



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA  
Ontario

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

Regional Master Standing Offer (RMSO)

Offre à commandes maître régionale (OCMR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Fruits and Vegetables RMSO - ONT	
<b>Solicitation No. - N° de l'invitation</b> E6TOR-21RM02/A	<b>Date</b> 2021-09-15
<b>Client Reference No. - N° de référence du client</b> E6TOR-21RM02	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-950-8467
<b>File No. - N° de dossier</b> KIN-1-56104 (950)	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-10-05</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fraser, Alexa	<b>Buyer Id - Id de l'acheteur</b> kin950
<b>Telephone No. - N° de téléphone</b> (873)355-4392 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<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 Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Buyer ID - Id de l'acheteur  
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## **Definitions**

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

### **“Authorized User”**

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

### **“Federal Identified User”**

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

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

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

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## **PART 1 - GENERAL INFORMATION**

### **Principal – Agent Relationship**

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

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

### **Offer**

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

### **Exclusionary Clause**

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

## 1.1 Introduction

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            6A, Standing Offer, and 6B, Resulting Contract Clauses:
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the General Conditions 2009 – Authorized Users, the General Conditions: Standing Offers – Goods or Services, Annex E - Authorized Users, the Basis of Payment, the Electronic Payment Instruments and any other annexes

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

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

## 1.2 Summary

Public Works and Government Services Canada (PWGSC), on behalf of Federal Government Departments, has a requirement for geographically zone based Regional Master Standing Offers (RMSO) for the supply and delivery of *Fruits and Vegetables* on an as and when requested basis. Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- Province of Ontario

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

- 1.2.1 The *Ontario* Region has been divided into 6 zones: Southern Ontario (1), Central Ontario (2), North Western Ontario (3), North Eastern Ontario (4), National Capital Region (5), and Eastern Ontario (6);
- 1.2.2 The Offeror can submit pricing on as many or as few line items as they wish for each zone they are providing an offer. Offers will be evaluated on the highest amount of line items offered and then on a line item basis.
- 1.2.3 The Request for Standing Offer may result in the issuance of up to three (3) Standing Offers per zone.
- 1.2.4 The Standing Offer holders will be given the opportunity to rebid their pricing on a monthly basis as outlined in Annex B.
- 1.2.5 The period of the Standing Offer(s) is from November 01 2021 to October 31 2021.
- 1.2.6 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.
- 1.2.7 This RFSO has a preference for Offerors who demonstrate meeting the Environmental Commitments described in Annex “F”. Offerors who submit the required proof demonstrating they meet these environmental commitments would receive a Preferential Margin in the financial evaluation of this solicitation.
- 1.2.8 Sustainable packaging, as per definitions in Annex A, is encouraged for this procurement.
- 1.2.9 This RFSO includes a Social Procurement Supplier Self-Identification Form in Annex “G” to gather voluntary supplier information within the Food and Beverage Industry. The information will inform us regarding the diversity profile of the suppliers who bid on our food and beverage procurements and will help shape future Social Procurement strategy.

### **1.3 Debriefings**

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

### **1.4 Offer**

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

### **1.5 Disclosure of information – Optional Users**

The following definitions apply to this provision only:

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

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

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

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

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

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

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

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.13 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.

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

Delete: 60 days

Insert: 90 days

### **2.2 Submission of Offers**

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

#### **PWGSC Ontario 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.orreceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessomissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

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

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 Enquiries - Request for Standing Offers**

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

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

## 2.4 Applicable Laws

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

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

## 2.5 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**

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

Section I: Financial Offer  
Section II: Certifications

**Offers transmitted by facsimile or hardcopy will not be accepted.**

#### **Section I: Financial Offer**

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

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

##### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

**Section II: Certifications** Offerors must submit the certifications and additional information required under Part 5.

Offerors are encouraged to submit the voluntary questionnaire in Annex G Social Procurement Supplier Self-Identification Form.

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

- i. The Offerors must submit with their offers, their proposed pricing information in accordance with Annex B – Basis of Payment, in Canadian Funds excluding applicable taxes. Pricing must be provided for any line item for each zone the Offerors are submitting their respective offers. Failure to submit a line item's pricing information according to criteria of columns O, P, Q and R of Annex B – Basis of Payment will result in the line item being disqualified and fail the mandatory financial criteria for the particular line item. For instance, for column Q, the item measurement unit must be picked from the drop-down menu. If that item measurement unit is altered then that line item will be disqualified for not having met the mandatory financial criteria.
- ii. The Offeror must provide a maximum mark-up percentage for Special Orders for each zone they are offering to supply. If the mark-up percentage is left blank in the offer, an amount of 0% will be assumed and used in any resulting Standing Offer.
- iii. Up to three (3) Standing Offers will be issued for each zone.
- iv. Offers will be evaluated based on prices detailed in Annex B – Basis of Payment.
- v. Offers for each zone will be evaluated separately.

##### **4.1.2 The Financial Evaluation will take place as follows:**

Line items will be evaluated based on the Firm Unit of Measure (UoM) Price, which is calculated using the "Numbers of Units per case", "Weight or Volume per Unit", "Item Measurement Unit", and "Price Per Unit of Supply".

##### **In the event that three (3) or fewer offers are received:**

- a. All items will be evaluated separately on a line item basis. The Offeror offering the lowest UoM Price will be issued the line item.
- b. If multiple Offerors submit the same UoM Price for an item, PWGSC will issue the line item to the Offeror who offers the greatest number of lowest priced line items.

##### **In the event that more than three (3) offers are received:**

- a. (i) In order to determine the top three Offerors, PWGSC will use the lowest priced items as per the UoM Price; and

(ii) In the event that the same UoM Price is received from multiple Offerors for one line item, PWGSC will issue this line item to the Offerors with the greatest number of lowest priced items.

b. **Step 1:** All offers will be evaluated on a line item basis.

