



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet Cold Boxed Lunches	
Solicitation No. - N° de l'invitation W0103-214163/A	Date 2020-07-21
Client Reference No. - N° de référence du client W0103-214163	GETS Ref. No. - N° de réf. de SEAG PW-\$VIC-261-8019
File No. - N° de dossier VIC-9-42235 (261)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-08-17	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Mountford, Elsie-May	Buyer Id - Id de l'acheteur vic261
Telephone No. - N° de téléphone (236)355-4560 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- 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:

 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

 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 Requirement, the Basis of Payment, the Insurance Requirements, the Standing Offer Reporting Format, the Electronic Payment Instruments, and any other annexes.

1.2 Summary

1.2.1

The Department of National Defence (DND) has a requirement for individual, cold-boxed meals for the Aircrew of 443 (Maritime Helicopter) Squadron, in accordance with the requirement detailed herein.

The estimated quantity required is 75-105 boxed meals per week (15-21 per day).

Meals will be picked up by DND. Pick-up location must be within a maximum driving distance of 10 km of the 443 Squadron, located at 1593 Kittyhawk Rd, North Saanich, BC V8L 5V6.

The period of the RISO is from the date of issuance of the Standing Offer to March 31, 2021, with the option to extend for two (2) additional periods of one (1) year under the same conditions.

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1.2.2

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

1.3 Security Requirements

There is no security requirement applicable to the Standing Offer.

1.4 Debriefings

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

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

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

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 \(2020-05-28\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

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

PWGSC Pacific Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RPRceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

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

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It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

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Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offers

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

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

2.5 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

Offers transmitted by facsimile or hardcopy will not be accepted.

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex E Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex A

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

SACC Manual Clause [M0031T](#) (2007-05-25), Mandatory Technical Criteria Only

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue

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whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" 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 Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Vancouver Island Health Authority (VIHA) - Food Facility & Inspection Certification

The Offeror's facility must maintain a Low (green) or Moderate (Orange) Hazard Rating (https://www.healthspace.ca/Clients/VIHA/VIHA_Website.nsf/Food-Other-HazardRatingDesc) from VIHA throughout the entire duration of the Standing Offer.

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The VIHA inspection must be for the same location as stated in the business license and by the Offeror for mandatory technical evaluation criterion M1 in Annex A.

The Offeror must provide, within three (3) calendar days following a request from the Standing Offer Authority, a copy of the most recent VIHA inspection report evidencing compliance with the above requirement. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Proof of municipal, provincial, and/or federal regulation compliance

The Offeror must hold the appropriate Food Handler Certification(s) and a valid permit issued by the Regional Health Authority throughout the entire duration of the Standing Offer.

The Offeror must provide, within three (3) calendar days following a request from the Standing offer Authority, a copy evidencing compliance with the above requirement(s). Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.3 Workers Compensation Certification- Letter of Good Standing

The Offeror must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Offeror must provide, within three (3) calendar days following a request from the Standing Offer Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Offeror's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Insurance Requirements

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

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

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

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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".

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) (2020-05-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D entitled 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 on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

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

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is **date of issuance to 31March2021**

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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 periods of one (1) year as defined below 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.

Option Year 2: From _____ to _____ inclusive

Option Year 3: 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 thirty (30) 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 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Elsie Mountford
Intern Officer
Public Works and Government Services Canada
Acquisitions Branch, Pacific Region
401-1230 Government Street, Victoria, B.C. V8W 3X4
Telephone: (236) 464-3238
E-mail address: elsie-may.mountford@pwgsc-tpsgc.gc.ca

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

In the event that you are unable to contact the above noted Authority, please contact:
PAC.VICCA@pwgsc-tpsgc.gc.ca.

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative

(As specified in the Offeror's Offer)

Contact for:	Name(s)	Telephone	E-mail
Call-ups:			
Invoices:			

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Usage Reports			
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7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

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

Specified at time of issuance of the Standing Offer.

7.8 Call-up Procedures

The Identified User will provide the Contractor with the details of the services to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables.

The Offeror/Contractor must provide the Identified User the proposed total estimated cost for performing the requested services and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Offeror/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.

7.9 Call-up Instrument

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

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;

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- 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.

7.10 Limitation of Call-ups

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

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28), General Conditions – Services (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____ (insert date of offer).

7.12 Certifications and Additional Information

7.12.1 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.

7.12.2 SACC Manual Clauses

SACC Manual clause A0285C (2007-05-25), Workers Compensation

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.14 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010C \(2020-05-28\)](#), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section [13](#), Interest on Overdue Accounts, of [2010C \(2020-05-28\)](#), General Conditions – Medium Complexity – Services will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure as specified in the authorized call-up. Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Expenditure - Individual Call-up

1. Canada's total liability to the Contractor under the Contract/Call-up must not exceed the limitation of expenditure specified in the authorized call-up. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the

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Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.5.3 Single Payment

H1000C (2008-05-12), Single payment

7.5.4 Electronic Payment of Invoices – Call-up

As specified by the Offeror in its Offer at Annex E.

