



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

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

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

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

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

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

Comments - Commentaires

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

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

Title - Sujet Food Catering Services - SW Ontario	
Solicitation No. - N° de l'invitation W3027-188142/A	Date 2018-07-04
Client Reference No. - N° de référence du client W3027-188142	GETS Ref. No. - N° de réf. de SEAG PW-\$TOR-031-7559
File No. - N° de dossier TOR-8-41039 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-08-14	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Schmidt, Jeff	Buyer Id - Id de l'acheteur tor031
Telephone No. - N° de téléphone (905)615-2058 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 31 CBG G4 Sup 701 Oxford St E. - Bldg. 134 London Ontario N5Y4T7 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications 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 Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

- (i) The Department of National Defence (DND), 31 Canadian Brigade Group (31 CBG) and Regional Cadet Support Unit (RCSU) require Food Catering Services throughout South Western Ontario from Windsor to Niagara Falls on an as and when requested basis.
- (ii) A total of six (6) Regional Individual Standing Offers (RISOs) are anticipated, with one (1) for each region with the estimated dollar value (HST included) for each region indicated listed below.
 - Region 1 - Windsor, Cedar Springs & Chatham - \$282,500.00
 - Region 2 - London, St. Thomas, Stratford & Port Stanley - \$395,500.00
 - Region 3 - Sarnia - \$84,750.00
 - Region 4 - Cambridge, Guelph Kitchener, Waterloo, - \$113,000.00
 - Region 5 - Hamilton, Burlington, Grimsby, St. Catharines, Welland - \$254,250.00
 - Region 6 - Brantford, Simcoe - \$56,500.00
- (iii) The period of the RISOs are from September 1, 2018 to August 31, 2019 with two optional, one-year extension periods.

-
- (iv) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
 - (v) 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.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (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.

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

Delete: 60 days
Insert: 90 days

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

2.3 Former Public Servant – Competitive Offer

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 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.

2.5 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: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

- 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: Technical Offer (two (2) hard copies)
Section II: Financial Offer (one (1) hard copy)
Section III: Certifications (one (1) hard copy)
Section IV: Additional Information (one (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: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex 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.

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

Section IV: Additional Information

Board of Directors
Procurement Business Number

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

#	Mandatory Criteria	Bidder's should indicate where the required information is located in their offer.
1	The bidder must have a minimum of 2 years from the bid closing date of documented experience in the catering industry. To demonstrate this experience, the bidder must provide details related to the <u>history and background of their company</u> with their bid.	_____ Page/section #
2	The bidder must demonstrate that all employees working within this requirement have successfully passed the Canadian Food Handler Certification course offered by the Canadian Institute of Food Safety or equivalent. Bidders must contact the Contracting Authority to request equivalency prior to bid closing. Equivalency may only be granted by the Department of National Defence Technical Authority and confirmed to the bidder by the Contracting Authority.	_____ Page/section #
3	The bidder must demonstrate their experience in providing food catering services by describing a minimum of one (1) previous contract where they provided services that were similar in scope and size to this requirement. To demonstrate this experience, the bidder must provide the following information with their bid, at time of bid closing: i. Customer's name and contact information; ii. Period of the contract; iii. Number of meals served.	_____ Page/section #
4	The bidder must be within 100 km by road using Google Maps from the areas stipulated within the applicable region.	_____ Page/section #
5	The bidder must provide a proposed menu for a seven (7) day period that includes Breakfast, Lunch and Dinner. The proposed menu must meet the Standards outlined in Annex A – Appendix 1.	_____ Page/section #

4.1.2 Financial Evaluation

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

4.1.2.2 The Offeror must submit pricing for all line items for the Firm and Optional Periods in accordance with Annex B, Basis of Payment. Pricing must be provided for all line items for the region(s) being offered;

4.1.2.3 Each Region is evaluated separately;

4.1.2.4 For each Region, the price used in the evaluation will be the Extended Prices of the Firm and Optional Periods calculated by multiplying the Estimated Persons Per Meal (Column A) by the Firm Price Per Meal (Column B) (Column A x Column B = Column C) in accordance with Annex B, Basis of Payment.

4.2 Basis of Selection

4.2.1 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.

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 procurement 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" 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 Statement of Work at Annex "A".

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 quarterly reporting periods are defined as follows:

1st quarter: September 1 to November 30;
2nd quarter: December 1 to February 28;
3rd quarter: March 1 to May 31;
4th quarter: June 1 to August 31.