The three offers with the greatest number of lowest UoM Price line items will proceed to Step 2 of the evaluation. The remaining offers will receive no further evaluation.

**Step 2:** Of the three offers identified from Step 1, each line item will be evaluated again based on the UoM Price and the line item will be issued to the Offeror who offers the lowest UoM Price for the line item.

**Example 1: Evaluation process when more than three (3) offers are received**

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

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

c. As shown in Example 2 below, if the top two (2) Offerors have been determined and another two (2) or more Offerors have the same number of lowest UoM Price line items (i.e., resulting in a tie for issuance of a third Standing Offer), PWGSC will issue the third Standing Offer to the Offeror who has the highest total estimated usages of the line items where they have the lowest UoM Price.

**Example 2: Evaluation process when 2 offers tie for having the same numbers of lowest UoM Price line items**

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

**Note:** In example 2, Offeror A and Offeror D both have 12 items where they are offering the lowest UoM Price after Step 1 of the evaluation process. It was then determined that Offeror D has the lowest UoM Price on items with the highest total estimated usages. The 12 items where Offeror A has the lowest UoM Price were then included in Step 2 evaluation, where all line items are issued to one of the top 3 Offerors (Offer B, C and D) who offer the lowest UoM Price for each of those 12 line items.

#### 4.1.3 Preferential Margin for social and green products

*For evaluation purposes only:*

Please refer to Annex F – Environmental Commitments for the lists of Environmental Commitment descriptions and the acceptable supporting documents required in order to demonstrate compliance for each Commitment.

When possible, we recommend that Offerors propose green products or social products certified by a third party for an ecological or social attribute. For every Environment Commitment demonstrated by the Offeror, a Preferential Margin of 1% will be applied to the Offeror's "Price per Unit of Supply" for every line item in every zone offered by the Offeror in accordance with Annex F. Up to a maximum of 5% Preferential Margin could be applied to "Price per Unit of Supply" for each individual Line Item in each zone offered by the Offeror.

##### Example of application of preferential margin:

###### Example 1:

- Offeror A submits pricing information in accordance with Annex B for 'Apples' for each zone.
- Offeror A's 'Price per Unit of Supply' for 'Apples' before Preferential Margin is \$10.00.
- Offeror A also submits in their offer, the acceptable supporting documents requested in Annex F – Environmental Commitments.
- After evaluation of the Offeror's response to Annex F, Canada determines that the Offeror has submitted the correct and acceptable supporting documents to demonstrate their compliance to 3 out of 5 Environment Commitments.
- Therefore, a Preferential Margin of 3% will apply to the Offeror A's 'Price per Unit of Supply' for 'Apples' for each zone they offer to supply.
- Offeror A's final Unit of Measure Price for 'Apples' is  $\$10.00 \times (100-3) \% = \$9.70$ .

**NOTE: UPON THE ISSUANCE OF STANDING OFFERS, THE PRICE PER UNIT OF SUPPLY FOR EACH LINE ITEM WILL REMAIN UNCHANGED FROM THE OFFER. THE PREFERENTIAL MARGIN WILL BE APPLIED ONLY FOR EVALUATION PURPOSE.**

###### Example 2:

- Offeror B submits pricing information in accordance with Annex B for 'Apples' for each zone.
- Offeror B's 'Price per Unit of Supply' for 'Apples' before Preferential Margin is \$9.80.
- Offeror B does not submit a response to Annex F – Environmental Commitments
- Therefore, the Preferential Margin will NOT apply to the 'Price per Unit of Supply' for any line item offered by Offeror B.
- Offeror B's final Unit of Measure Price for 'Apples' is \$9.80.

#### 4.1.4 Monthly Rebid

- a. Offerors who submit an offer in response to a solicitation posted on [www.buyandsell.gc.ca](http://www.buyandsell.gc.ca) but are not issued a Standing Offer will be considered as qualified suppliers who may participate in the rebid period(s) identified in Annex B-1 – Rebid;
- b. It is the Offerors' and qualified suppliers' responsibility to submit their revised pricing to the Standing Offer Authority by the due date(s) identified in Annex B-1 – Rebid.

#### 4.1.5 Evaluation of Price

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

#### **4.2 Basis of Selection**

An offer must comply with the requirements of the RFSO to be declared responsive.

If three (3) or fewer offers are received, the responsive offer with the greatest numbers of successful lowest UoM price line items, on a line item basis, will be recommended for issuance of a Standing Offer.

If more than three (3) offers are received, the three (3) responsive offers with the greatest numbers of successful lowest UoM price line items, on a line item basis, will be recommended for issuance of Standing Offers.

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

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

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



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

#### **5.2.3.1 Board of Directors Certification**

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "E" Additional Certification Information 1. Board of Directors.

#### **5.2.3.2 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "E" Additional Certification Information 2. Procurement Business Number (PBN).

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

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **Definitions and Interpretation**

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

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

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

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## **Key Terms**

### **Definitions**

In this Standing Offer, unless the context otherwise requires,

#### **“Authorized User”**

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

#### **“Federal Identified User”**

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

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

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

#### **“General Information”**

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

### **Principal – Agent Relationship**

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

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

### **Exclusionary Clause**

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

## **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

## **6.2 Security Requirements**

### **6.2.1 No Security Requirement Applicable**

There is no security requirement applicable to the Standing Offer.

## **6.3 Standard Clauses and Conditions**

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

### **6.3.1 General Conditions**

2009 (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:

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

Section 11 – Integrity Provisions

### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods 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 entitled Standing Offer Usage Reporting Form. 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 15 calendar days after the end of the reporting period.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 01 November 2021 to 31 October 2022.

### **6.4.2 Extension of Standing Offer**

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

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

### **6.4.3 Delivery Points**

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

### **6.5 Authorities**

#### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Alexa Fraser  
Title: A/Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Ontario Region

Telephone: 1-873-355-4392  
E-mail address: [Alexa.Fraser@pwgsc-tpsgc.gc.ca](mailto:Alexa.Fraser@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.