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

7.6 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/Call-up;

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;
- b. A copy must be forwarded by electronic mail to the Contracting Authority.

7.7 Insurance – Specific Requirements

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

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

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

7.8 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.

7.9 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

7.10 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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ANNEX "A"

REQUIREMENT AND MANDATORY EVALUATION CRITERIA

Individual Cold Boxed Meals	
The Department of National Defence has a requirement for a Regional Individual Standing Offer, to provide individual, cold-boxed meals for the Aircrew of 443 (Maritime Helicopter) Squadron, on an as and when requested basis.	
1.	To provide quality, individual, cold-boxed meals in the quantities requested at time of call-up, and in accordance with: A. The approved nine-day, rotating weekday cycle menu; B. Table 1: Cold Boxed Meals; C. Table 2: Portion Size Standard; D. Municipal, provincial and federal Food Service Standards.
1.1	The estimated quantity required is 75-105 cold-boxed meals per week (15-21 per day). Exact daily requirements will be provided at time of call-up submission, with at least 48 hours in advance of pick-up.
1.2	Cold-boxed meals must be based on a nine-day, rotating weekday menu cycle, with no fewer than three different sandwich meat/filling varieties based on regular, cyclical intervals, and including a variety of breads.
1.3	Cold-boxed meals must be ready for pick-up no later than 8 a.m. on weekdays, by 443 (Maritime Helicopter) Squadron's driver, at the contractor's location. The Contractor's pick-up facility must be located within a 10 km radius of 443 (Maritime Helicopter) Squadron, North Saanich, British Columbia.
1.4	For flight safety reasons, the Aircraft Commander must be provided with a different boxed meal. As such, every item contained in the Aircraft Commander's boxed meal must be different from the items in the regular cold-boxed meals for the same day, and should be packaged by a different employee whenever possible. The Aircraft Commander's meal must be clearly labelled.
1.5	Each cold-boxed meal must be time and date stamped when completely assembled and stamped, in English and French, with "Consumption must be within four hours unless refrigerated" and " Doit être consommé dans les quatre heures, sauf si réfrigéré."
1.6	Meals must be held under refrigeration until pick-up. Holding times and temperatures shall be in accordance with the Food Safety Code of Practice for Canada's Foodservice Industry (up to four hours at 4°C (40°F) or lower).

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1.7	The Contractor may be required to respond to special dietary needs to accommodate religious beliefs, medical conditions, and vegetarianism when requested by the call-up Authority.
1.8	<p>The Contractor is responsible for providing all packaging materials related to the provision and service of these meals, including:</p> <p>A. Lunch box which is similar in size and composition to Canadian Forces Box Lunch box – 9.6” long, 7.25” wide, 3.6” high; paperboard material with flap closure, as approved by DND;</p> <p>B. Packaging that protects against intentional or unintentional contamination and deterioration.</p> <p>C. Packaging material (food grade) that is fit for in a foodservice facility; and</p> <p>D. Disposable non-metallic cutlery (fork, knife and spoon) and a napkin.</p> <p>The Contractor should use biodegradable, recycled or compostable packaging, whenever possible.</p>

Table 1 of Annex A, COLD BOXED MEALS

Cold - Boxed Meals
Each boxed meal must contain:
<p>Two (2) sandwiches - Both with sliced solid meat or Two (2) sandwiches - One (1) with sliced solid meat (vegetarian if requested) - One (1) with a mixed filling (vegetarian if requested)</p> <p>Note - a variety of fresh bread products are to be used, e.g. one sandwich whole wheat, one sandwich white bread.</p>
Side salad or assorted raw vegetables
Condiments appropriate for sandwiches, salad, and hot beverages
Fresh or canned fruit (with easy open/pull-tab)
One (1) prepared or baked dessert (individually wrapped)
<p>Two (2) beverages – One (1) of the two (2) beverages should be milk. However, in situations where milk may not be appropriate for issue in a boxed meal (hot weather conditions, diner preference, etc.) either 2 x 250 ml juice/cold beverages or 1 x 400-500 ml container of juice/cold beverage may be provided. This requirement will be clearly stated on the call-up document.</p>
One pocket supplement (for example: granola bar, nuts, or cheese and cracker pack)

Table 2 of Annex A, COLD BOXED MEALS

Portion Size Standard	
Submarine (15 cm long)	1 each (90 g sliced meat or 110 g mixed filling)
Sandwich	1 each - Sandwich filling - salad 110 g - Sandwich filling - sliced meat 90 g
Vegetables	90 g (125 ml spoon)

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Salad Items	6" bowl or 8" plate
Canned fruit	175 ml
Fresh fruit (individual)	1 each
Fresh grapes/berries/sliced fruits	125 ml or 90 g
Pudding	125 ml
Jello	125 ml
Fruit yogurt	175 ml
Cake	1 piece (5 cm x 5 cm x 7 cm)
Pie	1 piece (1/8 of a 22 cm diameter pie)
Squares	1 piece (5 cm x 5 cm x 2.5 cm)
Cookies	(7.5 cm diam.) 2 each
Cookies	(12.5 cm diam.) 1 each
Doughnuts / Sweet Buns	1 each
Bread	1 slice or equivalent
Dinner Roll	1 each or equivalent
Beverages	
Juice	250 ml
Milk (2%, 1%, skim, choc, non-dairy)	250 ml
Fruit Drinks	250 ml
Hot Beverages	250 ml

MANDATORY EVALUATION CRITERIA

A Bid must comply with the requirements of the bid solicitation and meet all mandatory technical criteria to be declared responsive.

