E, London ON N5Y 4T7	

#### Zone 2 – Central Ontario

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Service Canada	Beaver Creek Institution	Beaver Creek Drive Gravenhurst, Ontario P1P 1Y2	
Department of National Defence	CFB Borden - Curtiss Dining Hall	118 Rafah Crescent, Bldg. S-164 Borden, ON L0M 1C0	
	CFB Borden - Vicker's Dining Hall	179 Ortona Road, Bldg. T-169 Borden, ON L0M 1C0	
	CFB Borden - Officers Kitchen	32 Caem Circle, Bldg. P-160 Borden, ON L0M 1C0	
	CFB Borden - Food Service Cadre	25 Anson Road, Bldg. S-149 Borden, ON L0M 1C0	
	CFB Borden - R(C)SU Centre, CTC Blackdown	25 Command Road, Bldg. BP-81 Borden, ON L0M 1C0	

#### Zone 3 – North Western Ontario

Department	Location Name	Location Address	Delivery Information and Special Instructions
Department of National Defence	CFB North Bay	22 Wing North Bay Hornell Heights, ON P0H 1P0	

#### Zone 4 – North Eastern Ontario

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Department	Location Name	Location Address	Delivery Information and Special Instructions
Department of National Defence	CFB Petawawa - Normandy Court Kitchen	Normandy Court Kitchen, Building G-104. Garrison Petawawa, ON K8H 2X3	
	CFB Petawawa - 2 RCHA - FOOD SVCS SECTION	132 Simmonds Parade Square, Petawawa ON, K8H 2X3	
	CFB Petawawa - 1 RCR - FOOD SVCS SECTION	377 Menin Road, Y-101 Bldg, Petawawa ON, K8H 2X3	
	CFB Petawawa - 1 CDN FIELD HOSP - FOOD SVCS SECTION	147 Flanders Row, BB104, Petawawa ON, K8H 2X3	
	CFB Petawawa - 3 RCR - FOOD SVCS SECTION	284 Montgomery Road, Bldg S-118, Petawawa ON, K8H 2X3	
	CFB Petawawa - CANSOFCOM 2 - FOOD SVCS SECTION	175 River Road, Bldg CC-125, Petawawa ON, K8H 2X3	
	CFB Petawawa - 2 CER - FOOD SVCS SECTION	2 CER (Combat Engineer Regiment) 2 Sapper Way, Bldg BB-129, Petawawa, ON K8H 2X3	
	CFB Petawawa - 2 CMBG HQ & SIG SQN - FOOD SVCS SECTION	246 Centurion Road, CFB Petawawa H-119, Petawawa, ON K8H 2X3	
	CFB Petawawa - RCD - FOOD SVCS SECTION	144 Amiens Road, B-104 RCD Cook Section, Petawawa, ON K8H 2X3	
	CFB Petawawa - 2 SVC BN - FOOD SVCS SECTION	123 Peacekeepers Way, L54 Back Door, Petawawa, ON K8H 2X3	
	CFB Petawawa - 2 FIELD AMBULANCE - FOOD SVCS SECTION	80 Montgomery Road, BB-130, Petawawa, ONK8H 2X3	
	CFB Petawawa - 427 TAC HEL SQN - FOOD SVCS SECTION	Food Svcs Bldg Cc-127 735 Passchendale Rd, Petawawa, ON K8H 2X3	
	CFB Petawawa - 450 TAC SQN - FOOD SVCS SECTION	450 Mattawa Plains, Bldg Cc128, 450 Mattawa Trail, Petawawa, ON K8H 2X3	

#### Zone 5 – National Capital Region

Department	Location Name	Location Address	Delivery Information and Special Instructions
	CFB Ottawa - Connaught Range Kitchen	4 Snider Rd, Nepean Ont, K2K 2W6	



Department of National Defence	412 (T) SQN	200 Comet Pvt, Ottawa, ON, K1V 9B2	
	33 SVC BN Ottawa Field	2100 Walkley Road, Back Door Kit/Supply, Ottawa On, K1A 0K2	
		3153 Dwyer Hill Road Ashton, Ontario K0A 1B0	