The data must be submitted to the Standing Offer Authority no later than 15 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 1 September 2018 to 31 August 2019.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2, 1-year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

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

Telephone: 905-615-2058

E-mail address: jeff.schmidt@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

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

6.7 Identified Users

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

- a) G4
- b) G4 Foods
- c) G4 Sup
- d) G4 Ops
- e) Designated Personnel by the G4 or 31 CBG HQ for a specific time frame.
- f) Regional Cadet Support Unit/Logistics Officer

6.8 Call-up Procedures

The Identified User must create a Call-up against a Standing Offer using form PWGSC-TPSGC 942 or Electronic Purchase Order.

The Identified User must fax or email the document to the Standing Offer holder no later than seven calendar days prior to the date that services are required. Call-ups submitted later than seven (7) calendar days may be refused by the Standing Offer holder.

The Standing Offer holder must acknowledge receipt of the call-up within twenty four (24) hours of receiving the call-up.

Any amendments to call-ups must be authorized by G4 cell delegate prior to issuing and acceptance by the Standing Offer holder

6.9 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 2 and 3 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-TPSGC 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.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$75,000.00 (Applicable Taxes included).

6.11 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

6.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- 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 [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Reporting;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____

6.13 Certifications and Additional Information

6.13.1 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.

6.14 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

6.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section [13 Interest on overdue accounts](#), of [2010C](#) (2018-06-21) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

The Work is to be performed during the period of 1 September 2018 to August 31, 2019.

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 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 Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed the Call-up. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.4.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

6.4.4 Electronic Payment of Invoices – Call-up

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

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

6.5 Invoicing Instructions

- 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.

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract;
- b) The invoice must identify the call-up number;
- c) The invoice must identify the consignee address where the goods were delivered;
- d) The invoice must include the quantity and Firm Case Price for each item ordered.

- 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 Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.7 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations

B7500C (2006-06-16) Excess Goods

D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products

D3007C (2007-11-30) Inspection and Stamping

ANNEX "A"

STATEMENT OF WORK

1. Background

The Department of National Defence (DND), 31 Canadian Brigade Group (31 CBG) and Regional Cadet Support Unit (RCSU) require Food Catering Services throughout South Western Ontario from Windsor to Niagara Falls on an as and when requested basis.

2. Frequency of Service Requirements

Although the majority of call-ups against this Standing Offer Agreement (SOA) will occur between the months of September and June, the Contractor must be available throughout the year. Further, the Contractor must be available to provide services throughout the entire week, as the majority of call-ups during the September to June period will coincide with weekend training for the Army Reserve. In periods of Provincial emergency, Contractors must provide continuous catering services for a period of up to three weeks to support.

3. Provision of Personnel

The Contractor must ensure the provision of qualified management and non-management personnel to efficiently operate all Food Services requirements provided to the Department of National Defence.

The contractor is responsible for the contractor's staff's meals at the contractor's own expense.

4. Provision of Equipment

The Contractor is responsible to provide all equipment deemed necessary to fulfill the scope of work. The Contractor may not use DND kitchens, serveries, or other kitchen or serving equipment.

5. Meal Specifics

5.1 Capacity

The Contractor must at a minimum feed up to approximately 100 people per meal with a peak service up to approximately 250 per meal.

5.2 Portion Size

Portion sizes and/or quantities for bag lunches, for all units, provided by the Contractor must conform to the specifications outlined in Appendix 1.

All condiments must be portion control pack sizes to prevent cross contamination.

5.3 Menus

The Contractor must, on being awarded the Standing Offer, provide a seven-day cycle menu for Breakfast, Lunch and Supper for review by the 31 CBG HQ G4 Staff and/or Regional Cadet Support Unit (RCSU). Cycle menus are required to ensure that menus are not repeated one after the other, to ensure that quality standards are met, and to ensure that the same meal or menu is not repeated weekend after weekend. Once the Contractor has accepted a call-up, the Contractor must submit the menu to be provided for the duration of the call-up. In the event that the call-up exceeds seven days, the Contractor must provide only a seven-day cycle menu. In addition, the Contractor must:

- a. Provide all dietary and religious requirements requested in the call-up special instructions section;
- b. Be aware of the entitlement from the Food Service Manual, as the Contractor may carry extra food in case of an emergency;
- c. Ensure that all items meet [Canada's Food Guides](#)

5.3.1 Breakfast Menu

The Breakfast Menu must include:

2 large eggs per person, Pancakes/French toast (two pieces per person served); and
2 types cooked meat (1 beef, 1 pork – Chicken sausage is acceptable); and
4 types of bread; and
3 types of individual packaged cereals (one per person served); and
2 types of individual packaged milks (one per person served); and
3 types of hot beverages (coffee, tea & hot chocolate); and
3 types of 100% juice (2 fruit and 1 vegetable, no sugar drinks); and
Bottled water – 1 per person served; and
3 types of fresh fruit – 1 piece per person served; and
Cheese – 30 grams; and
4 types of individual yogurt; and
Condiments:

- a. 2 spreads (butter or margarine); and
- b. 5 varieties of either jams/jellies, honey, ketchup, mayonnaise, mustard, hot sauce, or meat sauce (as applicable to the meal); and
- c. Sugar, sweetener, coffee mate, and creamers.