Mandatory Criteria	Met/Did not Meet	Cross-Reference to Proposal
<p>M1. Bidder's location is within 10 km of 443 (Maritime Helicopter) Squadron located at 1593 Kittyhawk Rd, North Saanich, BC V8L 5V6.</p> <p>Offeror to specify pick-up location: _____.</p> <p>Distance will be verified using the following link:</p> <p>https://www.google.ca/maps/dir/1593+Kittyhawk+Rd,+North+Saanich,+BC+V8L+5V6//@48.6460372,-123.4365146,17z/data=!3m1!4b1!4m9!4m8!1m5!1m1!1s0x548f686701fda169:0x13e9556ff090076b!2m2!1d-123.4343259!2d48.6460337!1m0!3e0</p>		
<p>M2. Bidder provided an acceptable nine-day cycle menu, which provides variety, portion size, and complies with Annex A Statement of Work, and Table 1 and Table 2.</p>		

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M3. Bidder provided a plan on how they would deal with Special Dietary Requests in compliance with Section 1.6 of the Statement of Work.		
M4. Bidder provided a description of how the meals will be packaged which complies with section 1.7 of the Statement of Work.		

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ANNEX B - BASIS OF PAYMENT

1. Bidders/Offerors must submit their financial offer using the financial evaluation table in Annex B.
2. Bidders/Offerors must submit firm all-inclusive prices and rates in Canadian Dollars, excluding applicable Taxes. Pricing must be provided for Standing Offer Year 1, Option Year 2 and Option Year 3.

Description	Standing Offer Year 1		
Provide individual cold boxed meals as per agreed menus. The average is estimated at 75-105 meals per week (15-21 meals per day).			
	Estimated Meals	Price Per Boxed Meal	Extended Price
Regular boxed meals	4145	\$	\$
Special dietary meals (diabetic, gluten-free, etc.)	100	\$	\$
Standing Offer Year 1 Total			\$

Description	Option Year 2		
Provide individual cold boxed meals as per agreed menus. The average is estimated at 75-105 meals per week (15-21 meals per day).			
	Estimated Meals	Price Per Boxed Meal	Extended Price
Regular boxed meals	4245	\$	\$
Special dietary meals (diabetic, gluten-free, etc.)	100	\$	\$
Option Year 2 Total			\$

Description	Option Year 3		
Provide individual cold boxed meals as per agreed menus. The average is estimated at 75-105 meals per week (15-21 meals per day).			
	Estimated Meals	Price Per Boxed Meal	Extended Price
Regular boxed meals	4345	\$	\$
Special dietary meals (diabetic, gluten-free, etc.)	100	\$	\$
Option Year 3 Total			\$

TOTAL EVALUATED BID PRICE = STANDING OFFER YEAR 1 TOTAL + OPTION YEAR 2 TOTAL + OPTION YEAR 3 TOTAL

ANNEX C

INSURANCE REQUIREMENTS

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

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ANNEX D

STANDING OFFER REPORTING

TO: Elsie Mountford
Standing Offer Authority
Public Services and Procurement Canada
401 - 1230 Government Street
Victoria, BC V8W 3X4
Canada
Telephone: 236-464-3238
Email: elsie-may.mountford@pwgsc-tpsgc.gc.ca

FROM: _____

Telephone: ____-____-____
Email _____

Date: _____

STANDING OFFER No. _____			
REPORTING PERIOD: From _____ to _____ (Year ____ Quarter ____)			
Call up #	Date	Short Description of Services provided + Site location*	Total Amount Invoiced for the Reporting Period (Before Applicable Taxes)
			\$
			\$
			\$
			\$
			\$
			\$
			\$
			\$
(A) Total Dollar Value Call-ups for this reporting period:			\$
+ (B) Total from previous reporting periods:			\$
= Total Expended to date			\$

Number of individual call-ups processed for this reporting period	
--	--

***Please include copy of call-ups and related invoices with your report.
Refer to section 7.3.2 of Part 7A for detail of minimum reporting requirements**

Name and title of person authorized to sign on behalf of Offeror/Contractor (type or print)

Solicitation No. - N° de l'invitation
W0103-214163/A
Client Ref. No. - N° de réf. du client
W0103-214163

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-9-42235

Buyer ID - Id de l'acheteur
VIC260
CCC No./N° CCC - FMS No./N° VME

ANNEX E
ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);