

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

## Pacific Region

**401 - 1230 Government Street**

**Victoria, B.C.**

**V8W 3X4**

**Bid Fax: (250) 363-3344**

## 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

**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 - Pacific Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

<b>Title - Sujet</b> RMSO Food	
<b>Solicitation No. - N° de l'invitation</b> E6VIC-180001/A	<b>Date</b> 2018-10-11
<b>Client Reference No. - N° de référence du client</b> E6VIC-180001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$VIC-254-7603
<b>File No. - N° de dossier</b> VIC-8-41001 (254)	<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 2018-11-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Muller, Laura	<b>Buyer Id - Id de l'acheteur</b> vic254
<b>Telephone No. - N° de téléphone</b> (250)217-4446 ( )	<b>FAX No. - N° de FAX</b> (250)363-0395
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA RM 401 1230 GOVERNMENT ST VICTORIA British Columbia V8W3X4 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION.....	3
1.2 SUMMARY .....	3
1.3 SECURITY REQUIREMENTS .....	4
1.4 DEBRIEFINGS .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF OFFERS .....	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	5
2.4 APPLICABLE LAWS .....	5
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD.....	5
2.6 OFFERORS' CONFERENCE .....	6
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>6</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION – MULTIPLE ITEMS.....	8
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>8</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	8
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	8
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS.....</b>	<b>9</b>
6.1 SECURITY REQUIREMENTS .....	9
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>9</b>
<b>A. STANDING OFFER.....</b>	<b>9</b>
7.1 OFFER.....	9
7.2 SECURITY REQUIREMENTS .....	9
7.3 STANDARD CLAUSES AND CONDITIONS .....	10
7.4 TERM OF STANDING OFFER .....	10
7.5 AUTHORITIES .....	11
7.6 IDENTIFIED USERS .....	11
7.7 CALL-UP INSTRUMENT .....	12
7.8 LIMITATION OF CALL-UPS .....	12
7.9 PRIORITY OF DOCUMENTS .....	12
7.10 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	12
7.11 APPLICABLE LAWS.....	12
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>12</b>
7.1 STATEMENT OF REQUIREMENT .....	12
7.2 STANDARD CLAUSES AND CONDITIONS .....	13
7.3 TERM OF CONTRACT .....	13
7.4 PAYMENT .....	13
7.5 INVOICING INSTRUCTIONS .....	13
7.6 INSURANCE .....	14
7.7 SACC MANUAL CLAUSES .....	14

Solicitation No. - N° de l'invitation  
E6VIC-180001/A  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
000  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
vic254  
CCC No./N° CCC - FMS No./N° VME

**ANNEX A - STATEMENT OF REQUIREMENT.....15**

**ANNEX "B" - BASIS OF PAYMENT.....21**

**ANNEX "C" - LOW LINE ITEM AWARD APPROACH EXAMPLE .....22**

**ANNEX “D” TO PART 3 OF THE REQUEST FOR STANDING OFFERS .....23**

**ANNEX “E” TO PART 5 OF THE REQUEST FOR STANDING OFFERS .....24**

## **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;   |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and  |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>7B, 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 Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

Offerors are encouraged to read this document in conjunction with the PWGSC Food & Beverage National Strategy.

Request for Regional Master Standing Offer(s) (RMSO) for the supply and delivery including offloading of various quantities of food items to kitchens and ships of various Federal Government Departments and Agencies located within the Pacific Region, British Columbia, Canada on an "as and when requested" basis.

Canada intends to issue a maximum of three (3) standing offers per food category and per delivery zone.

The solicitation process could result in the award of up to 48 standing offers.

The total estimated annual expenditure of approximately \$9,145,000.00 CAD is expected to be distributed as follows:

Food category	Zone 1	Zone 2
Protein – Fresh	\$150,000.00	\$50,000.00
Protein – Frozen	\$2,100,000.00	\$900,000.00
Bakery	\$185,000.00	\$235,000.00
Dairy	\$720,000.00	\$240,000.00
Eggs	\$155,000.00	\$150,000.00
Produce – Fresh	\$775,000.00	\$680,000.00
Produce - Frozen	\$125,000.00	\$180,000.00
Groceries	\$1,600,000.00	\$900,000.00

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).

There is an Offeror's conference associated with this requirement. Consult Part 2 – Bidder Instructions.

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 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### 1.4 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.