5.3.2 Lunch and Supper Menus

Lunch and Supper Menus must include:

1 type of Soup; and
2 types of cooked meat (1 non-pork option if requested on call up); and
1 vegetarian entrée choice (if requested on call up); and
1 pasta choice or 1 starch choice; and
1 cooked vegetable; and
Salad: 2 prepared and 1 greens; and
3 types of fresh fruit – 1 piece per person served; and
4 types of bread; and
3 types of hot beverages (coffee, tea and hot chocolate - seasonal); and
3 types of juice (2 fruit, 1 vegetable, no sugar drinks); and
Bottled water – one bottle per person served; and
2 types of individual milks – 1 per person served; and
Desserts: 2 prepared, 2 baked, 4 types of yogurt (note - granola or other bars are not acceptable); and
Condiments:

- a. 2 spreads (butter or margarine); and
- b. 5 varieties of jams/jellies, honey, ketchup, margarine/butter, mayonnaise, mustard, hot sauce, meat sauce (as applicable to the meal); and
- c. sugar, sweetener, coffee mate, and creamers.

5.3.2.1 BBQ (Supper Only)

The Department of National Defence may request supper to be provided as a BBQ. DND will outline this request on the Call Up documentation.

The contractor must provide a BBQ menu for supper that meets the supper menu as outlined above in "Lunch and Supper Menus".

5.3.3 Bagged Lunches

Bagged Lunches must include:

Packaging; and

2 Sandwiches, filling of (90g of meat or 110g mixed filling per sandwich, white or whole wheat bread, each sandwich is to offer a different sliced meat option with cheese and butter. (**Note** - no mayonnaise-based sandwiches will be provided on hot days); and

1 fruit juice (tetra pack); and

1 bottle of water; and

Pudding or Jell-O pack (with plastic spoon); and

Dessert: cookies or squares; and

Vegetable Sticks (carrots, celery, peppers); and

Pickles; and

1 Boiled Egg (weather permitting); and

Fresh Fruit – one piece; and

Condiments:

- a. Dip for vegetable sticks; and
- b. Salt & pepper packages for boiled egg; and
- c. Two packages of mayonnaise, mustard, or other spread as applicable to the sandwich.

Note: Portion sizes and/or quantities for bag lunches must conform to portions/quantities identified for lunches in Appendix 1 to Annex A.

5.3.4 Between Meal Supplements

Between Meal Supplements must include:

Between meal supplements are designed to provide additional food for DND/CF personnel who are undergoing rigorous training activities or who are conducting heavy physical labour. If requested in the call-up, the between meal supplements must be left on-site by the Contractor for self-serve access by the DND/CF units:

One loaf of bread per 10 persons served; and

Two types of packaged cookies – two packages per person served; and

Three fruit juice (tetra pack) per person served; and

Fresh Fruit (oranges or apples) – one per person served; and

Plastic knives – one per person served; and

Packaged Condiments:

- a. Peanut Butter – two packages per person served; and
- b. 5 varieties of jams/jellies, honey – three packages per person served; and
- c. Cheese spread – two packages per person served.

5.4 Transportation

The Contractor must supply one catered meal per delivery to ensure that proper holding temperatures are maintained. Proper holding temperatures for hot meals are identified in the 'Food Safety Code of Practice for Canada's Foodservice Industry book (Published by the Canadian Restaurant and Foodservice Association, 2003).'

5.5 Service

Catering Staff must serve all meals and are required to wear disposable gloves, disposable hats and apron. Hats that are worn to and from location not allowed. Military Staff that wishes to help serve must follow to same guidelines.

5.6 Service Area

Catering Staff must ensure that serving area is clean prior to set up of serving area and after service has been completed.

5.7 Service Validation

Catering Staff must have a list of Units being served, including Point of contact with telephone number, numbers to be fed as per call-up. This is crucial since caterer may be feeding multiple units/events at the same location.

5.8 Meal Hours

As and when requested the contractor will provide meal service for up to three meals per day. The following are typical meal service hours but are subject to change to reflect training requirements.

Breakfast: 0630hrs-0800hrs (inclusive)
Lunch: 1100hrs-1300hrs (inclusive) Sunday 1030hrs-1330hrs (inclusive)
Supper: 1630hrs-1800hrs (inclusive)

The Contractor will be notified at time of call up of any changes to the meal times described above. Meal timings are subject to change, however being delayed one hour increases labour cost for the caterer and may be subject to additional charges.

