

**RETURN BIDS TO:**  
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## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

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**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**

## Gatineau

Québec

**K1A 0S5**

**Bid Fax: (819) 997-9776**

## 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**

Commercial Acquisitions & Fast Track Procurement  
Div/Div des Acquisitions commerciales et achats en régime accéléré

L'Esplanade Laurier,  
East Tower 7th Floor  
140 O'Connor, Street,  
Ottawa  
Ontario  
K1A 0R5

<b>Title - Sujet</b> DND Pre-packaged Meals Requirements	
<b>Solicitation No. - N° de l'invitation</b> W8484-219775/C	<b>Date</b> 2020-05-08
<b>Client Reference No. - N° de référence du client</b> W8484-219775	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PD-152-78713
<b>File No. - N° de dossier</b> pd152.W8484-219775	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-05-14</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jackson, Kristine	<b>Buyer Id - Id de l'acheteur</b> pd152
<b>Telephone No. - N° de téléphone</b> (343)542-6608 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**REMARQUE:** En raison de l'urgence due au COVID-19, la traduction n'a pas été possible. Nous apprécions votre compréhension. Veuillez contacter la personne-ressource de SPAC si vous avez des questions.

**Regards,**

**Kristine Jackson**

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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;   |
| 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 (SOR), the Basis of Payment, the Insurance Requirements, the Standing Offer Reporting Format, and any other annexes.

### 1.2 Requirement

**This requirement is in response to COVID-19.**

- 1.2.1 The Department of National Defence (DND) and Correctional Services Canada (CSC) have a requirement for two (2) and possibly three (3) Regional Master Standing Offers (RMSOs) for the provision of Premade Meals to be delivered on an "as and when requested" basis to potentially 21 Canadian Armed Forces (CAF) bases, 39 CSC Institutions, and possibly additional locations across Canada in accordance with the requirement detailed in Annex A – Statement of Requirement.

The period of the Standing Offers will be for a period of 6 months with two (2) 3-month option periods on the basis of Right of First Refusal. The total dollar value of all Standing Offers is estimated to be \$5M (GST or HST included).

Due to the unpredictable nature of COVID-19 and military operations, DND's operational requirements and CSC kitchen capacities, which would necessitate the provision on premade meals cannot be precisely defined. Estimates per location are included in section 2.2 MEAL FORECASTS of the SOR. However, the exact number of meals and locations will be specified in each call-up issued to the Offeror.

### **1.3 Trade Agreements**

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

### **1.4 epost Connect Service**

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.

### **1.5 Additions and Modifications to the Requirements**

Canada, at its discretion, might expand, change, add or modify the Premade Meals and locations with the agreement of the Offeror(s).

### **1.6 Security Requirements**

Access to the CAF bases and CSC Institutions may be subject to certain restrictions, with which the Contractor and its employees must agree to comply at all times. Proper piece of identification will need to be provided.

### **1.7 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.14 Transition to an e-Procurement Solution (EPS).

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

### **1.9 Phase Bid Compliance Process (PBCP)**

The Phased Bid Compliance Process applies to this requirement.

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

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

Delete: 60 days

Insert: 180 days

### **2.2 Submission of Offers**

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

Note: Epost Connect offers closing at the Offer Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abofferreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abofferreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than 2 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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## 2.4 Applicable Laws

The Standing Offer and any 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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- a. The Offeror must submit its offer electronically. Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer should be gathered per section and separated as follows:

Section I: Technical Offer;  
Section II: Financial Offer; and  
Section III: Certifications

Prices should appear in the financial offer only. No prices should be indicated in any other section of the offer.

At a minimum, Offerors must submit an offer to provide and deliver premade meals as per the Statement of Requirement for at least ten (10) of the following thirteen (13) critical Canadian Armed Forces (CAF) Bases, and for at least eight (8) of the following thirteen (13) critical Correctional Services Canada (CSC) Institutions below:

**A. Critical Canadian Armed Forces (CAF) Bases:**

- 1) CFB Halifax, Nova-Scotia
- 2) CFB Esquimalt, British-Columbia
- 3) 8 Wing Trenton, Ontario
- 4) 17 Wing Winnipeg, Manitoba
- 5) CFB Gagetown, New-Brunswick
- 6) CFB Petawawa, Ontario
- 7) CFB Kingston, Ontario
- 8) CFB Valcartier, Quebec
- 9) CFB St-Jean, Quebec
- 10) CFB Edmonton, Alberta
- 11) CFB Borden, Ontario
- 12) CMR Kingston, Ontario
- 13) Connaught Range – Ottawa

**B. Critical Correctional Services Canada (CSC) Institutions:**

- 1) Dorchester Penitentiary (Min/Med), New Brunswick
- 2) Donnacona Institution, Quebec
- 3) Port-Cartier Institution, Quebec
- 4) Archambault Institution (Min), Quebec
- 5) Beaver Creek Institution (Min), Quebec
- 6) Bath Institution (Med), Ontario
- 7) Grand Valley Institution for Women (Multi), Ontario
- 8) Saskatchewan Penitentiary (Max/Med), Saskatchewan
- 9) Stony Mountain Institution (Min/Med), Winnipeg
- 10) Grande Cache Institution (Med/Min), Alberta
- 11) Regional Psychiatric Centre (Multi-level), Saskatchewan
- 12) Matsqui Institution (Med), British Columbia
- 13) William Head Institution (Min), British Columbia

Offerors also have the option to provide and deliver premade meals as per the Statement of Requirement for the following additional eight (8) Canadian Armed Forces (CAF) Bases, as well as for the following 26 Correctional Services Canada (CSC) Institutions below:



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**C. Optional Canadian Armed Forces (CAF) Bases:**

- 1) 3 Wing Bagotville, Quebec
- 2) 4 Wing Cold Lake, Alberta
- 3) 14 Wing Greenwood, Nova-Scotia
- 4) 19 Wing Comox, British-Columbia
- 5) 22 Wing North Bay, Ontario
- 6) CFB Shilo, Manitoba
- 7) CFB Wainwright, Alberta
- 8) CFB Suffield, Alberta

**D. Optional Correctional Services Canada (CSC) Institutions:**

**Atlantic Region:**

- 1) Atlantic Institution
- 2) Springhill Institution
- 3) Nova Institution for Women

**Quebec Region:**

- 4) Regional Reception Centre
- 5) Cowansville Institution
- 6) Archambault Institution (Med)
- 7) La Macaza Institution (Med)
- 8) Drummond Institution (Med)
- 9) Federal Training Centre (Multi)
- 10) Federal Training Centre (Min)
- 11) Joliette Institution (Multi)

**Ontario Region:**

- 12) Millhaven Institution (Max)
- 13) Collins Bay Institution (Max/Med)
- 14) Collins Bay Institution (Min)
- 15) Beaver Creek Institution (Med)
- 16) Joyceville Institution (Min/Med)
- 17) Warkworth Institution (Med)

**Prairie Region:**

- 18) Edmonton Institution (Max)
- 19) Bowden Institution and Annex (Med/Min)
- 20) Drumheller Institution (Med/Min)
- 21) Edmonton Institution for Women (Multi -level)

**Pacific Region:**

- 22) Pacific Institution / Regional Treatment Centre (Multi)
- 23) Kent Institution (Max)
- 24) Mountain Institution (Med)
- 25) Mission Institution (Min/Med)
- 26) Fraser Valley Institution (Multi)

Priority will be given to Offerors who are able to provide and deliver premade meals as per the Statement of Requirement for the highest number of locations, including optional CAF bases and optional CSC institutions.

**Section I: Technical Offer**

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

- b. The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria which the offer will be evaluated. Simply repeating the statement contained in the offer solicitation is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

## **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Basis of Payment detailed in Annex B by completing Attachment 2 to Part 4.

Offerors must submit firm all-inclusive unit price, in Canadian dollars, Delivered Duty Paid (DDP) at destination Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes (if application) must be shown separately in the appropriate space. Prices should only be included in the financial proposal.

- a. Offerors must submit their financial proposal without any conditions, assumptions, restrictions or otherwise. Any financial proposal that purports to restrict the way in which Canada acquires goods or services under the resulting Contract, with the exception of those limitations that are expressly set out in this offer solicitation, will be treated as being non-responsive and the Offeror's offer will be given no further consideration.
- b. The financial bid must account for all costs for the requirement described in the Request for Standing Offer for the entire Standing Offer Period, including any option to extend the Standing Offer Period.
- c. Canada has the right to disqualify an offer if the price of any deliverables does not reflect a fair and actual market price.
- d. Prices submitted with the offer will form part of any resulting Standing Offer and will be included in Annex B – Basis of Payment.

### **3.1.1 Exchange Rate Fluctuation**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

## **Section III: Certifications**

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

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Canada will use the Phased Bid Compliance Process described below.
- (d) In addition to any other time periods established in the solicitation:
  - 1. Requests for Clarifications: If Canada seeks clarification or verification from the Offeror about its offer, the Offeror will have one (1) working days (or longer period if specified in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-responsive.
  - 2. Extension of Time: If additional time is required by the Offeror, the Standing Offer Authority may grant an extension on his or her sole discretion.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by an Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from an Offeror and consider as part of the offer, any information to correct errors or deficiencies in the offer that are clerical or administrative, such as, without limitation, failure to sign the offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the offer solicitation closing in circumstances where the offer solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the

necessary documentation. Failure to meet this deadline will result in the offer being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2019-03-04) Standard Instructions – Request for Standing Offers - Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in circumstances where the offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 Phase I: Financial Offer

- (a) After the closing date and time of this offer solicitation, Canada will examine the offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the offer solicitation to be included in the Financial Offer, then the offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in (c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted

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information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Offer**

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any eligible Mandatory Criteria that the offer has failed to meet. An Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) An Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the

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Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the offer, but will be considered by Canada in the evaluation of the offer at Phase II only for the purpose of determining whether the offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the offer.
- (h) Canada will determine whether the offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Offer**

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.
- (b) An offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

The Phased Bid Compliance Process will apply to all mandatory technical criteria listed in Attachment 1 to Part 4 - Mandatory Evaluation Criteria.

The evaluation of the technical offer will consist of mandatory technical criteria, which are evaluated in a simple pass/fail.

##### **4.1.2.1 Mandatory Technical Criteria**

- a. The Offeror must comply and meet all technical requirements and all terms and conditions specified in this RFSO.
- b. The Offeror's technical offer must include one (1) copy of Page 1 of this Request for Standing Offer

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(RFSO), signed and dated by an authorized representative of the Offeror.

- c. Each offer will be reviewed for compliance with the mandatory requirements at **Attachment 1 to Part 4 - Mandatory Evaluation Criteria** of the solicitation. Any element of the solicitation that is identified with the words "must" or "mandatory" is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The Evaluation Team may determine that an offer does not meet a mandatory requirement at any time during the evaluation process.
- d. The mandatory technical criteria described in Attachment 1 to Part 4 – Mandatory Evaluation Criteria must be provided at solicitation closing.
- e. Offerors are cautioned that Attachment 1 to Part 4 – Mandatory Evaluation Criteria does not include all the mandatory requirements of this solicitation. This solicitation contains other mandatory requirements dealing with the submission, format and content of offer, including the mandatory submission of certifications and mandatory requirements for the submission of the cost proposal. It is the Offeror's sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.

#### 4.1.3 Financial Evaluation

For any and all of the offers, the Financial Evaluation will be conducted using the Total Evaluated Price at **Table 6 –Total Evaluated Price of Attachment 2 to Part 4 – Pricing Schedules**.

##### 4.1.3.1 Information

At a minimum, the Offeror must provide prices for ten (10) of the thirteen (13) critical Canadian Armed Forces (CAF) Bases, and eight (8) of the thirteen (13) Correctional Services Canada (CSC) Institutions, located in three (3) different regions, by completing the Pricing Tables in Attachment 2 to Part 4 – Pricing Schedules.

In addition, as per Table 7, the Offeror must provide a discount percentage to be applied to call-ups issued for more than 500 meals, where either DND or CSC would pick-up the meals from the Offeror's location.