### Zone 6 – Eastern Ontario

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Service Canada	Warkworth Institution	County Road 29, Off Highway 30 Warkworth, ON K0L 1L0	
	Millhaven Institution & Bath Institution	Highway #33 Millhaven, ON K0H 1G0	
	Collins Bay Institution	1455 Bath Road Kingston, ON K7L 4V9	
	Joyceville Institution	Highway #15 Joyceville, ON K7L 4X9	
Department of National Defence	CFB Trenton - 8 Wing Food Services	75 Yukon St, Astra, ON K0K 3W0	
	CFB Trenton - 8 Wing Officers' Mess	182 Yukon St, Astra, ON K0K 3W0	
	CFB Trenton	30 East North Star Dr, Astra, ON K0K 3W0	
	CFB Trenton - 437 Squadron	Hanger 10 52 North Star Drive Astra, ON K0K 3W0	
	CFB Kingston - Routledge Hall	9 Parade Rd, Bldg B31 Kingston, ON K7K 7B4	
	CFB Kingston - Royal Military College Cadet Dining Hall	22 Amiens Ave., Yeo Hall Kingston, ON K7K 7B4	
	CFB Kingston - Vimy Officers Mess	1 Princess Royal Avenue, Bldg VC-1 Kingston, ON K7K 2Z2	
	CFB Kingston - Fort Frontenac Officer's Mess	Fort Frontenac Officer's Mess LaSalle Block, Bldg FF3 317 Ontario St Kingston, ON K7K 7B4	
	CFB Kingston - Warrant Officers' and Sergeants' Mess	18 Craftsman Boulevard, Bldg. MB-52 Kingston, ON K7K 7B4	
	CFB Kingston - Canadian Forces Joint	20 Red Patch Ave, Clement Bldg ME-30, Bay 2	

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	Signal Regiment	Kingston, ON K7K 5B4	
	CFB Kingston - Jr Ranks Mess Kitchen	2 Sadie Road, Junior Rank Kitchen, Kingston ON K7K 7B4	
	HCMS Cataraqui	24 Navy Drive Kingston, ON K7K 7B4	

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## **ANNEX "B" BASIS OF PAYMENT**

See attached Excel document.

### **1. Provincial Milk Marketing Board Price Adjustments**

PWGSC will follow the Price Adjustment process for Milk and Butter items as detailed in A. Standing Offer, Article 6.13 SACC Clauses. The PWGSC Contracting Authority will only accept a copy of the Offeror's notification of price increase or decrease issued from the provincial milk marketing board. Documents from the Offeror's distributors will not be accepted.

The Standing Offer will be revised to reflect the actual price of the increase or decrease as indicated from the provincial milk marketing board and will not take into account any other price increases.

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**ANNEX “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" USAGE REPORTING FORM

Company Name: \_\_\_\_\_

Standing Offer No.						
Month:						
Unitrak Code	Offerors Code	Item Description	Case Description	Quantity	Firm KG Price or	Firm Case Price
Monthly Total						\$

**NIL REPORT:** We have not done any business with the federal government for this period [ ]

**PREPARED BY:**

NAME: \_\_\_\_\_ TELEPHONE No.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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## ANNEX "D" SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY

*If you are not receiving the quality level of goods or services expected from the supplier, please complete this feedback form with specific details.*

**Department/Unit (with complaint)**

**Date of Discrepancy**

**Supplier/Company Name**

**Standing Offer #**

**Supplier Product Code**

**Unitrak or FSIMS Code**

### 1. TYPE OF DISCREPANCY (Check appropriate remarks below)

- ☐ Did not meet delivery time
- ☐ Invoices did not conform to contract/order terms
- ☐ Good/services did not meet specification requirements
- ☐ Delivery charges were added
- ☐ Other (specify in Remarks section)

### 2. ACTION TAKEN (Check appropriate remarks below)

- ☐ Replacement requested
- ☐ Shipment quarantined due to hygiene reasons
- ☐ Replaced by local purchase (LPO)
- ☐ Goods accepted due to operational requirements.
- ☐ Goods returned to the Supplier.

### 1. REMARKS (Specify details of Rejection/Discrepancy).

**4. DATE SUBMITTED**

**5. CONTACT NAME**

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### **ANNEX "E" AUTHORIZED USERS**

The following entities are authorized to use the standing offer:

1. The Province of Ontario

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## ANNEX "F" ADDITIONAL CERTIFICATIONS

### 1. Board of Directors

Please refer to Part 5, Certifications, Article 5.2.1 for details.

Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____

### 2. Procurement Business Number (PBN)

Please refer to Section 02, [Procurement Business Number](#) of the [2006](#) (2019-03-04) Standard Instructions – Request for Standing Offers - Competitive Requirements

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.