## 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 Public Works and Government Services Canada  
Pacific Region  
401-1230 Government Street  
Victoria, BC  
V8V 3X4

ePost Connect email:  
TPSGC.RPReceptiondessousmissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

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

Bid Facsimile number:  
(250) 363-3344

## 2.3 Enquiries - Request for Standing Offers

**All enquiries must be submitted in writing to the Standing Offer Authority no later than TEN (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.**

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

## 2.4 Applicable Laws

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

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.

## 2.5 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the

Contracting Authority at least TEN (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.6 Offerors' Conference

An offerors' conference will be held at 1230 Government St., Victoria, BC on October 30 2018. The conference will begin at 1300 hrs, in room 402, 4<sup>th</sup> floor. The scope of the requirement outlined in the Request for Standing Offers (RFSO) will be reviewed during the conference and questions will be answered. It is recommended that Offerors who intend to submit an offer attend or send a representative.

Offerors are requested to communicate with the Standing Offer Authority before the conference to confirm attendance. Offerors should provide, in writing, to the standing Offer Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than October 24 2018. Any clarifications or changes to the RFSO resulting from the Offerors' conference will be included as an amendment to the RFSO. Offerors who do not attend will not be precluded from submitting an offer.

Any clarifications or changes to the RFSO resulting from the Offerors' conference will be included as an amendment to the RFSO. Offerors who do not attend will not be precluded from submitting an offer.

## 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 (1 hard copy) and (1 soft copy on USB Key)  
Section II: Financial Offer (1 hard copy) and (1 soft copy on USB Key)  
Section III: Certifications (1 hard copy) and (1 soft copy on USB Key)  
Section IV: Additional Information (1 hard copy) and (1 soft copy on USB Key)

- 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.

### Section I: Technical Offer

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

### Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

### 3.1.1 Electronic Payment of Invoices - Offer

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

If Annex D 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.

## 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

The Offeror's Technical Offer must demonstrate compliance with all aspects of the requirement at Annex A.

##### 4.1.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a. designates the brand name, model and/or part number of the substitute product;
  - b. states that the substitute product is fully interchangeable with the item specified;
  - c. provides complete specifications and descriptive literature for each substitute product;
  - d. provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - e. clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.



#### 4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection – Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

An example is provided in Annex “C” – Low Line Item Award Approach example.

### 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 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

- 7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

#### 7.2 Security Requirements

- 7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

There may be a Security Requirement associated with the call-up against the Standing Offer. It is the responsibility of the Standing Offer Holder to ensure that the necessary personnel will have the proper security clearance to fulfill the requirement.

1. At time of call-up, the identified user must select one of the following:

- ☐ This requirement does not include a security requirement
  - ☐ There is a security requirement associated with the requirement
2. When there is a security requirement associated with the requirement, the Identified User should select one of the following:

☐ **Escorted**

Contractor personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

### 7.3 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.

#### 7.3.1 General Conditions

[2005 \(2017-06-21\)](#), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than THIRTY (30) calendar days after the end of the reporting period.

### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to \_\_\_\_\_ (12 months).

#### 7.4.2 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 three month period, 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 thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Laura Muller  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 401 – 1230 Government St. Victoria, BC V8W 3X4  
Telephone: 250-217-4446  
Facsimile: 250-363-3344  
E-mail address: [laura.muller@pwgsc.gc.ca](mailto:laura.muller@pwgsc.gc.ca)

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

### **7.5.2 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.

### **7.5.3 Offeror's Representative**

Name:  
Title:  
Company:  
Address:  
Telephone:  
Fax:  
E-mail:

## **7.6 Identified Users**

The 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.C., 1985, c. F-11.

## 7.7 Call-up Instrument

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

## 7.8 Limitation of Call-ups

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

### 7.8.1 Elevated Call-ups

Elevated call-ups against the Standing Offer between **\$40,001.00** and **\$200,000.00** (Applicable Taxes included) must be authorized by the Standing Offer Authority.

## 7.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2016-04-4), General Conditions – Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

## 7.10 Certifications and Additional Information

### 7.10.1 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.

## 7.11 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

## 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.

### 7.1 Statement of Requirement

The Contractor must provide the items detailed in the call-up against the Standing Offer.

## **7.2 Standard Clauses and Conditions**

### **7.2.1 General Conditions**

2010A (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2018-06-21), General Conditions - Goods (Medium Complexity), will not apply to payments made by credit cards.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

Delivery must be completed in accordance with the call-up against the Standing Offer.