Offers must be submitted in accordance with the Pricing Tables provided in this RFSO. The format of the tables must be similar to the format shown herein.

##### 4.1.3.2 Summary

The following financial evaluation is applicable to the following Meal types defined under Annex A – Statement of Requirement:

- a) Standard Meals;
- b) Flight Meals; and
- c) Individual Box/Cold Meals

The Firm Price Per Meal must include all direct and indirect costs to provide the service outlined in Annex A - Statement of Requirement, including (but not limited to) equipment, labour charges, transportation charges, overhead/administrative charges and profit.

The Firm Price Per Meal submitted in the Pricing Tables in Attachment 2 to Part 4, will be used to complete Annex B – Basis of Payment at Standing Offer issuance.



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#### 4.1.3.3 Calculation Methodology of Price

- a. The Financial Evaluation will be conducted by calculating the Adjusted Average Firm Price Per Meal for all proposed locations.
- b. In the PRICING TABLES 1 to 5 of Attachment 2 to Part 4, the Offeror must submit a **Firm Price Per Meal** for each **tier** listed under Column B (line no. 1.1 to 3.8) for each location the Offeror is providing an Offer for. The prices provided will be the same for the option periods.

#### 4.1.3.4 Price Calculation

**a. DND, Table 1 – Pricing Table for Standard Meals**

The Calculation is as follows:

Total Evaluated Price for Table 1 = Adjusted Average Firm Price for all locations, types of meals and tiers (Average of lines 1.1 to 1.8 of Column 1.W).

The Average Firm Price for Halal and Kosher Standard Meals will be adjusted to 15% in order to reflect the requirement for lower quantities.

**b. DND, Table 2 – Pricing Table for Flight Meals**

The Calculation is as follows:

Total Evaluated Price for Table 2 = Adjusted Average Firm Price for all locations, types of meals and tiers (Average of lines 2.1 to 2.4 of Column 2.F).

The Average Firm Price for Regular, Vegetarian, and Vegan Flight Meals will be adjusted to 50% in order to reflect the requirement for lower quantities.

The Average Firm Price for Halal and Kosher Flight Meals will be adjusted to 15% in order to reflect the requirement for lower quantities.

**c. DND, Table 3 – Pricing Table for Individual Box/Cold Meals**

The Calculation is as follows:

Total Evaluated Price for Table 3 = Adjusted Average Firm Price for all locations, types of meals and tiers (Average of lines 3.1 to 3.8 of Column 3.W).

The Average Firm Price for Halal and Kosher Individual Box/Cold Meals will be adjusted to 15% in order to reflect the requirement for lower quantities.

**d. CSC, Table 4 – Pricing Table for Standard Meals**

The Calculation is as follows:

Total Evaluated Price for Table 4 = Adjusted Average Firm Price for all locations, types of meals and tiers (Average of lines 4.1 to 4.8 of Column 4.G).

The Average Firm Price for Halal Standard Meals will be adjusted to 15% in order to reflect the requirement for lower quantities.

**e. CSC, Table 5 – Pricing Table for Individual Box/Cold Meals**

The Calculation is as follows:

Total Evaluated Price for Table 5 = Adjusted Average Firm Price for all locations, types of meals and tiers (Average of lines 5.1 to 5.8 of Column 5.G).

The Average Firm Price for Halal Individual Box/Cold Meals will be adjusted to 15% in order to



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reflect the requirement for lower quantities.

**f. Table 6 – Total Evaluated Price**

The Calculation is as follows:

Total Evaluated Price = (Total Evaluated Price for Table 1 + Total Evaluated Price for Table 2 + Total Evaluated Price for Table 3 + Total Evaluated Price for Table 4 + Total Evaluated Price for Table 5) / 5.

**g. Price Inclusion**

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

**h. Formula in Pricing Tables**

If the pricing tables provided to Offerors include any formulae, Canada may re-input the prices provided by Offeror into a fresh table, if Canada believes that the formulae may no longer be functioning properly in the version submitted by an Offeror.

**4.2 Basis of Selection**

**4.2.1 Basis of Selection – Mandatory Technical Criteria**

An offer must comply with the requirements of the solicitation and meet all mandatory technical evaluation criteria to be declared responsive.

**4.2.1.1 Ranking**

**a. Highest-ranked Offeror**

The compliant offer with the most locations, including at a minimum ten (10) of the thirteen (13) critical DND CAF Bases and at a minimum eight (8) of the thirteen (13) critical CSC Institutions, with the **lowest – Total Evaluated Price that is within 50% of the lowest Total Evaluated Price, as per Table 6**, will be the highest-ranked Offeror and will be recommended for SO issuance. The percentage calculation will be rounded to two decimal points.

**b. Second highest-ranked Offeror**

The Second compliant offer with the same amount of locations as the Highest-ranked Offeror, or with the next most locations, including at a minimum ten (10) of the thirteen (13) critical DND CAF Bases and at a minimum eight (8) of the thirteen (13) critical CSC Institutions, with the **lowest Total Evaluated Price that is within 50% of the lowest Total Evaluated Price, as per Table 6**, will be the second highest-ranked Offeror and will be recommended for SO issuance. The percentage calculation will be rounded to two decimal points.

**c. Third highest-ranked Offeror**

**Canada may issue a third Standing Offer based on Operational needs.** The Third compliant offer with the same amount of locations as the Highest-ranked Offeror or the Second highest-ranked Offeror, or with the next most locations, including at a minimum ten (10) of the thirteen (13) critical DND CAF Bases and at a minimum eight (8) of the thirteen (13) critical CSC Institutions, with the **lowest Total Evaluated Price that is within 50% of the lowest Total Evaluated Price** will be the third highest-ranked Offeror and will be recommended for SO issuance. The percentage calculation will be rounded to two decimal points

**The Third highest-ranked Offeror will be notified of their ranking and for a possible SO in the future based on operational requirements of DND and or CSC.**

#### **4.2.1.2 Example of Ranking**

An example is provided in the table below in order to illustrate the ranking. In the example below, all Offerors included the minimum ten (10) critical DND locations and eight (8) critical CSC locations. The total number of possible locations = 60

Offeror B offered the most locations, but their Total Evaluated Price was over 50% more than the lowest Total Evaluated Price (Offeror A, \$10.50). Therefore, their offer would be deemed non-compliant. Offeror D would be ranked 1<sup>st</sup>, with the next most locations and Total Evaluated Price within 50% of the Lowest Total Evaluated Price. Then Offeror C would rank 2<sup>nd</sup>, and Offeror D, 3<sup>rd</sup>.

**EXAMPLE:**

	<b>Offeror A</b>	<b>Offeror B</b>	<b>Offeror C</b>	<b>Offeror D</b>
<b>Number of proposed locations</b>	<b>18 locations</b>	<b>50 locations</b>	<b>21 locations</b>	<b>45 locations</b>
<b>Total Evaluated Price at Table 6</b>	<b>\$10.50</b>	<b>\$17.75</b>	<b>\$12.30</b>	<b>\$15.50</b>
<b>Rank</b>	<b>3rd</b>	<b>Non-compliant</b>	<b>2nd</b>	<b>1st</b>

#### **4.3 Number of Standing Offers**

Canada intends to issue up to two (2) Standing Offers. Due to operational requirements and uncertainty of the COVID-19 Crisis, Canada may add another Standing Offer for a total 3 during the Standing Offer Period.

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## 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 offering, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Offer" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 Offer" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

#### **5.2.3.1 Business License**

The Offeror must hold a valid Business license to provide the Prepared Meals to the DND bases and CSC Facilities across Canada, throughout the entire duration of the Standing Offer and provide proof within three (3) calendar days following a request from the Standing Offer Authority. Failure to comply with the request may result in the offer being declared non-responsive.

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## **PART 6- SECURITY, FINANCIA AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

Access to the CAF bases and CSC Institutions may be subject to certain restrictions, with which the Contractor and its employees must agree to comply at all times. Proper piece of identification will need to be provided.

### **6.2 Financial Capability**

*SACC Manual* clause [M9033T](#) (2011-05-16) Financial Capability

### **6.3 Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the Request for Standing Offer, can be insured in accordance with the Insurance Requirements specified in Annex C, which includes:

- a. *SACC Manual* clause G1001C (2013-11-06) Insurance – Specific Requirements;
- b. *SACC Manual* clause G2001C (2018-06-21) Commercial General Liability Insurance, and;
- c. *SACC Manual* clause G2020C (2018-06-21) Automobile Liability Insurance.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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## 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.

PWGSC's intention to authorize up to two (2) Standing Offers and possibly, three (3) depending on operational requirements, each for a period of six (6) months, with the option to extend an additional two (2), three months option periods on the basis of Right of First Refusal. If the Standing Offer is utilized by all bases and facilities, the total dollar value of all Standing Offers is estimated to be \$5M (GST or HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC, DND, and/or CSC will issue call-ups only when the specific requirements to be provided under the Standing Offer are needed.

#### 7.2 Security Requirements

Access to the CAF bases and CSC Institutions may be subject to certain restrictions, with which the Contractor and its employees must agree to comply at all times. Proper piece of identification will need to be provided.

#### 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

**2009** (2018-07-16) General Conditions – Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

##### 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 D - Standing Offer Reporting Format. 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 to the Standing Offer Authority.

The reporting periods are defined as follows:

- first report: Award of Standing Offer to November 30
- second report: December 1 to February 28
- third report: March 1 to May 31

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

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## **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 six (6) months from date of issuance:

From \_\_\_\_\_ to \_\_\_\_\_ inclusive

*(Dates inserted at time of Standing Offer issuance)*

### **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 two (2) additional three (3) months 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.

Extension 1: From \_\_\_\_\_ to \_\_\_\_\_ inclusive

Extension 2: From \_\_\_\_\_ to \_\_\_\_\_ inclusive

*(Dates inserted at time of Standing Offer issuance)*

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 calendar days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

This Standing Offer (SO) excludes delivery in areas that are subject to Comprehensive Land Claim Agreements (CLCAs).

### **7.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified in the call-up issued against the Standing Offer.

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Kristine Jackson  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Consumer Goods and Information Products Division- PD Division  
Address: 140 O'Connor Street, Ottawa, ON K1A 0R5

Telephone: 343-542-6608

E-mail address: [Kristine.Jackson@tpsgc-pwgsc.gc.ca](mailto:Kristine.Jackson@tpsgc-pwgsc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for

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any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

#### 7.5.2 DND Project Authority

Name:  
Title:  
Address:  
Telephone:  
E-mail address:

*(Contact information to be inserted at time of Standing Offer issuance)*

The DND 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 CSC Project Authority

Name:  
Title:  
Address:  
Telephone:  
E-mail address:

*(Contact information to be inserted at time of Standing Offer issuance)*

The CSC 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.

#### 7.5.4 Offeror's Representative

##### **OFFEROR TO COMPLETE**

*(Contact information to be inserted at time of Standing Offer issuance)*

Contact for	Name(s)	Telephone	E-mail
Call-up receipts			
Invoices			
Usage Reports			

#### 7.6 Authorized Users

The Authorized User authorized to make call-ups against the Standing Offer are DND and CSC approved Client Authorities identified in the call-up against the Standing Offer.



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## 7.7 Call-up Procedures

- a. The Contractor must review the details of the services to be performed to ensure accuracy for the total estimated cost for performing the requested requirement, established in accordance with the Basis of Payment specified in the Standing Offer. The Contractor must also provide a menu with a copy sent to the Project Authority.
- b. Within 48 hrs, or 24 hrs for emergency requirements, the Contractor must confirm their ability to meet the requirements identified on the draft Meal Forecast Requirement form.
- c. The requirements will be confirmed in the final Meal Forecast Requirement form upon issuance of a Call-up. The Contractor must not commence work until an authorized call-up instrument has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized call-up has been received will be done at the Contractor's own risk.
- d. Upon receipt of a Call-up, the Contractor must respond to the Client Authority within 24hrs. of any inquiry and Call-up request.