5.9 Style of Service

The Contractor must provide cafeteria (buffet-style) service during the hours of operation.

5.10 Hygiene and Sanitation

The Contractor must follow the guidelines in the 'Food Safety Code of Practice for Canada's Foodservice Industry, *CFRA, 2003*, and the Contractor must demonstrate that all employees charged with the preparation and handling of food have received food handler training acceptable to the provincial health authorities.

The Project Authority reserves the right to conduct unscheduled Quality Control Inspections of the Contractor's food preparation areas, storage facilities, food service area, and staff it ensure that guidelines from the Food Safety Code of Practice for Canada's Foodservices Industry, *CFRA, 2003*, book are being followed. Inspections shall be carried out by either a qualified Food Services Inspector or by DND Preventative Medicine personal.

6. Complaint Resolution

DND/CF and/or RCSU provided services in accordance with this contract may identify reasonable concerns regarding the Contractor's services to the Contractor while the Contractor is on-site. The Contractor must attempt to resolve these concerns on-site as a matter of good business practice. Where the Contractor is not able to resolve a complaint, the Contractor must contact the Project Authority to identify the specific concerns raised by DND/CF and/or RCSU. All concerns or complaints raised by DND/CF and/or RCSU will be addressed through the creation of a Performance Incident Report by the Project Authority. A copy of each report will be provided to the Contracting Authority.

7. Cancellation of Call Ups

In the event that the Project Authority is required to cancel a call-up, the Project Authority may do so without financial penalty so long as the Contractor is given notification of the cancellation not later than 48 hours prior to the date that services are required. If the Project Authority cancels the call-up later than 48 hours prior to the date that services are required, DND remains liable to pay for the full cost of the call-up. This notwithstanding, call-ups may be cancelled within the 48 hour period prior to services being required without financial penalty to DND if the cancellation is mutually agreed to by both the Project Authority and the Contractor. Notification of cancellation may be made verbally or by telephone, but must be confirmed in writing.

8. Inability to provide requested services

In the event that the Contractor is unable to deliver services and the Contractor advises the Project Authority of this fact not later than three working days prior to the requirement, the Contractor will not be paid for meals not provided but will not be adversely assessed in terms of performance.

In the event that the Contractor is unable to deliver meals within 60 minutes of any requested meal time the Project Authority reserves the right to make alternate feeding arrangements for any meal that the Contractor does not supply. Under these circumstances, the Contractor will not be paid for meals that are not provided in accordance with the Call-up. If the Contractor advises the Project Authority or the DND/CF and/or RCSU receiving service as soon as it is apparent that the meals will be delayed, the Contractor will not be adversely assessed in terms of performance.

9. Transportation and Storage

The Contractor is responsible for all transportation costs in support of the food service operation. Food requiring refrigeration must be kept on ice or insulated containers. Hot food must be transported in insulated containers that will maintain holding temperatures as identified in the Food Safety Code of Practice for Canada's Foodservice Industry, *CFRA, 2003*. The Contractor must ensure that on-site staff are equipped with, and trained to use food service quality thermometers to verify holding temperatures. The Contractor may have no more than one (1) meal at the point of delivery (on-site) at any one time.

10. Regions

Reserve units are established across Southwest Ontario, from St. Catharines to Guelph to Windsor and RCSU is located in London. In order to address factors such as distance, travel time, the effects of inclement weather, regional costs, and, most importantly, food quality, safety and presentation, the Project Authority has established catering regions as follows, with the intent that individual caterers will service each region.

- 10.1 Region 1 – Windsor, Cedar Springs, Chatham; and
- 10.2 Region 2 – London, St. Thomas, Stratford and Port Stanley; and
- 10.3 Region 3 – Sarnia
- 10.4 Region 4 – Cambridge, Guelph, Kitchener, Waterloo
- 10.5 Region 5 – Hamilton, Burlington, Grimsby, St. Catharines and Welland
- 10.6 Region 6 – Brantford, Simcoe

10.1 Locations

Feeding will occur in the locations identified below, although the Project Authority occasionally may request services in other sites within these regions.