### **7.4 Payment**

#### **7.4.1 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 the contract for a cost of \$ \_\_\_\_\_ (*insert the amount at standing offer issuance*). 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.

#### **7.4.2 Multiple Payments**

SACC *Manual* clause H1001C (2008-05-12) Multiple Payments

#### **7.4.3 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);

### **7.5 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
3. Offerors must not bundle invoices under a single customer account; each call-up must be invoiced separately.
4. Non-listed (miscellaneous) items ordered must be invoiced separately from items ordered under the Standing Offer. Refer to Annex "A" - A5. Pricing, number 4.

5. Credit invoices must be provided within 24 to 48 hours of a credit memo/return and must reference the purchase order in which it was originally ordered.

## **7.6 Insurance**

*SACC Manual* clause [G1005C](#) (2016-01-28), Insurance

## **7.7 SACC Manual Clauses**

A9062C (2011-05-16) Canadian Forces Site Regulations  
A9068C (2010-01-11) Government Site Regulations  
B2005C (2007-05-25) Fish – Quality Stamping  
B3003C (2007-05-25) Grades of Meat  
B7500C (2006-06-16) Excess Goods  
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D0018C (2007-11-30) Delivery and Unloading  
D3007C (2007-11-30) Inspection and Stamping  
D3004C (2007-11-30) Type of Transport  
D5311C (2007-11-30) Right of Access and Inspection of Meat

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## ANNEX A - STATEMENT OF REQUIREMENT

### A.1 SUMMARY

Regional Master Standing Offer(s) (RMSO) for the supply, delivery, and offloading of various quantities of food rations to kitchens and ships for various Federal Government Departments and Agencies located within the Pacific Region, British Columbia, Canada on an "as and when requested" basis of the period of the Standing Offer.

### A.2 FOOD PRODUCT CATEGORIES:

The Offeror holds a Standing Offer for the following food categories:

1. Protein - Fresh
2. Protein – Frozen
3. Bread and Bakery Products;
4. Eggs;
5. Dairy ;
6. Produce - Fresh;
7. Produce - Frozen; and
8. Groceries.

### A.3 DELIVERY ZONES:

Delivery locations have been divided into 2 delivery zone(s):

Zone 1 (Vancouver Island) includes, but is not limited to:

- CFB Esquimalt
- CFB Comox
- Canadian Forces Maritime Experimental and Test Ranges, Nanoose Bay
- William Head Institution, Metchosin (Victoria)
- Institute of Ocean Sciences, Sidney
- Canadian Coast Guard, Victoria and Port Hardy

Zone 2 (Lower Mainland covering up to Hope) includes, but is not limited to:

- 39 Service Battalion, Richmond
- Pacific Institution, Abbotsford
- Kent Institution, Agassiz
- Matsqui Institution, Abbotsford
- Mountain Institution, Agassiz
- Mission Institution (minimum), Mission
- Mission Institution (medium), Mission
- Kwikwèxwelhp Healing Village, Harrison Mills
- Fraser Valley Institution for Women, Abbotsford
- Regional Supply Depot, Abbotsford

Additional area which may require coverage:

- Seal Cove CG Base, Prince Rupert
- Port of Prince Rupert

Offerors of zone 1 or 2 are not obligated to deliver to these locations but may be requested by the clients. If Offeror accepts the call-up, pricing must adhere to the SOA pricing. Offerors may be entitled to additional delivery charges.



## **A.4 DELIVERY SERVICE REQUIREMENTS**

### **1) Consignee**

All shipments with the exception of out-port and small orders as specified below, must be consigned and delivered FOB Destination to the destination specified in the call-up against the Standing Offer, including all delivery charges and customs duties and taxes.

### **2) Minimum Delivery Frequency**

The minimum delivery frequency required to support kitchens and ships will be five (5) days per week.

### **3) Priority of Delivery (for DND)**

1. Ships under sailing orders as specified in the Call-up.
2. Ships alongside.
3. Land-based units/galleys.

### **4) Ship Delivery (Window)**

Delivery times are to be advised at time of ordering. Delivery window will be plus or minus THIRTY (30) minutes of the delivery time specified in the call-up. Meeting ship delivery time is a critical issue due to personnel and equipment scheduling for ship loading. Failure to comply with this requirement may result in the call-up being terminated without the Identified User incurring any cost or penalty whatsoever.