### 7.7.1 Client Authority Contracting Limits

#### A. CALL-UP PROCEDURES FOR DND:

##### 1. CALL-UP PROCEDURES DIRECTED BUYS - \$40,000.00 and less

- a. DND Approved Client Authorities are authorized to direct and award call-ups to the Contractor of their choice against the SO for requirements valued below \$40,000.00 CAD (GST/HST included).

##### 2. Call-up procedures (right of first refusal basis) - \$40,000.00 to \$150,000.00

- a. For each individual call-up valued between \$40,000.00 to \$150,000.00, the highest-ranked Contractor will be provided the scope of work from DND in accordance with the rates established under the Standing Offer. As part of their response, the Contractor must include all of the work as specified, including; materials, labour, administration fees and supervision.
- b. Based on the Right of First Refusal Basis, DND will only utilize the Standing Offer issued to the second highest-ranked Contractor as necessary in situations such as:
  - i. When the highest-ranked Contractor does not provide prepared meals for a particular location or respond within the specified period as specified in section 12 - Timeframe for confirming the number of meals of the SoR; and
  - ii. The highest-ranked Contractor is unable to meet the requirements.
- c. Based on the Right of First Refusal Basis, DND will only utilize the Standing Offer issued to the third highest-ranked Contractor as described above.
- d. DND'S Client Authority will document the file accordingly and the second ranked Contractor will be authorized in writing by the Client Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 942.
- e. Any proposed changes to the scope of work are to be discussed with the Client Authority, but any resulting changes can only be authorized by an amendment issued by the Standing Offer Authority.

### **3. PWGSC Standing Offer Authority**

- a. All requirements in excess of \$150,000.00 to \$400,000.00 will be initiated and managed by PWGSC, on behalf of the Client using the process above. PWGSC may also manage requirements that are within a Client's authority.
- b. For requirements over \$ 400,000.00, DND Client Authority must send a funded requisition (form 9200) to PWGSC for appropriate action. All amounts include Delivery and Applicable Tax.

### **B. CALL-UP PROCEDURES FOR CSC:**

#### **1. CALL-UP PROCEDURES DIRECTED BUYS - \$40,000.00 and less**

- a. CSC Approved Client Authorities are authorized to direct and award call-ups to the Contractor of their choice against the SO for requirements valued below \$40,000.00 CAD (GST/HST included).

#### **2. PWGSC Standing Offer Authority Call-up procedures (right of first refusal basis) - \$40,000.00 to \$400,000.00**

- a. All requirements in excess of \$40,000.00 to \$400,000.00 will be initiated and managed by PWGSC, on behalf of the Client using the process above. PWGSC may also manage requirements that are within a Client's authority.
- b. The highest-ranked Contractor will be provided the scope of work from PWGSC in accordance with the rates established under the Standing Offer. As part of their response, the Contractor must include all of the work as specified including; materials, labour, administration fees and supervision.
- c. Based on the Right of First Refusal Basis, PWGSC will only utilize the Standing Offer issued to the second highest-ranked Contractor as necessary in situations such as:
  - i. When the highest-ranked Contractor does not provide prepared meals for a particular location or respond within the specified period as specified in section 12 - Timeframe for confirming the number of meals of the SoR; and
  - ii. The highest-ranked Contractor is unable to meet the requirements.
- f. Based on the Right of First Refusal Basis, CSC will only utilize the Standing Offer issued to the third highest-ranked Contractor as described above.
- d. PWGSC Standing Offer Authority will document the file accordingly and the second ranked Contractor will be authorized in writing by the Client Authority to proceed with the work by issuance of a Call-up against the Standing Offer using form 942.
- e. Any proposed changes to the scope of work are to be discussed with the Client Authority, but any resulting changes can only be authorized by an amendment issued by the Standing Offer Authority.
- f. For requirements over \$ 400,000.00, CSC Client Authority must send a funded requisition (form 9200) to PWGSC for appropriate action. All amounts include Delivery and Applicable Tax.

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## 7.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below.

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

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.9 Limitation of Call-ups

For DND, Individual call-ups against the Standing Offer must not exceed **\$150,000.00** (Applicable Taxes included).

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

PWGSC may execute Call-ups against the Standing Offer for Call-ups from **\$150,000.00 to \$400,000.00 for DND and \$40,000.00 to \$400,000.00 for CSC.**

## 7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Insurance Requirements;

- g) Annex D, Standing Offer reporting format;  
h) the Offeror's offer dated \_\_\_\_\_ as clarified on \_\_\_\_\_ " **or** "as amended on \_\_\_\_\_.  
(to be completed at time of Standing Offer Issuance)

## **7.11 Certifications and Additional Information**

### **7.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.11.2 SACC Manual Clauses**

SACC Manual Clause [A0285C](#) (2007-05-25) - Workers Compensation

## **7.12 Applicable Laws**

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

## **7.13 Transition to an e-Procurement Solution (EPS)**

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

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

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

## **7.14 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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## **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 perform the Work described in the call-up against the Standing Offer.

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

**2015A** (2018-07-16), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Goods and Services must be completed to the satisfaction of the DND and CSC Project Authority within the lead time(s) or completion date(s) specified in the call-up against the Standing Offer.

The "Initial Contract Period" which begins on the date the Offer is awarded and ends 6 months later; and

The Period during which the Contract is extended, if Canada chooses to excise any options set out in the Contract.

*(Dates inserted at time of Standing Offer issuance)*

##### **7.3.1.1 Delivery Date**

The Contractor must be ready to respond and provide Prepared Meals as per the SoR, no later than 10 calendar days after Contract Award or sooner based on the Contractor's capability.

#### **7.3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional 3-month periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least **15 calendar days** before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **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 Standard Acquisition Clauses and Conditions (SACC) 2006 (2019-03-04) Standard Instructions firm unit prices as specified in the Contract, Goods and Services Tax (GST) or

Harmonized Sales Tax (HST) as applicable excluded, DDP (Delivered Duty Paid) destination, shipping, handling and, delivery charges included.

#### **7.4.2 Limitation of Price**

Authorized Users 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.

#### **7.4.3 Single Payment**

Authorized Users will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by approved Client Authorities;
- c. the Work delivered has been accepted by approved Client Authorities.

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

The Contractor accepts to be paid using Direct Deposit (Domestic and International)

#### **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.

Each invoice must be supported by:

- a. a copy of the Authorized call-up;
  - b. a copy of the release document and any other documents as specified in the Contract
2. Invoices must be distributed as follows:
    - a. The original must be forwarded by electronic mail to the Project Authority identified in the call-up against the Standing Offer for certification and payment;

#### **7.6 Insurance – Specific Requirements**

The Contractor must comply with the insurance requirements specified in Annex C – Insurance Requirement. 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

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File No. - N° du dossier  
pd152.W8484-219775

Id de l'acheteur - Buyer ID  
PD152  
N° CCC / CCC No./ N° VME - FMS

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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.

#### **7.7 SACC Manual Clauses**

A9062C (2011-05-16), Canadian Forces Site Regulations;  
A9068C (2010-01-11), Government Site Regulations;  
B7500C (2006-06-16), Excess Goods; and  
M3000C (2006-08-15), Price Lists.

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**ANNEX A- STATEMENT OF REQUIREMENT (SOR)**  
**FOR**  
**THE PROVISION OF PREMADE MEALS**  
**REQUIRED BY**  
**THE DEPARTMENT OF NATIONAL DEFENCE AND CORRECTIONAL SERVICES CANADA**



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## SECTION 1 - REQUIREMENT

### 1.1 Summary

#### 1. Background

- 1.1 Canada's Department of National Defence (DND) and Correctional Services Canada (CSC) have a requirement for the provision of premade meals, on an "as and when requested" basis, to Canadian Armed Forces (CAF) kitchens and CSC institutions throughout Canada, and possibly additional locations.
- 1.2 The target clientele encompasses a population comprised of adult military members and federally incarcerated adult offenders. Consumption pattern is 85% regular North American Diet, 15% Vegetarian and some occasional requests for Halal/Kosher/Vegan meals in accordance with Federal policy on Spiritual and Religious Accommodation.

#### 2. Purpose

- 2.1 To supply premade meals, prepared off-site, more specifically:
  - i. Standard meals;
  - ii. Flight meals; and
  - iii. Individual box/cold meals.

Each type of meal could include breakfasts, lunches and/or suppers. They must all be prepared in accordance with the technical requirements set out in the Appendix 1 to 3 to this Statement of Requirement, for a variable number of meals and locations. Exact numbers will be confirmed on each call-up sent to the Contractor. The Contractor will be given a 10 calendar day notice for planned feeding requirements and a 5 calendar day notice for emergencies.

#### 3. Destination

- 3.1 The meals are required at potentially 21 CAF bases, 39 CSC institutions, and additional locations across Canada.
- 3.2 Access to the CAF bases and CSC institutions may be subject to certain restrictions, with which the Contractor and its employees agree to comply at all times. Proper piece of identification will need to be provided.
- 3.3 Meals may be required in major urban areas, in which case DND and CSC could discuss with the Contractor the possibility of having premade meals picked up by DND or CSC from the Contractor's establishment.
- 3.4 For call-ups in which DND or CSC request to pick-up the meals, arrangements will be made upon call-up issuance by the client unit for the pick-up of the meals. The Contractor is responsible to pre-package meals in disposable containers.

#### 4. Number of Meals

- 4.1 Due to the unpredictable nature of COVID-19 and military operations, DND's operational requirements and CSC kitchen capacities, which would necessitate the provision on premade meals, cannot be precisely defined. Estimates per location are included in section 18. Meal Forecasts. However, the exact number of meals and locations will be specified in each call-up issued to the Contractor.

- 4.2 DND and CSC will provide a completed copy of Appendix 4- Meal Forecast Requisition with each call-up.
- 4.3 It is expected that each call-up should be for a minimum of 100 meals to a maximum of 5,000 meals per week per location. Should more than 5,000 meals be required in a period of one week, DND or CSC would discuss the feasibility with the Contractor.

## **5. Facilities**

- 5.1 The Contractor does not have access to DND/CAF or CSC Food Services facilities and equipment to prepare and produce requested meals.
- 5.2. The Contractor must have a verifiable food safety management system in place that meets Canadian Food Inspection Agency (CFIA) requirements or equivalent, implementing both the Codex Alimentarius General Principles of Food Hygiene and the structure of Hazard Analysis Critical Control Point (HACCP).
- 5.3 The Contractor must have a valid Food Premises Business License for the duration of the Standing Offer.
- 5.4 The Contractor must have measures in place that meet current Public Health Agency of Canada (PHAC) guidance to protect food workers from contracting COVID-19 and to prevent exposure to or transmission of the virus.

## **6. Delivery**

- 6.1 Meals are to be delivered, once to twice per week, as specified in the call-up.
- 6.2 Unless stipulated otherwise, the Contractor is responsible for the delivery of the meals.
- 6.3 Meals must be delivered to the base kitchens, including Flight meals, and CSC facilities.
- 6.4 DND is responsible to assemble Flight meals in trays and load them in flight carriers.
- 6.5 The Contractor should also be able to deliver within a 100 km radius surrounding the identified CAF bases and CSC Institutions.

## **7. Types of meals**

- 7.1 The Contractor must prepare and provide the following types of meals:

### **For DND:**

- A. Standard meals;
- B. Flight meals; and
- C. Individual box/cold meals.

### **For CSC:**

- A. Standard meals; and
- B. Individual box/cold meals.

---

## 7.2 Standard Meals

7.2.1 Standard meals must be provided in accordance with requirements and guidelines found under Appendix 1 for Standard meals.

### 7.2.2 Packaging

All menu components must be provided in individual portion sizes (e.g. juice cannot be delivered in 1L containers; it must be delivered in individual single juice box). Furthermore, in order to manage risks of contracting COVID-19, single, ready-to-eat products such as bakery products, fruits, beverages etc. must be individually packaged and wrapped. The Contractor must be compliant to the World Health Organization (WHO) COVID-19 and Food Safety Recommendations.