REGION #	AREA IN REGION	UNIT(s)	ADDRESS
1	Windsor	<ul style="list-style-type: none"> •Essex & Kent Scottish Regiment (E&K Scot R) •Windsor Regiment (WindR) •31 Service Battalion (31 Svc Bn) 	Major FA Tilston VC Armoury & Police Training Center 4007 Sandwich St Windsor, ON N9A 6N4
		<ul style="list-style-type: none"> •Her Majesty's Canadian Ship Hunter (HMCS HUNTER) 	960 Ouellette Ave Windsor, ON N9A 1C6
	Cedar Springs	<ul style="list-style-type: none"> •Cedar Springs Range Training Area 	8510 Water Street Cedar Springs, ON N0P 1P0
	Chatham	<ul style="list-style-type: none"> •A Company, Essex and Kent Scottish Regiment 	Chatham Armoury 280 Bloomfield Road RR 5 Chatham, ON N7M 5J5
2	London (Wolseley Barracks)	<ul style="list-style-type: none"> •31 Service Battalion (31 Svc Bn) •4th Battalion The Royal Canadian Regiment (4RCR) •1st Hussars (1H) •31 Canadian Brigade Group Headquarters (31 CBG HQ) •23 Field Ambulance Detachment London (23 Fd Amb Det London) •Regional Cadet Support Unit Detachment London (RCSU) 	701 Oxford St East London, ON N5Y 4T7
		<ul style="list-style-type: none"> •Her Majesty's Canadian Ship Prevost (HMCS PREVOST) 	19 Becher St London, ON N6C 1A4
	St. Thomas	<ul style="list-style-type: none"> •31 Combat Engineer Regiment (31 CER) 	St. Thomas Armoury 40 Wilson Ave St. Thomas, ON N5R 3R2
	Stratford	<ul style="list-style-type: none"> •T Company 4th Battalion, The Royal Canadian Regiment (4RCR) 	Stratford Armoury 80 Waterloo St Stratford, ON N5A 4A9

	Port Stanley	•Her Majesty's Canadian Ship Prevost (HMCS PREVOST) Boat Shed	Port Stanley Marina 286 Carlo Rd Port Stanley, ON N5L 1J1
3	Sarnia	•C Squadron 1st Hussars (1H)	Major G.H. Stirret Armoury 574 Confederation St Sarnia, ON N7T 2C3
4	Cambridge	•The Royal Highland Fusiliers of Canada (RHFC)	Colonel J.A. McIntosh DSO Armoury 1 Valour Place Cambridge, ON N1R 3P1
	Guelph	•11 Field Regiment (11 Fd Regt)	Guelph Armoury 7 Wyndham St S Guelph, ON N1H 4C4
	Kitchener	•B Company, The Royal Highland Fusiliers of Canada (B Coy, RHFC)	Bgen Walter Bean OBE Armoury 350 East Ave Kitchener, ON N2M 5C9
	Waterloo	•48 Field Squadron, 31 Combat Engineer Regiment (48 Fd Sqn, 31 CER)	Waterloo Armoury Unit B8-500 Parkside Dr Waterloo, ON N2L 5V4
5	Hamilton	•Royal Hamilton Light Infantry (RHLI) •Argyll and Sutherland Highlanders of Canada (ASH of C) •11 Battery, 11 Field Regiment (11 Bty, 11 Fd Regt) •31 Signals Regiment	John Weir Foote VC Armoury 200 James St North Hamilton, ON L8R 2L1
		•31 Service Battalion (31 Svc Bn) •23 Field Ambulance (23 Fd Amb) •Her Majesty's Ship STAR (HMCS STAR)	Canadian Forces Reserve Barracks Hamilton 650 Catherine St North Hamilton, ON L8L 4V7
	Burlington	•C Company, Royal Hamilton Light Infantry (C Coy, RHLI)	3230 Fairview St (2nd Floor) Burlington, ON L7N 3H5
	Grimsby	•Winona Rifle Range	656 Winston Road Grimsby, ON L3M 4E8

	St. Catherines	<ul style="list-style-type: none"> •The Lincoln and Welland Regiment (Linc & Welld Regt) •10 Battery , 56 Field Regiment (10 Bty, 56 Fd Regt) 	Lake St Armoury 81 Lake St St Catharines, ON L2R 5X3
	Welland	C Company, The Lincoln and Welland Regiment (C Coy, Linc & Welld Regt)	459 Prince Charles Drive Welland, ON L3B 5X1
6	Brantford	56 Field Regiment (56 Fd Regt)	Sergeant William Merrifield VC Armoury 18 Brant Ave Brantford, ON N3T 3G5
	Simcoe	69 Battery, 56 Field Regiment (69 Bty, 56 Fd Regt)	Sergeant Frederick Hobson VC Armoury 10 Robinson St Simcoe, ON N3Y 1W8

11. Other Requirements

The Contractor must, except as otherwise stipulated, provide all equipment necessary, or desirable, for the fulfillment of the Contractors' responsibilities including, without limitation: delivery vehicles; mobile hot-food holding equipment; linens; glassware; dinnerware; cutlery; utensils; and small ware for each event sites. Disposable ware is accepted with the exception of foam cups.