### **5) Ships and Out Port Delivery**

Delivery to ships and out-ports (e.g. Prince Rupert, Port Hardy) may be required on an infrequent basis, and may be subject to additional freight charges.

Offerors are responsible for notifying the Project Authority identified in the call-up if additional freight charges apply. The Offeror notification must be in writing and include a firm quote to enable Government users to assess their requirement based on best overall pricing, inclusive of all shipping charges. Offerors may not invoice for freight charges that have not been authorized in the call-up.

### **6) Pickup of Orders**

Offerors must be able to facilitate the pickup of orders by Government of Canada vehicles at their premises, if and when required.

### **7) Acknowledgment of call-ups and confirmation of availability**

- a. The Offeror must not proceed without receipt of a duly completed and authorized call-up.
- b. The Offeror must acknowledge receipt of each call-up and notify the ordering office within four (4) hours of receipt of items not available for delivery from stock.
- c. If the Offeror does not acknowledge receipt of the call-up within the requested time frame, the Identified User may terminate the call-up without incurring any cost or penalty whatsoever.

### **8) Unavailable Items and back order items**

- a. Back orders must be authorized in writing or by phone by the Project Authority identified in the call-up against the Standing Offer.
- b. Substitution of any item(s) must be authorized in writing or by phone by the Project Authority identified in the call-up against the Standing Offer prior to delivery. Pricing of proposed substitute

items must be same price or lower. Higher priced items are not allowed unless approved by the PWGSC Standing Offer Authority.

## 9) Delivery Service Levels

- **Normal Requirements:** Delivery must be completed within three (3) working days from day of receipt of a duly signed and authorized call-up against the Standing Offer (Working day is defined as between the hours of 06:30 and 15:30, Monday to Friday).
- **Urgent Requirements:** Delivery must be completed within two (2) calendar days from day of receipt of a duly signed and authorized call-up against the Standing Offer (Calendar day is defined as a twenty-four (24) hour period immediately following the time of ordering).
- **Emergency Requirements:** Delivery must be completed within twenty-four (24) hours from time of receipt of a duly signed and authorized call-up against the Standing Offer. The Project Authority identified will verify the Offeror's ability to comply. The mutually agreed delivery date and time must be indicated on the call-up.

## 10) Minimum order quantities per individual call-ups:

Minimum order quantities will not be accepted.

## 11) Small Orders:

Small orders that are valued at less than \$100.00 (this could comprise more than one palletized order per trip with an aggregate value of less than \$100.00) may be subject to additional freight charges.

Offerors are responsible for notifying the Project Authority identified in the call-up if additional freight charges will apply. The Offeror notification must be in writing and include a firm quote to enable Government users to assess their requirement based on best overall pricing, inclusive of all shipping charges. Offerors may not invoice for freight charges that have not been authorized in the call-up.

## A.5 PRICING

### 1) Price List Updates:

The pricing provided by the Offeror in Annex B at time of bid closing must remain firm for the entire period of the Standing Offer, unless otherwise specified in the table below.

Price revisions, upward or downward, will be allowed in accordance with the pricing refresher frequency and terms and conditions provided below:

Food Category	Pricing Refresher Frequency	Rebid Date (on or before)
1) Protein – Fresh	Monthly	The 15 <sup>th</sup> day of every month
2) Protein - Frozen	3 months	The 15 <sup>th</sup> day of every 3 <sup>rd</sup> month
3) Bakery	1 year	N/A
4) Eggs	3 months*	The 15 <sup>th</sup> day of every 3 <sup>rd</sup> month
5) Dairy	3 months*	The 15 <sup>th</sup> day of every 3 <sup>rd</sup> month
6) Produce - Fresh	Monthly	The 15 <sup>th</sup> day of every month
7) Produce - Frozen	3 months	The 15 <sup>th</sup> day of every 3 <sup>rd</sup> month
8) Groceries	3 months	The 15 <sup>th</sup> day of every 3 <sup>rd</sup> month

*\*Dairy & Egg products are subject to adjustment to reflect the actual minimum wholesale prices established by the relevant Provincial Marketing Board. A copy of the Contractor's notification of*

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*price adjustment from the relevant Provincial Marketing board must be provided to the Contracting Authority.*

If a revised price list is not received and/or does not comply with the terms and conditions of the Standing Offer, the previously approved price list will be used until compliant price list is received for the next scheduled posting date.