#### **Contracting Authorities**

If a call-up is issued by:

#### **Federal Identified User:**

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

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

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

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

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

## 6.6 Authorized Users

### Federal Identified Users

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

### Provincial/Territorial Identified Users

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

(to be inserted)

### Disclosure of information – Optional Users

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

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

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

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

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

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

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

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

## **6.7 Call-up Procedures**

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

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

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

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

### **6.7.1 Exception to Call-up Procedures**

If a Standing Offer Holder is unable to provide line items awarded to them, and withdraws them from the Standing Offer, the next Standing Offer Holder with the second lowest price will be approached, and upon agreement, will be awarded the withdrawn line items. This process will continue until the requirement can be fulfilled by an Offeror. All line items will not be re-evaluated until the re-bid date.

## **6.8 Call-up Instrument**

### **6.8.1 Federal Identified User**

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

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;

- statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation of the Federal Identified User's authority to enter in to a Contract; and
- acceptance of the terms and conditions of the Standing Offer.
- confirmation that funds are available under section 32 of the Financial Administration Act
- allows for collection of the data identified at Annex "B" – Standing Offer Reporting, Article B1, Collection of Data

### **6.8.2 Provincial/Territorial Identified User**

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

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

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

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

### **6.9 Limitation of Call-ups**

#### **Federal Identified User**

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

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

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

### **6.10 Priority of Documents**

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



- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions [2009](#) (2018-07-16), Standing Offers - Goods or Services – Authorized Users;
- d) the General Conditions [2015A](#) (2020-05-28), General Conditions – Goods – Authorized Users (Medium Complexity);
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) Annex C, Usage Reporting Form;
- g) Annex D, Supplier Quality Assurance, Notification of Rejection/Discrepancy;
- h) Annex E, Authorized Users;
- i) the Offeror's offer dated \_\_\_\_\_.

## **6.11 Certifications and Additional Information**

### **6.11.1 Compliance**

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

### **6.12 Applicable Laws**

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

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

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

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

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

#### **Definitions and Interpretation**

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

Other Interpretive Provisions. In the Contract unless otherwise indicated:

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

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

#### **6.2.1 General Conditions**

[2015A](#) (2020-05-28), General Conditions – Goods – Authorized Users (Medium Complexity) apply to and form part of the Contract.

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

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Section 27 – Contingency Fees

Section 29 – Integrity Provisions – Contract

Section 31 – Code of Conduct for Procurement contract

Section 16 Interest on Overdue Accounts, of [2015A](#) (2020-05-28) General Conditions – Goods – Authorized Users (Medium Complexity) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive (*fill in start end date of the period*).

#### **6.3.2 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

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

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

#### **6.4.2 Limitation of Price**

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

#### **6.4.3 Single Payment**

*SACC Manual* clause H1000C (2008-05-12) Single Payment

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

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

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

## 6.5 Invoicing Instructions

- 6.5.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 6.5.2 Invoices must be distributed as follows:
- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

## 6.6 Insurance

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

## 6.7 SACC Manual Clauses

[A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
[D3007C](#) (2007-11-30) Inspection and Stamping  
[D0014C](#) (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
[D0018C](#) (2007-11-30) Delivery and Unloading  
[D3004C](#) (2007-11-30) Type of Transport  
[A9068C](#) (2010-01-11) Government Site Regulations

## 6.8 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 Requirement 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.

## 6.9 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](#)".

## ANNEX "A"

### REQUIREMENT

#### 1. Requirement

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

#### 2. Food Quality Specifications

All goods supplied must be in accordance with the Food Quality Specifications located at Publications.gc.ca

FQS # & Description	SQA et Description	Catalogue # English	Numéro de catalogue
FQS-10 Fresh Fruit	SQA-10 Fruits frais	D2-531/10-2018E-PDF	D2-531/10-2018F-PDF
FQS-11 Fresh Vegetables	SQA-11 - Légumes frais	D2-531/11-2018E-PDF	D2-531/11-2018F-PDF

#### 3. Standards

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

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

#### 4. Delivery

##### 4.1 Delivery Zones

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

Zone 1 (Southern Ontario) – postal codes starting with M, N, L0N, L4T, L4V, L4W, L4X, L4Y, L4Z, L5,  
Zone 2 (Central Ontario) – postal codes starting with L0M, P2A, P0C, P0B, P0E, P1P, P1L, P1H  
Zone 3 (North Western Ontario) – postal codes starting with P0H, P1A, P0R, P05, P0M, P0N, P2N, P0K, P0J, P3, P5  
Zone 4 (North Eastern Ontario) – postal codes starting with K8A, K8B, K8H, K7V  
Zone 5 (National Capital Region) – postal codes starting with K1, K2, K4, K7A, K7C, K7G, K7H, K7S  
Zone 6 (Eastern Ontario) – postal codes starting with K7K, K7L, K7M, K7N, K7P, K7R, K8N, K8P, K8R, K8V, K0K

##### 4.2 Delivery Locations

4.2.1 Delivery is required throughout the entire zone(s) the Contractor holds a Standing Offer(s);

4.2.2 The locations identified in Appendix 1 to Annex A are anticipated delivery points, however other locations may be required;

4.2.3 Deliveries must be made directly to the location detailed in the Call-up

#### **4.3 Period of Delivery**

4.3.1 Deliveries must be made in accordance with the time and date indicated on the call-up document;

- i. If a Ready Duty Ship as identified on the call-up requires delivery it takes precedence over all other delivery requirements and the delivery time window must be met at the specific time outlined;

4.3.2 Delivery must be made within seventy-two (72) hours from receipt of a Call-Up document;

4.3.3 Emergency deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost;

4.3.4 The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery;

4.3.5 Deliveries for Miscellaneous Items must be made within 7 calendar days. This time frame has been established as a general timeframe for all non-stocked items. Government departments must contact their suppliers in advance in order to determine if the lead time of 7 days can be met. If not, the Contractor must contact the client department to identify the most realistic time frame and provide a reason for the delay.