31 Canadian Brigade Group (31 CBG) and the Regional Cadet Support Unit Detachment London are reliant on the Contractor's experience and skill in determining the suitability of such equipment for the provision of safe, efficient, and esthetically pleasing food handling and serving. The Contractor is responsible to ensure that all equipment is kept in a neat, clean and sanitary condition at all times.

The Contractor must clear the preparation and serving areas by removing all garbage and refuse directly associated with the catering services immediately after serving is concluded for each meal. Accumulated refuse may be stored securely until removed from the serving location at the end of each day. The Contractor is responsible for the removal of the garbage from DND and to know and comply with all pertinent municipal waste removal requirements.

12. Hazardous Materials

The Contractor must not bring chemicals and hazardous materials onto the DND property except as may be necessary in connection with food services. Any such materials must be transported, labeled, used, stored and any waste in respect thereof must be removed, all in accordance with applicable laws. Further, for any such materials, the Contractor must supply Material Safety Data Sheets which must be provided to the Camp Food Services Officer before transport, use or storage of any such materials on the premises. The Contractor must ensure compliance with all Workplace Hazardous Materials Information System or similar laws applicable to Food Services; and must dedicate specific, appropriate locations within the premises for Material Safety Data Sheets.

Appendix 1 to Annex A

A. Standard Meal Entitlement Pattern

I. Regular Meal Pattern

1. Breakfast
Juice Fruit Breakfast entrée Breakfast meat or alternative Cheese or Yogurt Breakfast starch Breakfast vegetable Bread product Two beverages Condiments/Preserves
2. Lunch
Soup Main Entrée • Choice of freshly prepared protein dish, pasta, à la carte, or sandwich Starch Cooked vegetable Salad Bar Fruit Dessert Bread product Three beverages Condiments
3. Supper
Soup Main Entrée dish 1. Choice of freshly prepared protein dish, pasta, or à la carte item

Starch
Cooked vegetable
Salad Bar
Fruit
Dessert
Bread product
Three beverages
Condiments

Dispersed Meals:

Hot Meals

Dispersed hot meals shall be produced using foods that travel well and can withhold being held at the required temperature for reasonable periods of time in approved CF containers. A card indicating the amount per serving (for example, pork chop - 1; boiled potato - 2 pieces; cookies - 2) shall accompany each meal. **Food and equipment shall be prepared in accordance with the direction on dispersed meals provided in Chapter 7.**

Breakfast	Lunch / Supper
Same as Regular meal pattern	Soup Main protein dish Starch item Vegetable Tossed salad, coleslaw or assorted raw vegetables Fresh fruit One prepared or baked dessert Bread or rolls and butter or margarine Two beverages Appropriate condiments

NOTE: The quantity for main protein dish and starch choice shall be **10% greater** for dispersed hot meals than for regular meals served in the dining room.

Cold Meals (including flight box meals)

Box Breakfast	Box Lunch /Supper
-1 fruit (1 piece or 175 ml canned fruit) -1 juice (250 ml) -1nd cereal with 250 ml milk	-2 sandwiches - 1 of sliced solid meat (90 g meat less than 5 grams of fat and less than 1,000 mg of sodium per serving) and 1 with a mixed filling (110 grams filling) Or 1 sandwich with a mixed filling e.g. tuna, salmon, egg etc. (110 grams filling)

<p>-2 Eggs</p> <p>-Breakfast meat (45 grams), cheese (30 grams) or yogurt (175 ml)</p> <p>-2 breakfast bread products. (Note: at least one bread product must be whole wheat or multi-grain.)</p> <p>-Condiments</p> <p>Note: a breakfast wrap (115 grams) may be used in place of egg, breakfast meat and bread product.</p>	<p>1 solid meat item with a roll (90 grams meat less than 5 grams of fat and less than 1,000 mg of sodium per serving)</p> <p>Or 1 cold plate with sliced meats/solid meat item with 2 rolls (90 grams meat)</p> <p>(Note: at least one bread product must be whole wheat or multi-grain.)</p> <p>-Vegetable salad or assorted raw vegetables (125 ml) (Note: if salad is rice, pasta or potato, a serving of vegetables must also be provided.)</p> <p>-Condiments including at least 1 low-calorie/reduced fat condiment (e.g. mustard)</p> <p>-Fresh or canned fruit (1 piece fresh or 175 ml canned)</p> <p>-1 dessert IAW Portion Size Standard</p> <p>-1 milk and 1 juice (250 ml each). Milk may be substituted with another juice of a different variety.</p> <p>Note: canned pop and bottled water are not permitted.</p> <p>-1 pocket supplement (for example, granola bar, nuts, or cheese and cracker pack)</p> <p>Note: potato chips are not permitted.</p>
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Portion Size Standard