Price Refresh will be re-evaluated and list of awarded items within categories shall be reallocated based on the Price Refresh.

Price list updates must be provided in Microsoft Excel, in the format provided in Annex B. Changes to the spreadsheet by the offeror are not permitted.

Price list updates must be sent to: (to be inserted upon Standing Offer issuance)

Updates that are not sent to this email address will not be accepted.

Price lists will be posted on the PWGSC extra-net web site to allow for downloading by identified users. The web site is accessible by Federal Government Departments and Agencies only.

The awards will be monitored by PWGSC. For any price increase, offerors must make the request in writing to PWGSC. Price increases should not come into force before the receipt of the written approval of PWGSC.

*Prices charged on invoices must reflect the price of the item at the time of ordering*

## **2) Case Lot Provisions**

Offerors pricing by case lots will be required at times to split cases by item.

Offerors must indicate in their price list which items are available in split cases. Prices charged per item should reflect the case price, divided by the number of items in the case.

## **3) Special Offerings**

The Offeror must provide Identified Users with any further price reductions in effect as a result of a special offering due to year end or surplus manufacturing runs, special job lots, sales, clearances and promotions for items specified in Annex B.

The terms and conditions of this Standing Offer will apply to any call-up and resulting contract, even if at the time of call-up, the Offeror gives the Identified User prices that are lower than the prices listed in the Standing Offer.

## **4) Miscellaneous Items**

Miscellaneous items are items that are not specified in Annex B. Miscellaneous items will be paid in accordance with the Offeror's regular, seasonal and sale catalogues or current published price lists in effect at the time of ordering.

The total amount of miscellaneous items incorporated on any call-up may not exceed 25% of the individual call-up total value (taxes included). Offerors are responsible for verifying that all call-ups submitted comply with this requirement.

Miscellaneous items must be itemized and invoiced separately from items ordered under the Standing Offer.

## **5) Discontinued Items**

If an item is discontinued or not available, vendor must clearly mark the product as unavailable under comments section. If equivalent product is offered, then it should be clearly marked as an equivalent product. Equivalent product will be assessed in accordance with section 4.1.1.1 of the RFSO document.

## **6) Recycling Fees**

Prices for recyclable items must include all applicable fees (such as bottle deposits, or recycling fees).

### **A.6 PACKAGING**

#### **1) Packaging Material**

The Offeror is responsible for all costs for the supply, pickup, removal, disposal and recycling of empty pallets and shipping containers. Pickup of empty pallets and shipping containers shall be arranged on an as required basis.

Out-port and small orders deliveries, if subject to additional freight charges, must be packed to permit application of the lowest transportation rates or charges via the mode of carriage selected/authorized by the Project Authority identified in the call-up against the Standing Offer.

#### **2) Palletization**

Shipments over 20 cases are to be palletized. The purchasing office may require the vendor's delivery representative to assist in the re-stocking and off-loading of pallets during the delivery.

Cases are to be marked with the month and year of pack and/or best before date, on one end of the case. Vendor's codes are not acceptable. If the vendor is unable to comply with the foregoing, a letter confirming month and year of pack must accompany shipment.

#### **3) Packaging Methods**

Items must be packaged to prevent cross-contamination as much as possible. Like items by category are encouraged to be wrapped together and different categories must be separated. For example, raw meat must not be packaged together with fresh mushrooms.

### **A.7 DELIVERY, INSPECTION AND ACCEPTANCE**

#### **1) Specifications**

For Department of National Defence  
DND specifications can be downloaded from [www.buyandsell.gc.ca/tenders](http://www.buyandsell.gc.ca/tenders)  
Solicitation numbers: E6TOR-12RM06 – E6TOR-13RM37

For Other Departments and Agencies  
All products supplied against this Standing Offer must meet or exceed the existing Canadian Government Specifications Board (CGSB) Specifications.

#### **2) Food and Drugs Act**

All products supplied against this Standing Offer must adhere to the *Food and Drugs Act* (R.S.C. 198, C.F-27).

### 3) Hygiene – Delivery Vehicles

All delivery vehicles must comply with or exceed the standards set out in the Canada Sanitation Code, current issue.