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

4.4.1 All goods must be delivered in vehicles which are clean, free of odours and free of any signs of rodent or insect activities;

4.4.2 The vehicle(s) utilized for the transportation must be considered as an extension of the company premises and as such the environment it presents must not put at risk the integrity of the food products.

#### **4.5 Delivery Slips**

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

#### **4.6 Back Orders**

4.6.1 Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer;

4.6.2 Items must not be short shipped when the entire quantity ordered is not available. All items ordered must be processed on a fill or kill basis.

#### **4.7 Discontinued Product**

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

#### **4.8 Substitutions**

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

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

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

#### **4.10 Rejections**

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

#### **4.11 Packaging**

- 4.11.1 The Contractor is responsible for all costs for the supply, pickup, removal, disposal and recycling of empty pallets and shipping containers;
- 4.11.2 Items must be packaged to prevent cross-contamination. Like items by category are encouraged to be placed together and different categories must be separated. For example, raw meat must not be packaged together with fresh mushrooms if the Contractor holds more than one Standing Offer and is delivering different categories at the same time;
- 4.11.3 The Contractor must use every effort to utilize environmentally preferable packaging. The Government of Canada strives to ensure that the goods and services it procures advance the protection of the environment by integrating sustainable packaging specifications. All packaging material related to this procurement, to the best extent, should be reusable, recyclable or compostable in accordance with the definitions set forth below. Excluded material can also be found.
- 4.11.4 Sustainable packaging specifications

All packaging material related to this procurement should be reusable, recyclable or compostable in accordance with the following definitions:

- **Packaging**

Product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: ISO 21067-1:2016, Clause 2.1.1)

- **Reusable**

Designed to be used multiple times for the same purpose with minimal, if any, processing.

A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: CAN/CSA-ISO 14021, Clause 7.12.1.1)

- **Recyclable**

Capable of being diverted from the waste stream through available processes and programs and can be collected, processed and returned to use in the form of raw materials or products. (Source CAN/CSA-ISO 14021, Clause 7.7.1)

- **Recyclable packaging**

Packaging or a packaging component is recyclable if its successful post-consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the EMF New Plastics Economy Global Commitment)

- **Compostable**

A characteristic of a product, packaging or associated component that allows it to biodegrade, generating a relatively homogeneous and stable humus-like substance. (Source: CAN/CSA-ISO 14021, Clause 7.2.1)

NOTE: for packaging to be considered compostable it must be certified against the current standards (i.e., CAN/BNQ 0017-08 or ASTM D6400); it should also be proven that the certified packaging can be composted in practice and at scale, meaning that there is an existing (collection, sorting and recycling) system in place that actually composts the packaging and that covers significant and relevant geographical areas as measured by population size.

- **Excluded material**

Often times packaging tape does not comply with the sustainable packaging specifications as reusable, recyclable or compostable material. As a result, packaging tape is considered to be excluded from the sustainable packaging specifications until more market readiness studies become available to determine otherwise.

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

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

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



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

## **5. Call-Ups**

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

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

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

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

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

## **6. Product Recall**

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

## **7. Miscellaneous Items**

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

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

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

## **8. Greening**

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

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

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

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

8.5 Contractors facilities should use LED lighting.

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**9. Price List Updates**

- 9.1 The pricing provided by the Contractor in Annex B is firm for the entire period of the Standing Offer, unless otherwise specified;
- 9.2 The Contractor can provide new pricing in accordance with the pricing rebid frequency and terms and conditions provided in Annex B-1.

## APPENDIX 1 to ANNEX A

### LOCATIONS

#### 1. Zones

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

#### Zone 1 – Southern Ontario

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

#### Zone 2 – Central Ontario

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

#### Zone 3 – North Western Ontario

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

**Zone 4 – North Eastern Ontario**

Department	Location Name	Location Address	Delivery Information and Special Instructions
Department of National Defence	CFB Petawawa - Normandy Court Kitchen	132 Nicklin Parade Square, Building G-104. Garrison Petawawa, ON K8H 2X3	
	CFB Petawawa - 2nd Regiment, Royal Canadian Horse Artillery – Food SVCS Section	132 Simmonds Parade Square, Garrison Petawawa, ON, K8H 2X3	
	CFB Petawawa - 1st Battalion, The Royal Canadian Regiment- Food SVCS Section	377 Menin Road, Bldg, Y-101 Garrison Petawawa, ON, K8H 2X3	
	CFB Petawawa - 1 Canadian Field Hospital – Food SVCS Section	147 Flanders Row, Bldg. BB104, Garrison Petawawa, ON, K8H 2X3	
	CFB Petawawa - 3rd Battalion, The Royal Canadian Regiment – Food SVCS Section	284 Montgomery Road, Bldg. S-118, Garrison Petawawa, ON, K8H 2X3	
	CFB Petawawa - CANSOFCOM 2 – Food SVCS Section	175 River Road, Bldg. CC-125, Garrison Petawawa, ON, K8H 2X3	
	CFB Petawawa - 2 Combat Engineer Regiment – Food SVCS Section	2 Sapper Way, Bldg. BB-129, Garrison Petawawa, ON K8H 2X3	
	CFB Petawawa - 2 Canadian Mechanized Brigade Group Headquarters and Signal Squadron – Food SVCS Section	246 Centurion Road, Bldg. H-119 Garrison Petawawa, ON, K8H 2X3	
	CFB Petawawa -	144 Amiens Road, Bldg. B-104	RCD Cook Section