Menu components requiring re-thermalizing must be delivered in single portion containers (e.g. Breakfast entrée, Breakfast meat, and breakfast starch must all be packaged into one container per individual, per meal). The container must be individually wrapped and sealed using tamper-evident food grade packaging to avoid food spoilage and contamination

DND could request that each meal be delivered in individual lunch boxes format (option 1 below) or that similar menu components be regrouped and delivered in bulk (option 2 below). For option 1, main entrée containers could be provided separately if delivered frozen. The requirement for individual or bulk packaging will be defined in each call-up. Here is an example to illustrate both options:

e.g. 100 Full Hot Breakfasts:

1. Option 1: 10 cartons with 10 individual lunch boxes each. Each individual lunch box would include one (1) juice, one (1) fruit, one (1) container including main entrée, meat, and starch, one (1) portion of bread, and one (1) milk. The main entrée container could be provided separately if delivered frozen.
2. Option 2: 1 carton with 100 juices, 1 carton with 100 fruits, 1 carton with 100 containers including main entrée, meat, and starch, in each one, 1 carton with 100 portions of bread, 1 carton with 100 milks.

7.2.3 Main entrées that require re-thermalizing must be delivered frozen, unless specified by the Project Authority. Prepared/baked deserts can also be delivered frozen.

## 7.3 Flight Meals

7.3.1 Flight meals must be provided in accordance with requirements and guidelines found under Appendix 2 for Flight meals.

7.3.2 Flight meals are to be provided for an average range of 10-200 passengers/crew, with up to two (2) meals per passenger/crew per flight. Flight meals to be provided could include continental breakfasts, full hot breakfasts, boxed lunch/supper and frozen entrées, according to the itinerary and the request.

7.3.3 Main entrées that require re-thermalizing must be delivered frozen, unless specified by the Project Authority. Prepared/baked deserts can also be delivered frozen.

7.3.4 All perishable food items must be stamped with expiry dates of guaranteed freshness.

7.3.5 The size of the main entrée container must not exceed 7.5" (190mm) x 10" (254mm) x 1.78" (45mm).

7.3.6 Meals provided must be in accordance with Flight Safety regulations. The Contractor must also comply with all of the following requirements:

- A. A special Aircraft Commander's meal must be prepared for each flight. This meal must contain food that is entirely different from the other crew meals.
- B. Food for the Aircraft Commander's meal must be prepared by a different food handler using different utensils and equipment and, where possible, in a different facility.
- C. The packaging on the separate meal must be marked "AIRCRAFT COMMANDER MEAL" using a red felt marking pen.

7.3.7 The Contractor must portion and individually package all meal components, i.e. entrée, salad, desert, etc.

7.3.8 Main entrée containers must be individually wrapped and sealed using tamper-evident food grade packaging to avoid food spoilage and contamination

#### **7.4 Individual Box/Cold Meals**

7.4.1 Individual Box/Cold Meals must be provided in accordance with requirements and guidelines found under Appendix 3 for Individual box/cold meals.

7.4.2 All components included in the boxed meals, except for the fresh fruit, must be sealed and individually wrapped using tamper-evident food grade packaging. All components must fit in the box. Individual Box/Cold meals must be delivered in disposable Master cartons or cases that must be stackable up to three (3) rows high and sustain the weight without being crushed. Cartons or cases must support bulk storage, shipping and handling of products in the distribution supply chain. Cartons must be secure closed with packing tape or label.

7.4.3 Individual box/cold meals must be delivered fresh, with no items requiring re-thermalizing.

7.4.4 Sandwiches must be vacuumed packed to ensure a shelf life of a minimum of fourteen (14) days.

7.4.5 All perishable food items must be stamped with expiry dates of guaranteed freshness and the box must also be stamped with best before date.

#### **8. Menus**

8.1 The Contractor must prepare and provide the following types of menus:

- A. Standard Meals: A 7-day (minimum) to a 14-day (preferable) cycle menu must be provided, available, and pre-approved by the Project Authority, in accordance with requirements and guidelines found under Appendix 1 for Standard Meals. The same menu can be provided for both DND and CSC.
- B. Flight Meals: A 7-day cycle menu must be provided, available, and pre-approved by the Project Authority, in accordance with requirements and guidelines found under Appendix 2 for Flight Meals; and
- C. Individual Box/Cold Meals: A 5-day (minimum) to a 7-day (preferable) cycle menu must be provided, available, and pre-approved by the Project Authority, in accordance with requirements and guidelines found under Appendix 3 for Individual Box/Cold Meals. The same menu can be provided for both DND and CSC.

- 8.2 The Contractor must provide the menus to the Project Authority for their approval no later than five (5) business days following issuance of the Standing Offer.
- 8.3 All menus (Standard Meals, Flight Meals and Individual Box/Cold Meals) must include both of the following options for each meal:
- A. regular protein option (meat/poultry/fish); and
  - B. vegetarian protein option (egg/dairy/beans/lentils)
- 8.4 The Contractor is not required to include Halal, Kosher and Vegan options for DND and Halal and Vegan options for CSC in the menus. However, the Contractor must ensure they have these types of meals available upon call-up issuance. Furthermore, sufficient variety of entrées must be provided to ensure no repetition of the entrée at lunch and supper over a 3-day period.
- 8.5 In addition to the requirements identified in Appendices 1 to 3, the menus must include a supplier code, a description for each type of meal as well as the list of ingredients. Additional information may be required for DND's ordering software and CSC's needs.

## 9. Quality of Meals

- 9.1 The Contractor must place a great importance on sensory perception of the prepared meals. The prepared meals must be of high quality which includes the appearance, texture, flavour (taste and aroma). The Contractor should have a system to evaluate the acceptability in these aspects using a recognized sensory evaluation method, such as a 9 point hedonic scale, with a predetermined acceptable mean score for overall quality.

## 10. Delivery Temperatures

- 10.1 All Meals must be kept at an appropriate temperature for their conservation during transport. Frozen items must be delivered in temperature controlled environments of minus 18C (-18C) or less. Fresh items must be delivered in a controlled temperature environment of 0 to 4 C.
- 10.2 Main entrée items must be delivered fresh or frozen, as agreed to and/or requested in the Call-up.

## 11. Conservation

- 11.1 Individual box/cold meals must have a shelf life of a minimum of fourteen (14) days. They must be stamped and dated accordingly.
- 11.2 Individual fresh items must have a shelf life of a minimum of seven (7) days, unless re-supplied mid-week as per the call-up.
- 11.3 Frozen meals must have a shelf life of a minimum of three (3) months.

## 12. Timeframe for Confirming the Number of Meals

- 12.1 The Contractor will be given a 10 calendar day notice for planned feeding requirements with an estimated number of meals to be delivered. The number of meals to be provided as per the call-up may be confirmed up to seventy-two (72) hours before the delivery. DND and CSC reserve the right to make changes up to twenty-four (24) hours (confirmation timeframe) before the planned delivery date and time.
- 12.2 The Contractor will be given a 5 calendar day notice for emergency feeding requirements with an estimated number of meals to be delivered. However, due to the unpredictable nature of the

requirement, the Contractor may be given a shorter notice. During Emergencies, the Contractor will make all reasonable efforts to deliver within 48hrs from call-up issuance. The Project Authority will contact the Contractor to make arrangements based on the feasibility of delivering the prepared meals. The number of meals to be provided as per the call-up may be confirmed up to twenty-four (24) hours before delivery.

### **13. Periodic Evaluation of Services**

13.1 The Project Authority or his/her representative reserves the right to conduct compliance evaluations in order to assess the quality of the meals and services provided under the contract. The Contractor agrees to provide the necessary data and fully cooperate with DND and CSC during the course of these compliance evaluations. If any deficiencies are found, the Contractor must rectify the deficiencies to the Project Authority's satisfaction.

### **14. Meal Satisfaction Checklist**

14.1 The Contractor must provide a Meal Satisfaction Checklist, attached herein as Appendix 5 to Annex A, at each delivery. The form is to be filled out by the DND or CSC On-Site Representative when the meal was unsatisfactory. The DND or CSC On-Site Representative will forward copies to the Project Authority, and to the Contractor's representative(s) within 48 hours of receipt (or delivery).

### **15. Disposable Materials**

15.1 The Contractor must provide all disposable individual containers, dinnerware, cutlery, and napkins. Plastic straws should not be used. Appropriate environmental responsible options when available must be used at all times. Main entrées will be either thermalized in combi/regular ovens or microwaves. Accordingly, the container used for main entrée meals must be microwavable and/or ovenable (i.e. able to sustain heat up to 400°F/200°). Containers that are both ovenable and microwavable are the preferred options. Otherwise, DND will provide the ratio between ovenable and microwavable containers in each call-up.

Aluminium products are not accepted for CSC.

### **16. Dietary Requirement**

#### **For DND:**

16.1 The CAF is not mandated to provide allergen-free food items in support of special diets (including but not limited to gluten intolerance). These expectations also apply to meals prepared by a caterer.

16.2 The CAF has, however, the obligation to provide meals in accordance with the CAF policy on Religious and Spiritual Accommodation. Accordingly, the Contractor must provide, on request, Halal/Kosher/Vegan meals. These can be Standard Meals, Individual Box/Cold Meals or Flight Meals. Halal/Kosher meals must be provided by a certified Halal/Kosher meal provider. DND reserves the right to request proof of certification at any time. It is CAF's responsibility to ensure that these requests are internally approved in accordance with the CAF policies and procedures.

16.3 The Contractor must provide both regular and vegetarian options at each meal, as per Appendix 1. Approximately 85% of standard meals will be regular, and 15% vegetarian. Quantities will be confirmed at call-up. Vegetarian meals must contain a good source of protein, which can be achieved in a variety of ways including protein sandwich replacements (e.g. egg salad sandwich), salads (e.g. bean salad), and snacks (e.g. nuts, cheese).

16.4 Slight variations in portion sizes and nutrients guidelines identified in Appendices 1 to 3 are acceptable where specified. However, DND has a duty to provide nutritious meals to CAF members,

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therefore significant variations must be supported by a valid justification and approved by the Project Authority.

**For CSC:**

- 16.1 CSC is mandated to provide allergen-free food items in support of special diets, including but not limited to gluten intolerance. These expectations also apply to meals prepared by a caterer. At a minimum, the Contractor must provide the list of ingredients with the menus to enable CSC to manage inmates' allergies. If possible, typical food allergens must be identified on the meal containers, as applicable.
- 16.2 CSC has the obligation to accommodate Religious and Spiritual requests. Accordingly, the Contractor must provide, on request, Halal/Vegan meals. These can be Standard Meals or Individual Box/Cold Meals. The Contractor must certify that these meals are Halal. It is CSC's responsibility to ensure that these requests are internally approved in accordance with the CSC policies and procedures.
- 16.3 The Contractor must provide both regular and vegetarian options at each meal, as per Appendix 1. Approximately 85% of standard meals will be regular, and 15% vegetarian. Quantities will be confirmed at call-up. Vegetarian meals must contain a good source of protein, which can be achieved in a variety of ways including protein sandwich replacements (e.g. egg salad sandwich), salads (e.g. bean salad), and snacks (e.g. nuts, cheese).
- 16.4 Slight variations in portion sizes and nutrients guidelines identified in Appendices 1 and 3 are acceptable where specified. However, CSC has a duty to provide nutritious meals to inmates, therefore significant variations must be supported by a valid justification and approved by the Project Authority.

**17. Beverages**

- 17.1 Juice and milk must be provided as per Appendices 1 and 3.
- 17.2 Bottled water must not be included in any Meal Entitlement Patterns, including flavoured or carbonated water.
- 17.3 Coffee and tea is not included in any Meal Entitlement Patterns and will be provided by DND or CSC as required.

**18. Meal Forecasts**

**For DND:**

**1. Canadian Armed Forces Bases Requirements**

The following represent the estimated feeding requirement for CAF bases across Canada. The exact requirement will be defined in each call-up. These are the estimated number of individuals, at each location, for whom three (3) meals per day may be required.

DND might have a requirement for premade meals to be delivered to locations not included in the table below.