### 4) Inspection and Acceptance by Consignee

Final inspection and acceptance of product will rest solely with the Consignee at destination. All product supplied must be free of signs of deterioration, spoilage, filth or damage by rodents or insects. The Consignee has the right to reject product at the time of delivery and unacceptable product must be removed immediately by the Offeror.

### 5) Rejections:

Rejected items discovered after delivery must be picked up within 1 working day of notification of the rejection. Rejected products must be replaced within one (1) working day of notification. Where operational requirements do not support product replacement, the Consignee has the right to request a credit to be applied for future food purchases.

Rejections also cover deliveries that are not completed in compliance with the delivery requirements under Section A.4 of this Annex.

Failure to provide the level of **quality of goods and services as defined herein** during the entire period of the Standing Offer, on more than three (3) instances over the period of the Standing Offer may result in the following:

- First incident: An initial written notification from the Identified User with copy to PWGSC documenting failure from the Identified User to provide the level of service required, quality products or correct product size, etc.
- Second incident: A written notification from PWGSC requesting corrective action and timeline for the Offeror to respond; and
- Third incident: A written notification from PWGSC of the Standing Offer suspension and no further call-ups will be processed.

All correspondence regarding rejections must be confirmed in writing within 24 hours from the time of discovery.

### 6) Liability for Defective Products

If broken or damaged goods are received from an Offeror, their subsequent reshipment to Canada will be at the Offeror's own expense. If it is determined following acceptance and during use that the product does not meet the purchase description, standard or specification referred to, the Offeror will be required to accept return of the balance of the defective products at his own expense and will be required to rebate a percentage of the price of the products used, based on the extent of the defect. Recourse as provided in PWGSC General Terms and Conditions may be initiated by Canada.

Solicitation No. - N° de l'invitation  
E6VIC-180001/A  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
000  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
vic254  
CCC No./N° CCC - FMS No./N° VME

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

(Refer to separate Excel spreadsheet)

### ANNEX "C" - Low Line Item Award Approach Example

		Firm A		Firm B		Firm C		Low Line Item	
Item	Qty	Unit Price Extended Price		Unit Price Extended Price		Unit Price Extended Price		Extended Price Firm	
1.	1000	\$6.00	\$6,000.00	<b>\$5.00</b>	<b>\$5,000.00</b>	\$5.50	\$5,500.00	\$5,000.00	B
2.	500	<b>\$3.00</b>	<b>\$1,500.00</b>	\$4.00	\$2,000.00	\$5.00	\$2,500.00	\$1,500.00	A
3.	600	\$8.00	\$4,800.00	\$7.00	\$4,200.00	<b>\$6.85</b>	<b>\$4,110.00</b>	\$4,110.00	C
4.	900	\$10.00	\$9,000.00	\$11.00	\$9,900.00	<b>\$9.00</b>	<b>\$8,100.00</b>	\$8,100.00	C
5.	250	<b>\$4.65</b>	<b>\$1,162.50</b>	\$6.20	\$1,550.00	\$5.70	\$1,425.00	\$1,162.50	A
<b>Total</b>			<b>\$22,462.50</b>		<b>\$22,650.00</b>		<b>\$21,635.00</b>	<b>\$19,872.50</b>	

In order to determine whether to award by line item or basket, the total of each lowest priced line item (across Offerors) is compared to the lowest basket price (single Offeror). The difference between these two amounts is considered an administrative savings. In this case, the lowest total cost to award by line item would be **\$19,872.50** and the total cost to award by basket would be **\$21,635.00**.

The administrative savings should not exceed 5% which in this case is:

Lowest line item total (\$19,872.50) x 0.05 = administrative savings of \$993.63

To award by low aggregate, the lowest basket price must be \$19,872.50 + \$993.63 = **\$20,866.13 or less**. Since this isn't the case in this example, the evaluation would result in awarding up to 3 standing offers.

**ANNEX “D” 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);



## ANNEX "E" to PART 5 OF THE REQUEST FOR STANDING OFFERS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Offeror, by submitting the present information to the Standing Offer Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare an offer non-responsive, or may set-aside a Standing Offer, or will declare a contractor in default, if a certification is found to be untrue, whether during the offer evaluation period, during the Standing Offer period, or during the contract period. Canada will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply with any request or requirement imposed by Canada may render the Offer non-responsive, may result in the Standing Offer set-aside or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Offeror has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Offeror is not a Joint Venture.

OR

- ☐ B2. The Offeror is a Joint venture and each member of the Joint Venture must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)