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	The Royal Canadian Dragoons – Food SVCS Section	Garrison Petawawa, ON K8H 2X3	
	CFB Petawawa - 2 Service Battalion – Food SVCS Section	123 Peacekeepers Way, Bldg. L54, Garrison Petawawa, ON, K8H 2X3	Back Door
	CFB Petawawa - 2 Field Ambulance – Food SVCS Section	80 Montgomery Road, Bldg. BB-130, Garrison Petawawa, ON, K8H 2X3	
	CFB Petawawa - 427 Special Operation Aviation Squadron – Food SVCS Section	735 Passchendale Rd, Bldg. CC-127 Garrison Petawawa, ON K8H 2X3	
	CFB Petawawa - Canadian Special Operations Training Centre (CSOTC)	175 River Rd. Bldg. CC-125 Garrison Petawawa, ON	
	CFB Petawawa - 450 Tactical Helicopter Squadron - Food SVCS Section	450 Mattawa Plains, Bldg. CC128, Garrison Petawawa, ON K8H 2X3	

#### Zone 5 – National Capital Region

Department	Location Name	Location Address	Delivery Information and Special Instructions
Department of National Defence	CFB Ottawa - Connaught Range Kitchen	4 Snider Rd, Nepean ON, K2K 2W6	
	412 (T) SQN	200 Comet Pvt Ottawa, ON K1V 9B2	
	33 SVC BN Ottawa Field	2100 Walkley Road, Back Door Kit/Supply, Ottawa On, K1A 0K2	
		3153 Dwyer Hill Road Ashton, ON K0A 1B0	

#### Zone 6 – Eastern Ontario

Department	Location Name	Location Address	Delivery Information and Special Instructions
	Warkworth Institution	County Road 29, Off Highway 30 Warkworth, ON K0L 1L0	
	Millhaven Institution &	Highway #33	

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Correctional Service Canada	Bath Institution	Millhaven, ON K0H 1G0	
	Collins Bay Institution	1455 Bath Road Kingston, ON K7L 4V9	
	Joyceville Institution	Highway #15 Joyceville, ON K7L 4X9	
Department of National Defence	CFB Trenton - 8 Wing Food Services	75 Yukon St, Astra, ON, K0K 3W0	
	CFB Trenton - 8 Wing Officers' Mess	182 Yukon St, Astra, ON, K0K 3W0	
	CFB Trenton	30 East North Star Dr, Astra, ON, K0K 3W0	
	CFB Trenton - 437 Squadron	Hanger 10 52 North Star Drive Astra, ON K0K 3W0	
	CFB Kingston - Routledge Hall	9 Parade Rd, Bldg B31 Kingston, ON K7K 7B4	
	CFB Kingston - Royal Military College Cadet Dining Hall	22 Amiens Ave., Yeo Hall Kingston, ON K7K 7B4	
	CFB Kingston - Vimy Officers Mess	1 Princess Royal Avenue, Bldg VC-1 Kingston, ON K7K 2Z2	
	CFB Kingston - Fort Frontenac Officer's Mess	Fort Frontenac Officer's Mess LaSalle Block, Bldg FF3 317 Ontario St Kingston, ON K7K 7B4	
	CFB Kingston - Warrant Officers' and Sergeants' Mess	18 Craftsman Boulevard, Bldg. MB- 52 Kingston, ON, K7K 7B4	
	CFB Kingston - Canadian Forces Joint Signal Regiment	20 Red Patch Ave, Clement Bldg ME-30, Bay 2 Kingston, ON K7K 5B4	
	CFB Kingston - Jr Ranks Mess Kitchen	2 Sadie Road, Junior Rank Kitchen, Kingston, ON, K7K 7B4	
	HCMS Catarauqui	24 Navy Drive, Kingston ON, K7K 7B4	

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## ANNEX "B"

### BASIS OF PAYMENT

#### Annex B is comprised of 2 parts:

1. Note to the Offerors
2. See attached Excel spreadsheet for the list of items.

#### Note to the Offerors:

1. Estimated usages are not available for all line items in the excel document at this time. Line items that don't have historic usage data uses '1' in the estimated usages column. Pricing for these line items can be provided by offerors, but there is no guarantee that these items will be ordered.
2. Estimated Usages are based on typical client department volumes in each zone. Due to COVID-19 measures taken at client department locations, food service may be reduced and may impact ordering volume and frequency.
3. Special Order Product(s) are products that are not listed in the excel part of Annex B. Offerors are requested to fill out Special Order Products that are requested using call-ups against a Standing Offer will be charged in accordance with the Offeror's cost, plus the Offeror's maximum percentage mark-up for each of the six (6) zones, as follows:

Zone 1: \_\_\_\_%, Zone 2: \_\_\_\_%, Zone 3: \_\_\_\_%, Zone 4 : \_\_\_\_%, Zone 5: \_\_\_\_%, Zone 6: \_\_\_\_%

**Please Note: The estimated usages provided in the attached Excel part of the Annex B are for "to be inserted based on usage being provided" month period.**

4. Instructions on how to complete the attached excel spreadsheets:
  - Column M: Offeror can insert their Product Code.
  - Column N: Offeror can insert proposed Brand.
  - Column O: Offeror must insert Number of Units per Case.
  - Column P: Offeror must insert Weight or Volume per Unit.
  - Column Q: Offeror must select Item Measurement Unit from the drop down menu for their item description from column O and P. For example if the Unit of Measure (UOM) is in 'grams', offeror have a choice from: milligrams, grams, kilograms, ounces, pounds and tons.
  - Column R: Offeror must provide their pricing as per Vendor Item Description.
  - Column S: Offeror can provide any comments they have for that particular line item.

Please note: Offerors must complete columns O, P, Q and R even if their proposed line item's case description is the same as the Case Description provided in Column H. Failure to complete any of these columns will result in disqualification of that particular line item. It is the Offeror's sole responsibility to ensure all required information for their proposed line items are provided by bid closing. Canada will not be liable if any information is missing or not provided for these line items by bid closing.