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Base Location	Estimated Number of Individuals per Location	Special Instructions/Comments
<b>Royal Canadian Navy Bases</b>		
CFB Halifax, Nova-Scotia *	110	
CFB Esquimalt, British-Columbia *	265	
<b>Royal Canadian Air Force</b>		
3 Wing Bagotville, Québec	60	
4 Wing Cold Lake, Alberta	110	
8 Wing Trenton, Ontario *	150	Possible requirement for Flight Meals
14 Wing Greenwood, Nova-Scotia	45	Possible requirement for Flight Meals
17 Wing Winnipeg, Manitoba *	50	Possible requirement for Flight Meals
19 Wing Comox, British-Columbia	45	Possible requirement for Flight Meals
22 Wing North Bay, Ontario	85	
<b>Canadian Army</b>		
CFB Gagetown, New-Brunswick *	45	Halal/Kosher/Vegan requirement is approximately 5%
CFB Petawawa, Ontario *	150	
CFB Kingston, Ontario *	150	
CFB Valcartier, Québec *	100	
CFB St-Jean, Quebec *	100	
CFB Shilo, Manitoba	100	
CFB Wainwright, Alberta	60	
CFB Edmonton, Alberta *	85	
CFB Suffield, Manitoba	40	
<b>Training Bases</b>		
CFB Borden, Ontario *	75-200	
CMR Kingston, Ontario *	25	
Connaught Range – Ottawa *		Intent to only be used as surge location

**\*Note:** Locations marked by an \* are deemed critical and for which the Contractor must be available to provide meals within a 5 calendar day notice. The Contractor must have the capacity to provide meals to at least ten (10) out of those thirteen (13) critical DND locations. Due to the unpredictable nature of the requirement, DND reserves the right to modify the list of critical locations.

## 2. Surge Requirements

- 2.1 CAF military members may be called up for domestic operations. This includes assets to assist with COVID-19 and assets to assist for emergencies, such as floods, forest fire, etc.
- 2.2 To assist with COVID-19, surge of personnel have been identified. The primary surge locations are: Gagetown, Petawawa, Valcartier, Shilo and Edmonton. Connaught Range in Ottawa is an alternate location. At each location, we estimate a surge of 350 members. The number of days for the surge may vary for each location and is unknown. A 10 calendar day notice will normally be given but it could be less.
- 2.3 To assist with other emergencies, such as floods or forest fires, an estimated surge of 1,000 personnel has been identified. The surge areas are: two (2) in the West (BC and Prairies); one (1) in Ontario; one (1) in Quebec and one (1) in Atlantic. The exact locations are unknown. We estimate

the surge of 200 members per location, for an unknown duration. For these surges, DND estimates that a 5 calendar day notice will be given.

2.4 The locations and surge numbers are not limited to those identified above.

### 3. Flight Meals

3.1 A requirement to provide Flight Meals has been identified for CAF primarily Air Cargo Base, 8 Wing Trenton. Secondary locations are 14 Wing Greenwood, 17 Wing Winnipeg and 19 Wing Comox. DND may require large numbers of Flight Meals for crews and passengers. Meal composition and specifications are identified under Appendix 2.

#### For CSC:

#### 1. Correctional Services Canada Institutions Requirements

The following represent the estimated feeding requirement for CSC institutions across Canada. The exact requirement will be defined in each call-up. These are the estimated number of individuals, at each location, for whom three (3) meals per day would be required.

CSC might have a requirement for premade meals to be delivered to any of the CSC sites located in the National Facility Directory: <https://www.csc-scc.gc.ca/institutions/001002-0001-eng.shtml>

Institution Location	Estimated number of individuals per location
<b>ATLANTIC REGION</b>	
<b>Atlantic Institution</b> 13175 Route 8 Renous, New Brunswick	200
<b>Dorchester Penitentiary (Min/Med) *</b> 4902 Main Street Dorchester, New Brunswick	390
<b>Springhill Institution</b> 330 McGee Street Springhill, Nova Scotia	350
<b>Nova Institution for Women</b> 180 James Street Truro, Nova Scotia B2N 6R8	75
<b>QUÉBEC REGION</b>	
<b>Donnacona Institution *</b> 1537 Highway 138 Donnacona, Québec	260
<b>Port-Cartier Institution *</b> Chemin de l'Aéroport PO Box 7070 Port-Cartier, Québec	190
<b>Regional Reception Centre</b> 246 Montée Gagnon Sainte-Anne-des-Plaines, Québec	280
<b>Cowansville Institution</b> 400 Fordyce Avenue Cowansville, Québec	400

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<b>Archambault Institution (Med)</b> 242 Montée Gagnon Sainte-Anne-des-Plaines, Québec	350
<b>Archambault Institution (Min) *</b> 244 Montée Gagnon Sainte-Anne-des-Plaines, Québec	110
<b>La Macaza Institution (Med)</b> 321 Chemin de l'Aéroport La Macaza, Québec	230
<b>Drummond Institution (Med)</b> 2025 Jean-de-Brébeuf Blvd. Drummondville, Québec	230
<b>Federal Training Centre (Multi)</b> 6099 Lévesque Boulevard east Laval, Quebec	300
<b>Federal Training Centre (Min)</b> 600 Montée Saint-François Laval, Québec	110
<b>Joliette Institution (Multi)</b> 400 Marsolais Street Joliette, Québec	75
<b>ONTARIO REGION</b>	
<b>Millhaven Institution (Max)</b> Highway 33, PO Box 280 Bath, Ontario	310
<b>Collins Bay Institution (Max/Med)</b> 1455 Bath Road PO Box 190 Kingston, Ontario	480
<b>Collins Bay Institution (Min)</b> 1455 Bath Road PO Box 7500, Kingston, Ontario	150
<b>Beaver Creek Institution (Med)</b> 2000 Beaver Creek Drive P.O. Box 5000 Gravenhurst, Ontario	260
<b>Beaver Creek Institution (Min) *</b> PO Box 1240 Gravenhurst, Ontario	250
<b>Joyceville Institution (Min/Med)</b> Highway 15 PO Box 880 Kingston, Ontario	560
<b>Warkworth Institution (Med)</b> County Road #29 PO Box 760 Campbellford, Ontario	565
<b>Bath Institution (Med) *</b> 5775 Bath Rd. PO Box 1500 Bath, Ontario	330
<b>Grand Valley Institution for Women (Multi) *</b> 1575 Homer Watson Blvd.	180

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Kitchener, Ontario	
<b>PRAIRIES REGION</b>	
<b>Edmonton Institution (Max)</b> 21611 Meridian Street Edmonton, Alberta	275
<b>Saskatchewan Penitentiary (Max/Med) *</b> 15th Street West, PO Box 160 Prince Albert, Saskatchewan	600
<b>Stony Mountain Institution (Min/Med) *</b> Highway #7, PO Box 4500 Winnipeg, Manitoba	580
<b>Bowden Institution and Annex (Med/Min)</b> Highway #2, PO Box 6000 Innisfail, Alberta	700
<b>Drumheller Institution (Med/Min)</b> Highway #9, PO Box 3000 Drumheller, Alberta	650
<b>Grande Cache Institution (Med/Min) *</b> Hoppe Avenue Bag 4000 Grande Cache, Alberta	290
<b>Regional Psychiatric Centre (Multi-level) *</b> 2520 Central Avenue North PO Box 9243 Saskatoon, Saskatchewan	150
<b>Edmonton Institution for Women (Multi -level)</b> 11151-178th Street Edmonton, Alberta	180
<b>PACIFIC REGION</b>	
<b>Pacific Institution / Regional Treatment Centre (Multi)</b> 33344 King Road, PO Box 3000 Abbotsford, British Columbia	420
<b>Kent Institution (Max)</b> 4732 Cemetery Road PO Box 1500 Agassiz, British Columbia	290
<b>Matsqui Institution (Med) *</b> 33344 King Road PO Box 2500 Abbotsford, British Columbia	310
<b>Mountain Institution (Med)</b> 4732 Cemetery Road PO Box 1600 Agassiz, British Columbia	300
<b>Mission Institution (Min/Med)</b> 8751 Stave Lake Street PO Box 60 Mission, British Columbia	300
<b>William Head Institution (Min) *</b> 6000 William Head Road Victoria, British Columbia	150
<b>Fraser Valley Institution (Multi)</b> 33344 King Road	90

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**\*Note:** Locations marked by an \* are deemed critical and for which the Contractor must be available to provide meals within a 5 calendar day notice. Due to the unpredictable nature of the requirement, CSC reserves the right to modify the list of critical locations.

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## SECTION 2 - CONTRACTOR'S RESPONSIBILITIES

### 2.1 Availability of Food

The Contractor must inform the DND Project Authority of any food shortages as soon as it is known. If substitutions or modifications to any of the standards described under Appendices 1 to 3 are required, or to the approved menus, the Contractor must seek and receive approval from each Project Authority.

### 2.2 Hygiene and Sanitation

1. The Contractor must have preventative control measures in place to control food safety hazards in accordance with guidance provided by the Canadian Food Inspection Agency (CFIA) such as a Hazard Analysis and Critical Control Point (HACCP) based program. At a minimum, the Contractor's program must include both Good Manufacturing Practices and Process Controls. Furthermore, the Contractor must have a hygiene and sanitation program in place that manages the risk of COVID-19 in the facility. This includes frequent cleaning and sanitization of high touch surfaces, high traffic areas, and food contact surfaces to prevent disease transmission and cross-contamination of food.
2. The Contractor's good manufacturing practices must address food safety hazards and risks in the following areas:
  - a) Maintenance of facility premises and infrastructure;
  - b) Purchasing and receiving procedures;
  - c) Storage methods;
  - d) Packaging and distribution controls;
  - e) Maintenance and proper use of equipment and utensils;
  - f) Personnel, including training, hygiene, and health;
  - g) Sanitation and hygienic procedures;
  - h) Pest control; and
  - i) Procedures to address complaints and recalls.
3. The Contractor must manage potential food hazards during the food production process. These controls must include protocols to manage food time and temperature. Food temperatures must be monitored as per direction provided in the Food Safety Code of Practice for Canada's Foodservice Industry and must be monitored at the following points of production:
  - a) During the thawing process;
  - b) Upon cooking or reheating;
  - c) When food is being held hot or cold after preparation;
  - d) When food is being cooled after preparation; and
  - e) During packaging and prior to distribution.

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4. Methods to prevent cross-contamination must also be built into the Contractor's preventative control plan. Particular protocols need to be included to manage cross-contamination from personnel. Extra precautions must be taken to manage possible cross-contamination between personnel and food or food packaging to reduce the potential spread of COVID-19.

### **2.3 Cleaning Schedules**

1. Due to the risk of the COVID-19 pandemic and to reduce food safety hazards a detailed cleaning schedule must be administered and adhered to. Cleaning schedules must specify: the area or equipment to be cleaned, frequency, cleaning materials or chemicals to be used, safety precautions, and the personnel responsible. A copy of the cleaning schedule must be provided to the Project Authority upon request.
2. In addition to routine cleaning and sanitation schedules the Contractor must ensure that additional attention is given to high touch and food contact surfaces. To further reduce the transmission of COVID-19 these surfaces must be sanitized on a frequent basis and must be identified on the facility cleaning schedule.

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## Appendix 1 to Annex A- Standard Meal Entitlement Pattern

A.1.1 The Contractor must provide a 7-day (minimum) to 14-day (preferable) menu rotation in accordance with the requirements and guidelines listed in Table 1.1 below, more specifically:

- A. **Menu Component Column:** the menu must comply with all the requirements included under this column.
- B. **Options/Portion Size:** the menus must comply with the requirements included under this column. Slight variations in portion sizes are acceptable where “approximately” is indicated. Significant deviation from the portion sizes must be supported by a valid justification and approved by the Project Authority.
- C. **Comments/Criteria Column:** the menu must comply with the requirements included under this column. Nutrient criteria *identified in orange* are guidelines to be met when products are available. DND has a duty to provide nutritious meals to CAF members, therefore slight variations from these criteria and guidelines are acceptable, but significant deviation must be supported by a valid justification and approved by the Project Authority.