Portion Size Standard	
Breakfast	
Eggs, large	2 each
Ham/Back Bacon	45 g (raw)
Bacon	3 slices (40/48 slices per kg raw)
Sausages	2 each (12/500 g raw)
Hot cakes	2 X 90 ml ladles of batter
French Toast	2 slices
Cereal w/milk	
- hot	175 ml (cooked) plus 125 ml of milk
- cold	1nd pkg or 250 ml plus 125 ml of milk
Cheese	30 g
Muffin	1 each (130 g)
Bagel	1 each (110 g)
Croissants	1 each (60 g)

Portion Size Standard	
<i>Breakfast</i>	
Toast	2 slices (each 35 g)
<i>Lunch and Supper</i>	
Soup	250 ml
Steaks and chops (bone in)	250g (raw)
Chicken pieces (bone-in)	275g (raw)
Steak (boneless)	225 g (raw)
Boneless meat/poultry	150 g cooked (180 g raw)
Fish (steaks, fillet)	150 g (raw)
Fish (battered)	150 g (cooked)
Stews	300 g (cooked) (250 ml ladle)
Casserole dishes	300g (cooked) (250 ml ladle)
Pasta w/ sauce (main entrée)	150 g of pasta, 175 ml of sauce
Three decker sandwich	1 each (90 g of meat total)
Hamburger	1 each (167 g raw)
Hot dog	80 g (2 ea @ 40 g or 1 ea @ 80 g)
Pizza	1 each (1/6 of a 40 cm diameter pizza) 240 g
Tacos	2 each
Burritos	1 each (150g)
Submarine (15 cm long)	1 each (90 g sliced meat or 110 g mixed filling)
Sandwich	1 each
Sandwich filling - salad	110 g
Sandwich filling - sliced meat	90 g
Sliced meat – for cold plate	90 g
Starch Item - potatoes, rice, pasta	125 g (cooked) (2 ea 125 ml spoon, 2 ea #16 scoop)
Vegetables	90 g (125 ml spoon)
Salad Items	6" bowl or 8" plate

Portion Size Standard	
Breakfast	
Canned fruit	175 ml
Fresh fruit (individual)	1 each
Fresh grapes/berries/sliced fruits	125 ml or 90 g
Pudding	125 ml
Gelatin dessert	125 ml
Ice cream	125 ml
Fruit yogurt	175 ml
Cake	1 piece (5 cm X 5 cm X 7 cm)
Pie	1 piece (1/8 of a 22 cm diameter pie)
Squares	1 piece (5 cm X 5 cm X 2.5 cm)
Cookies (7.5 cm diam.)	2 each
Cookies (12.5 cm diam.)	1 each
Doughnuts / Sweet Buns	1 each
Bread	1 slice
Dinner Roll	1 each
Beverages	
Juice	250 ml
Milk (2%, 1%, skim, choc, non dairy)	250 ml
Fruit Drinks	250 ml
Pop	250 ml
Hot Beverages	250 ml

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ANNEX "B"

BASIS OF PAYMENT

Firm unit prices in Canadian funds including staff wages, fuel costs, delivery costs, transportation and storage costs, garbage removal, and any overhead costs. The total amount of Applicable Taxes are to be shown separately, if applicable.

Upon award of the Standing Offer(s), all writing in italics will be removed in Annex B including the Estimated Persons per Meal, Extended Price and Evaluated Cost columns below.

For evaluation purposes, a bid price evaluation will be performed using the firm price per meal prices and Estimated Persons per Meal (estimated quantities). The estimated quantities are used as a guideline for evaluation purposes and are not a guarantee of actual usage.

NOTE: *In order to address factors such as distance, travel time, the effects of incremental weather, and food quality, safety and presentation, Offerors must only quote on regions for which their food preparation sites are not more than 100 km by road from the areas stipulated within the applicable region.*

There may be requirements for service to more than one region/event per weekend, therefore Offerors should only submit an offer on regions which they are capable or willing to service.

Firm Period, Year 1: September 1, 2018 to August 31, 2019
Option 1, Year 2: September 1, 2019 to August 31, 2020
Option 2, Year 3: September 1, 2020 to August 31, 2021

Region	Meal Description	Estimated Persons Per Meal Per Year (Column A)	Firm Period, Year 1 Firm Price Per Meal (Column B1)	Firm Period, Year 1 Extended Price (Ax B1)	Option 1, Year 2 Firm Price Per Meal (Column B2)	Option 1, Year 2 Extended Price (Ax B2)	Option 2, Year 3 Firm Price Per Meal (Column B3)	Option 3, Year 3 Extended Price (Ax B3)
Region 1: Windsor, Cedar Spring, Chatham	Breakfast	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Lunch	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Supper	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	BBQ Supper	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Bag Lunch	130	\$	\$	\$	\$	\$	\$
Between Meal Supplement	130	\$	\$	\$	\$	\$	\$
Extended Prices							
		Year 1	Option 1, Year 2	Option 2, Year 3	Option 1, Year 2	Option 2, Year 3	Option 3, Year 3