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**ANNEX "B – 1"**

**REBID**

1. The qualified offeror is given the opportunity on a monthly basis to rebid their unit prices for any of the line items identified in Annex B, Base of Payment;
2. All price rebids are due no later than the 20<sup>th</sup> day of the preceding month.
3. The Offeror must forward via email, electronic pricing in the format provided in their standing offer Annex B to the Standing Offer Authority;
4. Electronic pricing files should be properly named and identify the vendor name and the applicable dates pricing applies. Example: Vendor Name Produce Prices DD-MM-YY to DD-MM-YY;
5. Prices must be provided in 2 decimal place format (example: \$2.99 per kilogram);
6. Prices must include delivery to the zone;
7. The Offeror is solely responsible for the delivery of the rebid. If a revised price list is not received by the Standing Offer Authority as per the rebid schedule, the current prices will be used;
8. Prices will be reviewed by Public Works and Government Services Canada (PWGSC). The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC;
9. Pricing from each Standing Offer holder will be re-evaluated based on their submitted rebid prices. Each line item will be evaluated separately and the lowest Firm UoM price for each line item will be awarded accordingly. New unit prices will be issued by the Standing Offer Authority to the Standing Offer holder(s) to reflect the resulting changes.



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**ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS**

**ELECTRONIC PAYMENT INSTRUMENTS**

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

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only);
- ( ) Large Value Transfer System (LVTS) (Over \$25M)

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**ANNEX "C"**

**USAGE REPORTING FORM**

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

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

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

**PREPARED BY:**

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

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

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**ANNEX "D"**

**SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY**

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

**Department/Unit (with complaint)**

**Date of Discrepancy**

**Supplier/Company Name**

**Standing Offer #**

**Supplier Product Code**

**Unitrak or FSIMS Code**

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

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

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

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

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

**4. DATE SUBMITTED**

**5. CONTACT NAME**

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**ANNEX "E"**

**AUTHORIZED USERS**

The following entities are authorized to use the standing offer:

1. The Province of Ontario

**ANNEX “ F ”**

**ENVIRONMENTAL COMMITMENTS**

***Note to Bidders: The submission of response to Environmental Commitments is optional, and the Preferential Margin will only be applied when the supporting information submitted for the Environmental Commitment is deemed acceptable by Canada. Wherever “equivalent” is stated in the Environmental Commitment or in the Indicators for Assessments below, Canada reserves the sole discretion to accept or reject the Offeror’s proposed equivalent. The Offerors are required to provide all supporting information by the bid closing date to prove their compliance to the respective Environmental Commitment. Failure to provide the correct or acceptable supporting information for the Environment Commitment will result in the Preferential Margin not being applied to the Offeror’s financial evaluation.***

Please refer to Section 4.1.1.3 Preferential Margin for social and green products in PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION for details on the application of Preferential Margin.

No.	Environmental Commitment	Indicators for Assessment
1	<p><b><i>Food or Food Waste</i></b></p> <p>(1) The Offeror has partnered with local, provincial, or national food bank organizations or shelters to send close to expiry food items or if produce and vegetable items are expired, items are composted in order to reduce food waste and their carbon footprint.</p>	<p>1% preferential margin will be applied to the Offeror’s “Price per Unit of Supply” if the Offeror’s response includes the supporting information required for (1):</p> <p>For (1), acceptable documents are:</p> <ul style="list-style-type: none"> <li>• a copy of documentation confirming participation in: i) <u>Food Bank Canada’s National Food Sharing System</u> or ii) a provincial/local equivalent or iii) related organization such as <u>Second Harvest</u>, or</li> <li>• a <b>copy of the</b> registration and approval documentation in the <u>Recycled Food Products</u> program, or</li> <li>• a copy of the Compost Council of Canada <u>National Compost Operator Certification</u>, or</li> <li>• a copy of private or municipal organic/compost waste services agreement or manifest or statement.</li> </ul>
2	<p><b><i>Environmental Management</i></b></p> <p>(2) The Offeror has ISO 14001 certification (or an equivalent certified environmental management system).</p>	<p>1% preferential margin will be applied to the Offeror’s “Price per Unit of Supply” if the Offeror’s response includes the supporting information required for (2):</p> <p>For (2), acceptable documents are:</p> <ul style="list-style-type: none"> <li>• a copy of the ISO 14000 certification, or</li> <li>• a copy of the certification from <u>other certification body</u> equivalent to ISO.</li> </ul>