A.1.2 The menu must include both a regular protein option (meat/poultry/fish) and a vegetarian protein option (egg/dairy/beans/lentils) for each meal. DND estimates that approximately 15% of the total number of standard meals will be vegetarian. Quantities will be confirmed in each call-up. Vegetarian meals must contain a good source of protein, which can be achieved in a variety of ways including protein sandwich replacements (e.g. egg salad sandwich), salads (e.g. bean salad), and snacks (e.g. nuts, cheese).

A1.3 The Contractor is not required to include Halal, Kosher and Vegan options for DND and Halal and Vegan options for CSC in the menus. However, the Contractor will need to ensure they have these types of meals available upon call-up issuance. Furthermore, sufficient variety of entrées must be provided to ensure no repetition of the entrée at lunch and supper over a 3-day period.



**Table 1.1 Standard Meal Pattern**

<b>Breakfast</b>		
<b>Rotate daily between Option A and Option B below</b>		
<b>Option A - Full Hot Breakfast</b>		
<b>Menu Component</b>	<b>Options/Portion Size</b>	<b>Comments/Criteria</b>
One (1) Juice	1x prepacked commercial single portion not less than 200ml and not greater than 250ml	100% pure juice (no fruit drinks or beverages is accepted)
One (1) Fruit	1x Canned fruit 175 ml; or 1x prepacked commercial single portion; Fresh fruit (individual i.e. apple, banana, orange); or 1x each grapes/berries/sliced fruits (melon) 125 ml.	Canned fruits should be packed in fruits juice or water, and should not be provided more than 30% of the time at breakfast. Preference for fresh, ripe and cut fruits when possible/required. The remainder should be fresh, ripe and cut when possible/required (i.e. melon). Rotate variety so that there is no repetition in the same day or over two (2) days.
One (1) Breakfast Entrée	Equivalent of 2 eggs	Boiled or Scrambled egg, Omelette. Rotate though out the menu.
One (1) Protein, more specifically:  One (1) Breakfast meat for regular meals (85% of meals); and  One (1) vegetarian (15% of meals).  <b>Halal/Kosher/Vegan options must be available.</b>	3x slices bacon; or 2x sausage or 1x sausage round; or 1x Ham approximately 45 g.  Beans, cheese	Bacon, Sausage, Ham. Rotate though out the menu; maximum of three (3) times each.
One (1) Breakfast starch	1x 125 ml or commercial individual serving size (potato patty)	Breakfast potato
One (1) Breakfast Bread product	2x slices bread; or 1x English Muffin; or 1x bagel; or 1x muffin (approximately 100g).	<i>Should provide at least 65% Whole Grain products containing min. 2 grams of fiber.</i>
One (1) Milk	1x Standard prepacked commercial single portion not less than 200ml and not greater than 250ml	2% Milk
Condiments/ Preserves	Individual portions, as required.	Cream and sugar portions. A variety of regular and reduced sugar varieties suitable to the menu provided (jam, peanut butter, ketchup)
<b>Option B – Continental Breakfast</b>		
One (1) Juice	1x prepacked commercial single portion not less than 200ml and not greater than 250ml	100% pure juice (no fruit drinks or beverages)
One (1) Fruit	1x Canned fruit 175 ml; or	Canned fruits should be packed in

	1x prepacked commercial single portion; Fresh fruit (individual i.e. apple, banana, orange); or 1x each grapes/berries/sliced fruits (melon) 125 ml.	fruits juice or water and should not be provided more than 30% of the time at breakfast. Preference for fresh, ripe and cut fruits when possible/required. The remainder should be fresh, ripe and cut when possible/required (i.e. melon). Rotate variety so that there is no repetition in the same day or over two (2) days.
One (1) Individual cereal with One (1) Milk	1x Standard prepacked commercial single portion of cereal; and 1x Standard prepacked commercial single portion or milk not less than 200ml and not greater than 250ml.	<i>In accordance with the following nutritional criteria, if available: Minimum 3 g of fiber, maximum 12 g sugar (may exceed 12 g of sugar if high fiber cereal contains dried fruits).</i>  2% Milk
One (1) Cheese portion	Individually prepacked commercial portion, minimum 40g (can be 2 portions of 20 g ea)	Provide variety of types, if available
One (1) Yogurt	1x Standard prepacked commercial single portion not less than 100g not more than 175 g	<i>In accordance with the following nutritional criteria, if available: &lt; 15 g sugar per 175 g &lt; 3 g saturated fat per 175 g</i>  Rotate between a minimum of three (3) flavors per week, if available.
One (1) Breakfast Bread product	2x slices bread; or 1x English Muffin; or 1x bagel; or 1x muffin (approximately 100g).	<i>Should provide at least 65% Whole Grain products containing min. 2 grams of fiber.</i>
Condiments/ Preserves	Individual portions, as required.	Cream and sugar portions A variety of regular and reduced sugar varieties suitable to the menu provided ( jam, peanut butter, ketchup)

Lunch and Supper		
Menu Component	Options/Portion Size	Comments/Criteria
One (1) Main Entrée, more specifically:  One (1) Main Entrée for regular meals (85% of meals); and  One (1) Main entrée for vegetarian meals (15% of meals).  <b>Halal/Kosher/Vegan options must be available.</b>	Choice of protein dish or pasta with a source of protein.  <b>Boneless meat/poultry</b> approximately 150 g cooked (180 g raw); or <b>Fish fillet</b> Approximately 150 g (raw); or <b>Stews</b> Approximately 300 g (cooked) (250 ml ladle); or <b>Casserole dishes</b>	Rotate variety so that there is no repetition in the same day or over 3 days.  Regular entrée should be a healthy option (i.e. meats, poultry and fish to be baked, grilled or roasted; meats to be lean or extra lean varieties; chicken prepared with skin off, all meat, poultry and fish it be prepared with little or no fat; if sauces are used they should

	<p>Approximately 300 g (cooked) (250 ml ladle); or <b>Pasta</b> w/ sauce (main entrée) Approximately 150 g of pasta, 175 ml of sauce If a pasta options is used, it should contain a good source of protein (i.e. chicken, lean ground beef, lean beef, fish) and pasta is not also to be offered as the vegetarian option.; or <b>Burritos</b> 1 each (approximately 150 g).</p> <p><b>And</b></p> <p>Vegetarian option. Vegetarian option should contain a good source of protein (i.e. egg, dairy, beans, lentils, nuts).</p>	<p>contain minimum fat (i.e. no cream) and served on the side if possible).</p>
One (1) Starch	<p>1x 125 ml. Not required if served as part of main entrée above (i.e. pasta and sauce, Stew with potato, sweet potato, Casserole containing rice, pasta etc.)</p>	<p>Potato, rice, pasta, other grains such as quinoa, barley, couscous, if available.</p> <p><i>One (1) at either lunch or supper should be whole grain with at least 1.5 to 2 g of fibre per serving (i.e. brown rice, quinoa whole wheat pasta) (if available)</i></p> <p>All starch options should be vegetarian.</p>
One (1) Cooked vegetable(s)	1x 200 ml	<p>Should be prepared with little or no fat and salt and prepared from fresh, if available.</p> <p>Rotate variety so that there is no repetition in the same day or over 2 days.</p>
<p>One (1) Vegetable Salad or Raw cut up vegetables</p> <p>If Vegetable salad is unavailable, One (1) Potato or Pasta Salad will be accepted for up to 30% of the time at lunch and supper.</p>	<p>1x Vegetable Salad (250 ml); or 1x Raw vegetables (125 ml, minimum 50 g).</p>	<p>Rotate variety so that there is no repetition in the same day or over 2 days.</p> <p><b>Salad:</b> Salad should be a vegetable-based salad containing at least two (2) different vegetables (i.e. tomato, peppers, celery, grated carrot, corn, etc.)</p> <p>Rice, pasta or potato salad or other grain based salads do not meet the requirement for a</p>

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		<p>vegetable salad (but may be used as a starch option above.)</p> <p><b>Raw vegetables:</b> Cut up carrots, celery, broccoli florets cauliflower florets, peppers etc.</p>
One (1) Bread product	1x Variety of dinner rolls or other suitable options based on other menu components	<i>Should provide at least 65% Whole Grain products containing min. 2 grams of fiber.</i>
<p>Two (2) Desserts</p> <p>Two (2) out of the following three (3) options, one (1) must be a fruit (Option 2).</p>	<p>Option 1: 1x Standard prepacked commercial single Yogurt portion not less than 100g not more than 175 g; or</p> <p>Option 2 (mandatory): 1x Canned fruit 175 ml; or 1x prepacked commercial single portion; or 1x Fresh fruit (individual i.e. apple, banana, orange); or 1x each grapes/berries/sliced fruits (melon) 125 ml.</p> <p>Option 3: 1x Dessert (Ex: Individual pudding pack, Rice Krispy square, banana loaf, snack bar, granola bar, mixed nuts, trail mix, or 2 cookies)</p> <p>Donuts and pastries are not permitted.</p>	<p><b>Yogurt:</b> <i>In accordance with the following nutritional criteria, if available:</i> <i>&lt; 15 g sugar per 175 g</i> <i>&lt; 3 g saturated fat per 175 g</i></p> <p>Rotate between a minimum of three (3) flavors per week, if available.</p> <p><b>Fruit(s):</b> Canned fruits should be packed in fruits juice or water, and should not be provided more than 30% of the time at lunch or 30% of the time at supper. Preference for fresh, ripe and cut fruits when possible/required.</p> <p>The remainder should be fresh, ripe and cut when possible/required (i.e. melon). Rotate variety so that there is no repetition in the same day or over two (2) days.</p> <p>Rotate variety of yogurt, fruit and dessert options so that there is no repetition in the same day or over 2 days.</p>
One (1) Milk	1x Standard prepacked commercial single portion not less than 200ml and not greater than 250ml	2% Milk
Condiments	Individual portions, as required.	<p>Cream and sugar portions</p> <p>A variety of regular and reduced sugar varieties suitable to the menu provided (Salad dressing, peanut butter, ketchup, mustard, mayonnaise etc.)</p>

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## Appendix 2 to Annex A- Flight Meals Standards Entitlement Pattern

A.2.1 The Contractor must provide a 7-day menu rotation in accordance with the requirements and guidelines listed in Table 2.1 below, more specifically:

- A. Basic Meal Components Column:** the menu must comply with all the requirements included under this column.
- B. Range of Portion Size:** the menus must comply with the requirements included under this column. Slight variations in portion sizes are acceptable where “approximately” is indicated. Significant deviation from the portion sizes must be supported by a valid justification and approved by the Project Authority.
- C. Suggested Menu Items:** the menu must comply with the requirements included under this column. DND has a duty to provide nutritious meals to CAF members, therefore slight variations from these criteria and guidelines are acceptable, but significant deviation must be supported by a valid justification and approved by the Project Authority.

A.2.2 The menus must include both a regular protein option (meat/poultry/fish) and a vegetarian protein option (egg/dairy/beans/lentils) for each meal. DND estimates that approximately 15% of the total number of Flight meals will be vegetarian. Quantities will be confirmed in each call-up. Vegetarian meals must contain a good source of protein, which can be achieved in a variety of ways including protein sandwich replacements (e.g. egg salad sandwich), salads (e.g. bean salad), and snacks (e.g. nuts, cheese).

A2.3 The Contractor is not required to include Halal, Kosher and Vegan options for DND in the menus. However, the Contractor will need to ensure they have these types of meals available upon call-up issuance. Furthermore, sufficient variety of entrées should be provided to ensure no repetition of the entrée at lunch and supper over a 3-day period.