Region	Meal Description	Estimate d Persons Per Meal Per Year (Column A)	Firm Period, Year 1 Firm Price Per Meal (Column B1)	Firm Period, Year 1 Extended Price (Column C1 = (AxB1))	Option 1, Year 2 Firm Price Per Meal (Column B2)	Option 1, Year 2 Extended Price (Column C2 = (AxB2))	Option 2, Year 3 Firm Price Per Meal (Column B3)	Option 3, Year 3 Extended Price (Column C3 = (AxB3))
Region 2: London, St. Thomas, Stratford, Port Stanley	Breakfast	130	\$	\$	\$	\$	\$	\$
	Lunch	130	\$	\$	\$	\$	\$	\$
	Supper	130	\$	\$	\$	\$	\$	\$
	BBQ Supper	130	\$	\$	\$	\$	\$	\$
	Bag Lunch	130	\$	\$	\$	\$	\$	\$
	Between Meal Supplement	130	\$	\$	\$	\$	\$	\$
Extended Prices								
			Year 1	Option 1, Year 2	Option 2, Year 3	Option 1, Year 2	Option 2, Year 3	Option 3, Year 3

Region	Meal Description	Estimate d Persons Per Meal Per Year (Column A)	Firm Period, Year 1 Firm Price Per Meal (Column B1)	Firm Period, Year 1 Extended Price (Column C1 = (AxB1))	Option 1, Year 2 Firm Price Per Meal (Column B2)	Option 1, Year 2 Extended Price (Column C2 = (AxB2))	Option 2, Year 3 Firm Price Per Meal (Column B3)	Option 3, Year 3 Extended Price (Column C3 = (AxB3))
Region 3:								

Region	Meal Description	Estimate d Persons Per Meal Per Year (Column A)	Firm Period, Year 1 Firm Price Per Meal (Column B1)	Firm Period, Year 1 Extended Price Column C1 =(AxB1)	Option 1, Year 2 Firm Price Per Meal (Column B2)	Option 1, Year 2 Extended Price Column C2 = (AxB2)	Option 2, Year 3 Firm Price Per Meal (Column B3)	Option 3, Year 3 Extended Price Column C3 = (AxB3)
Region 5 Hamilton, Burlington, Grimsby, St. Catharines, Welland	Breakfast	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Lunch	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Supper	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	BBQ Supper	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Bag Lunch	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Between Meal Supplement	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Extended Prices								
			Year 1	\$ _____	Option 1, Year 2	\$ _____	Option 2, Year 3	\$ _____

Region	Meal Description	Estimate d Persons Per Meal Per Year (Column A)	Firm Period, Year 1 Firm Price Per Meal (Column B1)	Firm Period, Year 1 Extended Price Column C1 =(AxB1)	Option 1, Year 2 Firm Price Per Meal (Column B2)	Option 1, Year 2 Extended Price Column C2 = (AxB2)	Option 2, Year 3 Firm Price Per Meal (Column B3)	Option 3, Year 3 Extended Price Column C3 = (AxB3)
Region 6: Brantford, Simcoe	Breakfast	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Lunch	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	Supper	130	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

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BBQ Supper	130	\$	\$	\$	\$	\$
Bag Lunch	130	\$	\$	\$	\$	\$
Between Meal Supplement	130	\$	\$	\$	\$	\$
Extended Prices						
		Year 1	Option 1, Year 2	Option 1, Year 2	Option 2, Year 3	Option 2, Year 3

Evaluated Price Year 1 \$
Evaluated Price Option 1, Year 2 \$
Evaluated Price Option 2, Year 3 \$

ANNEX "C"

STANDING OFFER REPORTING

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

The quarterly reporting periods are defined as follows:

- 1st quarter: September 1 to November 30;
- 2nd quarter: December 1 to February 28;
- 3rd quarter: March 1 to May 31;
- 4th quarter: June 1 to August 31.

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

The report may be provided in a format created by the Contractor using system generated reports and must include the following information:

1. Standing Offer number;
2. Report Period Dates;
3. Region;
4. Call-up Number;
5. Meal Description;
6. Number of Meals;
7. Amount.

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)

ANNEX "D"

INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

-
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Automobile Liability Insurance

- 2.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2.2 The policy must include the following:
- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX "E"

ADDITIONAL CERTIFICATIONS

1. Additional Certifications Required Precedent to Issuance of a Standing Offer

1.1 Board of Directors

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

Director Name - _____ Position - _____

1.2 Procurement Business Number (PBN)

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

Procurement Business Number - _____

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