<p>3</p>	<p><b>GHG reduction in Operations</b></p> <p>(3a) The Offeror has produced an inventory of its greenhouse gas (GHG) emissions for its last fiscal year in accordance with ISO 14064-1. The inventory has been verified by a certification party in accordance with ISO 14064-3 and ISO 14065.</p> <p><b>OR</b></p> <p>(3b)The Offeror has completed a fuel and/or energy efficiency study to identify building, fleet and distribution fuel/energy savings and created benchmarks to meet reductions (for example, using more energy efficient refrigeration units in buildings and transport.)</p>	<p>1% preferential margin will be applied to the Offeror's "Price per Unit of Supply" if the Offeror's response includes the supporting information required for (3a) or for (3b):</p> <p>For (3a), acceptable documents are:</p> <ul style="list-style-type: none"> <li>• <b>i) a copy of the latest greenhouse gas (GHG) emission supplier's inventory <u>and ii) a copy of the report verification by the certification party, <u>and iii) a copy of the Offeror's waste reduction work plan or <u>Greenhouse gas calculator for waste management.</u></u></u></b></li> </ul> <p><b>OR</b></p> <p>For (3b), acceptable documents are:</p> <ul style="list-style-type: none"> <li>• a copy of <u>ENERGY STAR certification</u>, <b>or</b></li> <li>• the confirmation of enrollment in <u>ENERGY STAR Portfolio Manager</u>, <b>or</b></li> <li>• a copy of the Offeror's energy-management information system audit, implementation plan or any other results using an energy-tracking tool such as the <u>Energy Use Calculator</u>, <b>or</b></li> <li>• a copy of the confirmation of reporting to any provincial Energy and/or Water Reporting/Benchmarking initiative (for example, <u>Ontario's</u>), etc.</li> </ul>
<p>4</p>	<p><b>Waste Management</b></p> <p>(4) The Offeror has put in place at least two concrete measures or programs to reduce the environmental impact of waste generated by its operations in Canada during the past two years from the closing date.</p> <p>For instance, the Offeror recycles glass, plastic and paper products which are accepted by local municipalities.</p>	<p>1% preferential margin will be applied to the Offeror's "Price per Unit of Supply" if the Offeror's response includes <b>at least one</b> of the supporting information required for (4):</p> <ul style="list-style-type: none"> <li>• A copy of the supplier's waste reduction work plan, <b>or</b></li> <li>• a copy of the supplier's <u>Greenhouse gas calculator for waste management</u>, <b>or</b></li> <li>• Confirmation of participation in a <u>recycling program by category and region</u> (e.g. a receipt, bill, statement, etc.).</li> </ul>
<p>5</p>	<p><b>GHG reduction in Transportation</b></p> <p>(5a) The Offeror utilizes a vehicle tracking management system that can optimize its delivery routes in real-time and monitor vehicle performance in order to save fuel and reduce emissions.</p> <p><b>OR</b></p> <p>(5b) The Offeror utilizes zero-emission vehicles (such as: battery electric vehicle</p>	<p>1% preferential margin will be applied to the Offeror's "Price per Unit of Supply" if the Offeror's response includes the supporting information required for (5a) or for (5b):</p> <p>For (5a), acceptable documents are:</p> <ul style="list-style-type: none"> <li>• a copy of the certification for <u>the electronic logging device</u> by an accredited certification body, <b>or</b></li> <li>• confirmation of completion of any of the <u>SmartDriver training</u> <b>or</b></li> </ul>

	<p>(BEV), hybrid electric vehicles (HEV), plug-in hybrid electric (PHEV), hydrogen fuel cell electric vehicles (FCEV) or employs a subcontractor using zero-emission vehicle(s) in their fleet.</p>	<ul style="list-style-type: none"><li>• proof of participation in the <u>Green Freight Assessment Program</u>.</li></ul> <p><b>OR</b></p> <p>For (5b), acceptable documents are:</p> <ul style="list-style-type: none"><li>• confirming documentation of ownership of an <u>zero-emission vehicle</u>; <b>or</b></li><li>• Proof of employing a subcontractor who uses zero-emission vehicle(s) in their fleet.</li></ul>
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## References

Canadian Food Inspection Agency, *Canadian Organic Standards*: <https://www.inspection.gc.ca/organic-products/standards/eng/1300368619837/1300368673172>

Canadian Food Inspection Agency, *Organic Claims on Food Labels*: <https://www.inspection.gc.ca/food-label-requirements/labelling/industry/organic-claims-on-food-labels/eng/1389725994094/1389726052482>

Canadian Food Inspection Agency, *Organic products sold intraprovincially*: <https://www.inspection.gc.ca/food-label-requirements/labelling/industry/organic-claims-on-food-labels/eng/1389725994094/1389726052482?chap=7>

Canadian Inspection Food Agency, *Recycled Food Products*: <https://www.inspection.gc.ca/animal-health/livestock-feeds/regulatory-guidance/rq-1/chapter-3/eng/1329319549692/1329439126197?chap=19>

Compost Council of Canada, *National Compost Operator Certification Program*: <http://www.compost.org/ncocp/>

Environment and Climate Change Canada – *Greenhouse gas calculator for waste management*: <https://www.canada.ca/en/environment-climate-change/services/managing-reducing-waste/municipal-solid/greenhouse-gases/calculator.html>

Environment and Climate Change Canada – *Inventory of recycling programs in Canada*: <https://www.canada.ca/en/environment-climate-change/services/managing-reducing-waste/overview-extended-producer-responsibility/inventory-recycling-programs.html>

Food Banks Canada – *National Food Sharing System*: <https://www.foodbankscanada.ca/Our-Work/Food-Sharing/National-Food-Sharing-System.aspx>

Industry Canada – Office of Consumer Affairs – *Environmental labels and claims*: <https://www.ic.gc.ca/eic/site/Oca-bc.nsf/eng/ca02523.html>

International Standards Organization – *Certification & Conformity*: <https://www.iso.org/certification.html>

Natural Resources Canada – *ENERGY STAR certification for commercial and institutional buildings in Canada*: <https://www.nrcan.gc.ca/energy-efficiency/energy-star-canada/energy-star-buildings/energy-star-certification-commercial-and-institutional-buildings-canada/20258>

Natural Resources Canada – *Energy Use Calculator*: <https://oee.nrcan.gc.ca/industrial/technical-info/tools/energy-use-calculator.cfm>

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Natural Resources Canada – *Green Freight Assessment Program*: <https://www.nrcan.gc.ca/energy-efficiency/energy-efficiency-transportation-alternative-fuels/greening-freight-programs/green-freight-assessment-program/20893>

Natural Resources Canada – *SmartDriver Training Series*: <https://www.nrcan.gc.ca/energy-efficiency/energy-efficiency-transportation/greening-freight-programs/smartdriver-training-series/21048>

Ontario Ministry of Environment and Energy – *Energy and Water Reporting and Benchmarking initiative*: <https://www.ontario.ca/document/guide-energy-and-water-reporting>

Public Services and Procurement Canada – *Canadian General Standards Board*: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

Standards Council of Canada – *Environmental Management Systems, National Standard of Canada*: <https://www.scc.ca/en/standardsdb/standards/6513>

Second Harvest – *Food Rescue and Delivery*: <https://secondharvest.ca/what-we-do/food-rescue-delivery/>