**Table 2.1: Flight Meals**

<b>Meal Type</b>	<b>Basic Meal Components</b>	<b>Range Of Portion Size</b>	<b>Suggested Menu Items</b>
a. Continental Breakfast  <b>Halal/Kosher/ Vegan options must be available</b>	(1) One fruit  (2) One beverage  (3) Breakfast meat OR cheese OR eggs  (4) Yogurt  (5) Two baked product  (6) Appropriate condiments	(1) 1 each fresh, or individual portion pack  (2) 200-250 ml  (3) approximately 45 g of cold cuts OR individually packaged cheese no less than 20g OR 2 eggs  (4) 100g to 125g  (5) 2 each  (6) as per individual commercial packaging	(1) Whole fresh fruit, canned individual serving  (2) Fruit juice, vegetable juice or smoothie (individual commercial product)  (3) Any variety of hard cheese, cold cuts, hard boiled eggs (commercially prepared or fresh)  (4) Any variety of yogurt 2% M.F. or less  (5) Rolls, muffins, croissants, Danish pastry  (6) Suitable garnishes and condiments: butter/margarine, any variety of jam, marmalades, honey, peanut butter, sauces, sugar, whitener
b. Full Hot Breakfast  <b>Halal/Kosher/ Vegan options must be available</b>	(1) One fruit  (2) Two beverages  (3) Breakfast entrée/egg dish  (4) Breakfast meat  (5) Breakfast starch  (6) One baked product  (7) Appropriate condiments  <i>A breakfast wrap (Approximately 115g) may be used in place of egg.</i>	(1) 1 each fresh or individual portion pack  (2) 200-250 ml each  (3) 2 eggs OR 2 portions of breakfast entrée  (4) Approximately 45 g ham OR 3 slices bacon OR 2 sausages Plant based protein or extra portion of cheese for vegetarian.  (5) Approximately 90 g  (6) 1 each  (7) as per individual commercial packaging	(1) Whole fresh fruit, canned individual serving  (2) Fruit juice, vegetable juice or smoothie  (3) Omelette or scrambled, or French toast or pancakes  (4) Bacon, or ham, or sausage  (5) Hash browns, or baked beans  (6) Any variety of rolls, muffins, croissants, Danish Pastry  (7) Suitable garnishes and condiments: butter/margarine, any variety of jam, marmalades, honey, peanut butter, sauces, sugar, whitener

	<i>breakfast meat and bread product.</i>		
c. Boxed Lunch/Supper <b>Halal/Kosher/ Vegan options must be available</b>	<p>(1) Main entrée:</p> <p>(a) One sandwich of sliced solid meat, and one sandwich with a mixed filling or 2 vegetarian sandwich choices OR</p> <p>(b) One sandwich plus cold protein choice item OR</p> <p>(c) Cold plate consisting of protein servings and salad items</p> <p>(2) Vegetable salad or assorted raw vegetables</p> <p>(3) Fruit</p> <p>(4) Prepared/baked dessert or supplement</p> <p>(5) Two beverages</p> <p>(6) Appropriate condiments</p>	<p>(1a) 2 sandwiches: 1 of approximately 90 g sliced solid meat, and 1 with approximately 110g mixed filling or 2 vegetarian sandwich options</p> <p>(1b) 1 sandwich with approximately 110 g mixed filling and approximately 90 g solid protein with a roll</p> <p>(1c) Approximately 90 g protein + 200 ml salad</p> <p>(2) Approximately 200 ml</p> <p>(3) 1 each fresh, or individual portion pack</p> <p>(4) Individual portion</p> <p>(5) 200-250 ml each</p> <p>(6) as per individual commercial packaging</p>	<p>(1a) A variety of fresh bread products must be used, cold cuts and mixed filling, ie chicken salad, and for vegetarian: hummus, chickpea mixture, egg salad, falafel, cheese, etc.</p> <p>(1b) Sandwich and (ex.chicken fingers or boiled egg) and buttered roll</p> <p>(1c) Protein choice (meat or vegetarian), macaroni salad, potato salad</p> <p>(2) Tossed salad, celery, carrot sticks, cucumbers, radishes, tomatoes</p> <p>(3) Whole fresh fruit, canned individual serving</p> <p>(4) Cookies, pie, cake, puddings, granola bar, nuts, trail mix, cheese/peanut butter and cracker packs</p> <p>(5) Fruit juice, vegetable juice, or smoothie</p> <p>(6) Suitable garnishes, condiments, salad dressings</p>



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d. Frozen Entrée (Hot Dinner Blast Chilled or Commercially Prepared)  <b>Halal/Kosher/ Vegan options must be available</b>	(1) Main dish  (2) Side Vegetable  (3) Fruit   (4) One baked dessert (5) Bread, rolls or crackers (6) Two beverages (7) Appropriate condiments	(1) Approximately 150g -180g protein (meat or vegetarian), 1 serving vegetables approximately (100-200g) and 1 serving of starch approximately (100g – 125g); or approximately 230-300g pasta/casserole dish. (2) 200 g (3) 1 each fresh, or individual portion pack  (4) Individual portion (5) 1 each (6) 200-250 ml each (7) as per individual commercial packaging	(1) Protein: Boneless meat/fish/poultry, tofu, beans, meatless soy product, lentils Vegetables: any variety of cooked vegetables excluding gas forming types Starch: potato, rice, quinoa, couscous or pasta Pasta/Casserole dish: must contain protein, vegetable and starch servings (2) Cooked or raw vegetables or green salad (3) Whole fresh fruit, canned individual serving (4) Any variety of cookies, muffins, croissants, Danish pastry, cake (5) Any variety of rolls, bread, melba toast (6) Fruit juice, vegetable juice, or smoothie (7) Suitable garnishes and condiments, salad dressing, tartar sauce for fish, butter
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### Appendix 3 to Annex A– Individual Box/Cold Meal Entitlement Pattern

A.3.1 The Contractor must provide a 5-day (minimum) to 7-day (preferable) menu rotation in accordance with the requirements and guidelines provided in Table 3.1, more specifically:

- A. Menu Component Column:** the menu must comply with all the requirements included under this column.
- B. Options/Portion Size:** the menus must comply with the requirements included under this column. Slight variations in portion sizes are acceptable where “approximately” is indicated. Significant deviation from the portion sizes must be supported by a valid justification and approved by the Project Authority.
- C. Comments/Criteria Column:** the menu must comply with the requirements included under this column. Nutrient criteria *identified in orange* are guidelines to be met when products are available. DND has a duty to provide nutritious meals to CAF members, therefore slight variations from these criteria and guidelines are acceptable, but significant deviation must be supported by a valid justification and approved by the Project Authority.

A.3.2 The menu must include both a regular protein option (meat/poultry/fish) and a vegetarian protein option (egg/dairy/beans/lentils) for each meal. DND estimates that approximately 15% of the total number of Flight meals will be vegetarian. Quantities will be confirmed in each call-up. Vegetarian meals must contain a good source of protein, which can be achieved in a variety of ways including protein sandwich replacements (e.g. egg salad sandwich), salads (e.g. bean salad), and snacks (e.g. nuts, cheese).

A.3.3 The Contractor is not required to include Halal, Kosher and Vegan options for DND and Halal and Vegan options for CSC in the menus. However, the Contractor will need to ensure they have these types of meals available upon call-up issuance. Furthermore, sufficient variety of entrées should be provided to ensure no repetition of the entrée at lunch and supper over a 3-day period.

A.3.4 A sample menu is provided in Table 3.2 and is provided only as a guideline.

**Table 3.1: Individual Box/Cold Meals**

<b>Breakfast</b>		
<b>Menu Component</b>	<b>Options/Portion Size</b>	<b>Comment/ Criteria</b>
One (1) Fruit	1x Canned fruit 175 ml; or 1x prepacked commercial single portion Fresh fruit (individual i.e. apple, banana, orange); or 1x each grapes/berries/sliced fruits (melon) 125 ml	Canned fruits should be packed in fruits juice or water, and should not be provided more than 30% of the time at breakfast. Preference for fresh, ripe and cut fruits when possible/required. Rotate variety so that there is no repetition in the same day or over 2 days.
One (1) Juice	1x prepacked commercial single portion not less than 200 ml and not greater than 250ml	100 % pure juice (no fruit drinks or fruit beverages)
One (1) Individual cereal with One (1) Milk	1x Standard prepacked commercial single portion of cereal; and 1x Standard prepacked commercial single portion or milk not less than 200ml and not greater than 250ml.	<i>In accordance with the following nutritional criteria, if available:</i> <i>minimum 3 g of fiber, maximum 12 g sugar (may exceed 12 g of sugar if high fiber cereal contains dried fruits)</i>  Rotate variety so that there is no repetition in the same day or over 3 days.  2% Milk
One (1) Breakfast Entrée	2x Eggs	Boiled
One (1) Protein, more specifically:  One (1) Breakfast meat for regular meals (85% of meals); and  One (1) vegetarian (15% of meals).  <b>Halal/Kosher/Vegan options must be available.</b>	Back Bacon, Turkey- Deli-meat, turkey breast, oven roasted, sliced (approximately 45 g)  Plant based protein or extra portion of cheese or beans.	<i>In accordance with the following nutritional criteria, if available:</i> <i>Sodium ≤ 400 mg</i> <i>Saturated Fat ≤ 3 g</i> <i>Fat ≤ 6 g</i>

One (1) Cheese or One (1) Yogurt	1x Standard prepacked commercial single portion of cheese, not less than 20 g; or  1x Standard prepacked commercial single portion of yogurt not less than 100g not more than 175 g	<b>Cheese:</b> Provide variety of types, if available  <b>Yogurt:</b> <i>In accordance with the following nutritional criteria, if available:</i> <i>&lt; 15 g sugar per 175 g</i> <i>&lt; 3 g saturated fat per 175 g</i>  Rotate between a minimum of three (3) flavors per week, if available.
One (1) Breakfast Bread Product	2x slices bread; or 1x English Muffin; or 1x 55 g tortillas/pita; or 1x bagel, or 1x muffin (approximately 100g).	<i>At least 65% of box breakfasts should contain an option that has a min 2.0g fiber per slice of bread/English muffin/ bagel/ tortillas/muffin</i>
Condiments	Individual portions, as required.	<i>At least one low calorie/reduced fat/sugar condiment</i>
<b>Note: a breakfast wrap may be used in place of egg, breakfast meat and bread product). Criteria:</b> Vegetarian: 30 ml Hummus, 20 g (2 rings, chopped red pepper), 50 g, (100ml sliced) cucumber and 30 g (1/4 wedge chopped) tomato in 16.5 cm 64 g Whole Wheat Pita.		
Lunch and Supper		
Menu Component	Options/Portion Size	Comment/ Criteria
Two (2) Sandwiches, more specifically:		Meat must be Federally inspected source and CFIA approved Rotate variety so that there is no repetition in the same day or over 2 days.
Two (2) Sandwiches per regular meal (85%); and	1x Sandwich with sliced solid meat (approximately 90 g meat); AND 1x Sandwich with a mixed filling (approximately 110 grams filling).	<i>In accordance with the following nutritional criteria, if available:</i> <i>At least one sandwich should be:</i> <i>made with bread products that are whole grain ≥2.5 g fiber and should contain:</i>  <i>Total sodium content of the sandwich should aim for 690 mg and is not to exceed 1365mg including meat, cheese, bread, spread or other condiments or toppings*</i>

Two (2) Sandwiches per vegetarian meal (15%).	2x Vegetarian Sandwich with at least 10g protein each.	<b>≥10 g Protein.</b>
<b>Halal/Kosher/Vegan options must be available.</b>		
Assorted raw vegetables	1x 125 ml (min 50g)	Cut up carrots, celery, broccoli florets cauliflower florets, peppers etc. Rotate variety so that there is no repetition in the same day or over 2 days.
One (1) Vegetable Salad. If unavailable, One (1) Potato or Pasta Salad will be accepted for up to 30% of the time at lunch and supper.	250 ml (min 140 g) Vegetable Salad with appropriate dressing; or 125 ml (min 95 g) potato or pasta salad; and 1x 125 ml Assorted raw vegetables (min 50g)	Vegetable base salad i.e., bean salad, Greek salad, marinated vegetables. Include low fat options for dressing.
One (1) Fruit	1x Canned fruit 175 ml; or 1x prepacked commercial single portion Fresh fruit (individual i.e. apple, banana, orange); or 1x each grapes/berries/sliced fruits (melon) 125 ml	Canned fruits should be packed in fruits juice or water and should not be provided more than 30% of the time at lunch and 30% of the time at supper. Preference for fresh, ripe and cut fruits when possible/required. Rotate variety so that there is no repetition in the same day or over 2 days.
One (1) Dessert	1x Desert (Ex: Individual pudding pack, Rice Krispy square, banana loaf, snack bar, granola bar, mixed nuts, trail mix, or 2 cookies.) Donuts and pastries are not permitted.	<i>In accordance with the following nutritional criteria, if available:</i> <b>≤15 gm sugar and ≤3 gm fat</b>  Rotate variety so that there is no repetition in the same day or over 2 days
One (1) Juice	1x Standard pre-packed commercial single portion not less than 200ml and not greater than 250ml pre-packed	100 % pure juice (no fruit drinks or fruit beverages)
One (1) Milk	1x Standard pre-packed commercial single portion not less than 200ml and not greater than 250ml	2% Milk  Milk may be substituted with another juice of a different variety if milk is not available or suitable for the environment.