Transport Canada – *Connected and automated vehicles*: <https://tc.canada.ca/en/road-transportation/innovative-technologies/connected-automated-vehicles>

Transport Canada – *Electronic logging devices*: <https://tc.canada.ca/en/road-transportation/electronic-logging-devices>

Transport Canada – *Zero-emission vehicles*: <https://tc.canada.ca/en/road-transportation/innovative-technologies/zero-emission-vehicles>



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## ANNEX "G"

### SOCIAL PROCUREMENT SUPPLIER SELF-IDENTIFICATION FORM

#### 1. Context

Public Works and Government Services Canada (PWGSC). PWGSC is committed to modernizing procurement practices so they are simpler, less administratively burdensome, and include practices that support our social, environmental and economic policy goals. This includes the department's commitment to increasing economic growth and diversity among small and medium enterprises, and underrepresented groups.

PWGSC is gathering voluntary supplier information in all food and beverage Request for Standing Offers (RFSO) to identify the diversity profile of its suppliers and seek feedback on Social Procurement. Below you will find definitions as well as voluntary questions to help us better understand the composition of underrepresented groups or Indigenous/Aboriginal groups within the food and beverage industry.

#### 2. Definitions

##### Social procurement

At PWGSC, social procurement is defined as procurement that leverages the government's buying power in order to generate positive societal impacts. A social procurement could include, for example, a strategy of purchasing goods and services from targeted underrepresented suppliers and social enterprises, or incorporating social benefits criteria into the procurement.

##### Underrepresented group

Social procurement can provide opportunities for various groups that are traditionally underrepresented in employment and/or economically disadvantaged. An underrepresented group can include representatives from specific social, cultural, or economic segments of the population such as: women, persons with disabilities, visible minorities, etc.<sup>1</sup>

##### Underrepresented supplier

In the context of social procurement at PWGSC an underrepresented or disadvantaged<sup>2</sup> supplier is a business owned or led (i.e., 51% majority control or effective management of the business)<sup>3</sup> by a member of an underrepresented group (e.g., women, persons with disabilities, visible minorities<sup>4</sup>, etc.).

##### Indigenous Supplier

In the context of social procurement at PWGSC an Indigenous supplier's business must meet the following criteria:

- Is at least 51% owned or led (i.e., operated or controlled) by an individual of Indigenous heritage, an Indigenous community, or an Aboriginal Development Corporation;
- Is structured as a sole proprietorship, a limited company, a co-operative, a partnership, a not-for-profit organization, or a joint venture; and,
- Physically resides in Canada.

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<sup>1</sup> These terms are taken from the *Employment Equity Act's* designated groups; however, other groups may be considered, for example: veteran, LGBTQ2+, unemployed, youth, ex-offenders or recent immigrant.

<sup>2</sup> The term "underrepresented" or "minority" are types of disadvantages.

<sup>3</sup> The term "led" or "leadership", in the PWGSC mandate letter context, is interpreted as operated or controlled, which implies control of the management and daily business operations.

<sup>4</sup> PWGSC 2015 Mandate Letter, <https://pm.gc.ca/en/mandate-letters/2015/11/12/archived-minister-public-services-and-procurement-mandate-letter>

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**Canadian Small Business<sup>5</sup>**

A Canadian small business has 1 to 99 paid employees.

**3. Supplier Information Questionnaire**

**Data Collection**

The voluntary self-identification information you provide is collected for statistical purposes only, it will not be used as part of the bidding process and will not be shared with third parties. This information will provide PWGSC an estimate of the number of Underrepresented Groups and Indigenous/Aboriginal groups that make up the food sector.

**Privacy Notice**

The collection, retention, use and storage of personal information provided in this form is protected, used, and disclosed in accordance with the *Privacy Act*. All data obtained are to be used solely for statistical purposes to increase the number of Indigenous/Aboriginal and Underrepresented Businesses participating in federal procurement. The aggregated information may be used to facilitate the development of a government social procurement program. You can choose not to self-identify.

**Instructions**

Please complete the following question if you wish to respond. Please keep in mind the definitions provided for herein when completing this voluntary certification. Members of a Joint Venture should submit individual self-identification form for this solicitation in order for their certifications to be included in the statistics. When complete, please submit this form with your bid submission.

**Part 1 – Supplier Identification - Do you wish to self-identify?**

Yes  No  Prefer not to respond

If Yes, please respond to all that apply:

**Part 2 –**

**A: Do you wish to self-identify your business as an Indigenous/Aboriginal Business in Canada?**

Yes  No

**OR**

**Part 3 –**

**A: Do you wish to self-identify as a Canadian Small Business from an underrepresented group?**

Yes  No

If Yes, please select all that apply to your business:

- women-owned or led business;
- business owned or led by person with disability;
- visible minority-owned or led business; if you have chosen this category, please specify:
  - South Asian (e.g., East Indian, Pakistani, Sri Lankan, etc.)

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<sup>5</sup> [http://www.ic.gc.ca/eic/site/061.nsf/eng/h\\_03114.html](http://www.ic.gc.ca/eic/site/061.nsf/eng/h_03114.html)

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- Chinese
- Black
- Filipino
- Latin American
- Arab
- Southeast Asian (e.g., Vietnamese, Cambodian, Laotian, Thai, etc.)
- West Asian (e.g., Iranian, Afghan, etc.)
- Korean
- Japanese
- Other – please specify \_\_\_\_\_
- Other, (e.g., LGBTQ+) \_\_\_\_\_.

### **B. Business Composition**

**What percentage of your full-time workforce is made up of members from underrepresented groups?**

**Answer:** \_\_\_\_\_%

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**ANNEX "H"**

**ADDITIONAL CERTIFICATIONS**

**1. Board of Directors**

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

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

**2. Procurement Business Number (PBN)**

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

Procurement Business Number - \_\_\_\_\_

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