**Table 3.2 Sample 7-day Individual Box/Cold Lunch Menu**

Each Individual Cold Box Lunch is to include one Regular Sandwich and one Mixed Sandwich Selection.							
Component	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
<b>1x Sandwich with sliced solid meat</b>	Black Forest Ham and Cheese Sandwich	Smoked Meat	Chicken Club Wrap	Roast Beef on a Bun	Deli Sub	Smoked Chicken Wrap	Sliced Turkey Sandwich
	60 g Ham	90 g smoked meat	80 g Chicken Breast 10 g bacon	90 g Sliced Roast Beef	30 g Ham, 30 g Roast Beef, 30 g Turkey	60 g Turkey	90 g Sliced Turkey
	30 g Sliced Swiss Cheese (not processed)		Diced red pepper			30 g Cheddar cheese	
	Appropriate condiment	Appropriate condiment	Appropriate condiment	Appropriate condiment	Appropriate condiment	Appropriate condiment	Appropriate condiment
<b>1x Sandwich with a mixed filling</b>	2 Slices 12 Grain Bread, min fibre 2.0 g	Rye bread	Tortilla Wrap	Kaiser Bun (approx. 60g)	6" Sub Bun	Tortilla Wrap	2 slices 12 Grain Bread
	Tuna Salad Wrap	Turkey Salad Sandwich	Salmon Salad Sandwich	Egg Salad Sandwich	Chicken Salad Sandwich	Crab Salad Sandwich	Egg Salad Sandwich
	110g Tuna Salad made with White tuna packed in water	110 g Turkey Salad	110g Salmon salad	110 g Egg Salad	110 g chopped Chicken Salad White and Dark	110 g Crab Salad	110 g Egg Salad

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	Tortilla	2 Slices Whole Wheat Bread with min 2.5 g fiber	2 slices Whole Grain Bread, min 2.5 g fiber per slice	2 slices Whole Wheat Grain ( min 2.5 g Fiber per slice)	meat	2 slices Whole Grain Bread min 2.5 g Fiber per slice	2 slices Whole Grain Bread min 2.5 g fiber per slice	2 slices Whole Wheat Bread ( min 2.5 g Fiber per slice)	
<b>2x Vegetarian Sandwiches (min 10 g protein per sandwich)</b>	Veggie and Hummus Sandwich: 125 gm Hummus, Red Pepper, Cucumber and Tomato on a 2 slices Whole Wheat Bread	Whole Grain Bagel with Cream Cheese	Chickpea Salad on a Kaiser Bun (30 g chickpeas mashed, red onion, 28 gm feta cheese and parsley mixed together, Spread on Kaizer bun and layer sliced tomato and cucumber)	Egg Salad Sandwich as per regular selection	Veggie Sub with 125 g Hummus, Sliced cucumber, Green Pepper on 6 " Whole Grain Bun	Tofu Wrap 60 g marinated cubed tofu, roasted vegetables, on a whole wheat tortilla			

	2 oz. (55 g) Goat Cheese, Mushroom and Roasted Pepper on Kaiser Roll	Vegetarian Tofu Curry Wrap: 60 gm diced marinated tofu, 2 tbsp. (25 g) chickpea mashed, Diced Tomato, pepper, red onion, curry mayo and spinach on Whole Wheat Tortilla	Black Bean Burrito : 65 ml Black beans, 28 gm shredded Monterey Jack Cheese, Diced Red Pepper, Tortilla wrap (salsa side)	Vegetarian Greek wrap: Baby Spinach, red or green pepper, cherry tomato and red onion, 28 g ( 1oz) Feta cheese, 40 gm (35 ml) Hummus, 15 ml Tzatziki spread, Tortilla	Taco Salad Wrap ( 1 oz(28 g) canned black beans or kidney beans, 1/2 tomato diced, 1 oz shredded cheddar cheese, Cumin and chilli powder to taste, mash all ingredients together and spread on Whole Wheat Tortilla wrap and wrap.)
Assorted raw Vegetables	125 ml Cherry Tomatoes	125 ml ( 50 g) Cucumber Spears	125 ml(50 g) Carrot Sticks	125 ml ( assorted pepper strips	100 g Celery and Carrot Sticks
One (1) Vegetable Salad. If unavailable, One (1) Potato or Pasta Salad will be accepted for up to 30% of the meals. If pasta or potato salad is provided a	Spinach Salad- to include Baby Spinach/tom ato/ cucumber/ peppers plus dressing	Marinated Vegetable salad (250 ml)	Greek Salad ( Tomato, cucumber, red onion, black olives, feta cheese, Greek dressing)(250 ml)	Bean Salad (green beans, waxed beans, kidney beans or chickpeas, celery, onion, dressing) (250 ml)	125 ml Potato Salad (2 portions of celery provided as pasta salad is not a Vegetable Salad)

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second portion of Raw vegetables can be provided.									
One (1) Fruit	Orange (cut up) 133 count	Fruit Cup	Mandarin Fruit cup	Apple	Fruit Cup	Pear or grapes	Apple		
One (1) Dessert	Granola or Cereal Bar	Rice Krispie Square	Oatmeal Cookie	Cereal Bar	Pudding Pack	Trail Mix with dried Fruit	Cookie		
One (1) Juice	100% juice Pack	100% juice Pack	100% juice Pack	100% juice Pack	100% juice Pack	100% juice Pack	100% juice Pack		
One (1) Milk	2% milk	2% milk	2% milk	2% milk	2% milk	2% milk	2% milk		
Cutlery & Napkins	KFS & Napkin	KFS & Napkin	KFS & Napkin	KFS & Napkin	KFS & Napkin	KFS & Napkin	KFS & Napkin		



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**Appendix 4 to Annex A– Meal Forecast Requirement**

**Location** \_\_\_\_\_

**Meal Forecast for** \_\_\_\_\_ **to** \_\_\_\_\_

**Delivery date** \_\_\_\_\_

**Standard Individual Meal Requirements**

Bulk or Individual Packaging:

Microwavable and/or Ovenable Containers: Specify how many and for which meals

Type of meals	Breakfast	Lunch	Supper
Regular			
Vegetarian			
Halal			
Kosher			
Vegan			

**Flight Meals Requirements**

Type of meals	Breakfast	Lunch	Supper
Regular			
Vegetarian			
Halal			
Kosher			
Vegan			

**Individual Box/Cold Meal Requirements**

Type of meals	Breakfast	Lunch	Supper
Regular			
Vegetarian			
Halal			
Kosher			
Vegan			

**Special Instructions:**

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**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Project Authority (Signature)**

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Appendix 5 to Annex A – Meal Satisfaction Checklist

NAME \_\_\_\_\_ RANK \_\_\_\_\_ POS \_\_\_\_\_  
UNIT \_\_\_\_\_ DATE \_\_\_\_\_  
NUMBER OF MEALS REQUESTED \_\_\_\_\_ NUMBER OF MEALS PROVIDED \_\_\_\_\_  
TIME MEAL REQUESTED \_\_\_\_\_ TEAM MEAL PROVIDED \_\_\_\_\_

BREAKFAST _____		LUNCH _____	SUPPER _____
ITEM		POOR	FAIR
1. MAIN DISH			GOOD
2. SIDE DISH			
3. SALAD			
4. DESSERT			
5. BEVERAGE			
6. OVERALL ATTENDEE IMPRESSION			

OTHER COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE

UNIT AUTHORITY SIGNATURE

CONTRACTOR PRINT NAME

UNIT AUTHORITY PRINT NAME

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### **Appendix 6 to Annex A – Menus**

To be completed after Standing Offer issuance.

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

*Will be provided as an electronic attachment based on the Offeror's Offer.*

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## **ANNEX C- INSURANCE REQUIREMENTS**

### **1. Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a Standing Offer as a result of the Request for Standing Offer, can be insured in accordance with the Insurance Requirements. If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

### **2. Insurance – Specific Requirements**

The Offeror must comply with the insurance requirements specified in this Annex. 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 Offeror 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 Offeror 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.

### **3. Commercial General Liability Insurance**

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.

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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- 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. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. 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

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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.

#### **4. Automobile Liability Insurance**

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. 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

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#### ANNEX D- STANDING OFFER REPORTING FORMAT

<b>TO:</b>  Kristine Jackson Standing Offer Authority Public Services and Procurement Canada 140 O'Connor Street Ottawa, ON K1A 0R5 Canada Telephone: 343-542-6608 E-mail: <a href="mailto:Kristine.Jackson@tpsgc-pwgsc.gc.ca">Kristine.Jackson@tpsgc-pwgsc.gc.ca</a>	<b>FROM:</b>     Telephone: E-mail:									
<b>STANDING OFFER No.:</b> _____										
<b>REPORTING PERIOD (select applicable quarter for this usage report):</b>										
<table border="1"><tr><td><input type="checkbox"/></td><td>first report: Award of Standing Offer to October 30</td></tr><tr><td><input type="checkbox"/></td><td>second report: November 1 to January 30</td></tr><tr><td><input type="checkbox"/></td><td>third report: February 1 to April 31</td></tr></table>					<input type="checkbox"/>	first report: Award of Standing Offer to October 30	<input type="checkbox"/>	second report: November 1 to January 30	<input type="checkbox"/>	third report: February 1 to April 31
<input type="checkbox"/>	first report: Award of Standing Offer to October 30									
<input type="checkbox"/>	second report: November 1 to January 30									
<input type="checkbox"/>	third report: February 1 to April 31									
Line # (Add lines as required)	Call-up #	Date	Short Description of Services provided + Site location*	Call-Up value (Before Applicable Taxes)						
1				\$						
2				\$						
3				\$						
4				\$						
5				\$						
6				\$						
7				\$						
8				\$						
9				\$						
10				\$						
(A) Total Dollar Value Call-ups for this reporting period:				\$ (Before Applicable Taxes)						
(B) Total from previous reporting:				\$ (Before Applicable Taxes)						
= Total Expended to date:				\$ (Before Applicable Taxes)						

1. OFFERORS/CONTRACTORS ARE REQUIRED TO INCLUDE COPY OF CALL-UPS AND RELATED INVOICES WITH THEIR QUARTERLY USAGE REPORT. REFER TO SECTION 7.3.2 OF PART 7A FOR DETAIL OF MINIMUM REPORTING REQUIREMENTS.
2. 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.

Submitted by:

(Name and title of the person authorized to sign on behalf of the Offeror/Contractor)



Solicitation No. - N° de l'invitation  
W8484-219775  
Client Ref. No. - N° de réf. du client  
W3659-190005

Amd. No. - N° de la modif.  
File No. - N° du dossier  
W3659-190005

Buyer ID - Id de l'acheteur  
PD039  
CCC No./N° CCC - FMS No./N° VME

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## **ATTACHMENT 1 TO PART 4 – MANDATORY EVALUATION CRITERIA**

*(Provided as an electronic attachment)*

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## **ATTACHMENT 2 TO PART 4 – PRICING SCHEDULES**

*(Provided as an electronic attachment)*