

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

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

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet RMSO - Food & Beverage NS and NL	
Solicitation No. - N° de l'invitation E6HAL-220001/A	Date 2022-01-06
Client Reference No. - N° de référence du client E6HAL-22-0001	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-409-11429
File No. - N° de dossier HAL-1-87159 (409)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2022-02-15 Heure Normale de l'Atlantique HNA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Taylor, Kathie	Buyer Id - Id de l'acheteur hal409
Telephone No. - N° de téléphone (902)403-4837 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA AND/OR AGENCIES AS INDICATED ON DSS 942 CALL-UP (PLEASE UPDATE CITY/PROV/PC) xxx Nova Scotia B3J3C9 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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E6HAL-22-0001

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-0-85200

Buyer ID - Id de l'acheteur
HAL409
CCC No./N° CCC - FMS No./N° VME

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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.

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 seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses: |

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

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the 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 – Environmental Commitments
- Annex G – Social Procurement Supplier Self-Identification Form
- Annex H – Additional Certifications

1.2 Summary

Public Services and Procurement Canada, on behalf of various government departments within Nova Scotia and Newfoundland and Labrador, has a requirement for a Regional Master Standing Offer for the supply of fresh and frozen food for a one year period on an as and when requested basis. Food is to be delivered to ship and shore units in various locations within Nova Scotia including, but not limited to, the area of Maritime Forces Atlantic - HRM, 14 Wing in Greenwood, Land Forces Atlantic Training Centre Aldershot, various locations throughout Halifax Regional Municipality and Sydney, Nova Scotia and various locations in Newfoundland and Labrador including but not limited to CFB Gander and Canadian Coast Guard Ships located in St. John's. The largest user of any subsequent standing offers is anticipated to be the Department of National Defence with approximately 80% of the usage.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

- *Nova Scotia*

Only Authorized Users will be authorized to issue call-ups against this RMSO.

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

<http://publications.gc.ca/site/eng/search/search.html?st=1&e=0&f=0&ssti=on&ast=interim+national+food+and+beverage+procurement+strategy&cnst=&adof=on>

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

Canada intends to issue a maximum of three (3) standing offers per food category per zone. The solicitation process could result in the award of up to 18 standing offers per zone with a maximum of 36 overall.

Zone 1: Nova Scotia

Zone 2: Newfoundland

The period of the Standing Offer(s) is from 01 March 2022 – 28 February 2023.

Note: All offerors must submit for each period per category, as per the schedule in Annex D. All prices submitted are to remain firm for the bid periods in Annex D.

The total estimated annual expenditure of approximately \$15,000,000.00 – 20,000,000.00 CAD is anticipated to be distributed as follows:

Food category/Estimated Annual Expenditure

1. Meat, Poultry, Fish, Meat Alternatives - \$6M
2. Bread and Bread Products - \$2M
3. Dairy & Dairy Products - \$2M
4. Fresh Fruit and Vegetables - \$2M
5. Frozen Fruit and Vegetables - \$2M
6. Groceries - \$6M

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

1.3 Debriefings

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

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

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

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

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.6 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.

1.7 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.

"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.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

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

2.1.1 SACC Manual Clauses

SACC Manual clause M3000C (2006-08-15), Price Lists

2.2 Submission of Offers

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in Nova Scotia (NS) the email address is:

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions **2003**, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.2.1 Equivalent Product

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

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 Nova Scotia.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (1 hard copy)

Section II: Financial Offer (1 hard copies) and 1 soft copy on USB key)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____
Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

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

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly

provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

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

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

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

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

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

MR1 The Offeror's technical Offer must demonstrate compliance with all aspects of the requirement at Annex A.

MR2 An offer must comply with the requirements of the Request for Standing Offers to be declared responsive.

MR3 Bidders must provide pricing as per Annex B – Basis of Payment.

4.1.3 Financial Evaluation

4.1.3.1

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

4.2 Basis of Selection

4.2.1

SACC Manual Clause M0032T (2014-11-27), Basis of Selection – Multiple Items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on **an item by item basis** will be recommended for issuance of a standing offer.

The RFSO will allow for the possibility of awarding up to three (3) Standing Offers for each category, in each Zone, in Annex B, Basis of Payment.

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](#) website

(<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 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 Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - 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.

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.

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

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

The quarterly reporting periods are defined as follows:

- _ 1st quarter: April 1 to June 30;
- _ 2nd quarter: July 1 to September 30;
- _ 3rd quarter: October 1 to December 31;
- _ 4th quarter: January 1 to March 31.

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 01 March 2022 to 28 February 2023.

7.4.2 Delivery Points

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Kathie Taylor
Supply Specialist

Solicitation No. - N° de l'invitation
E6HAL-220001/A
Client Ref. No. - N° de réf. du client
E6HAL-22-0001

Amd. No. - N° de la modif.
File No. - N° du dossier
HAL-0-85200

Buyer ID - Id de l'acheteur
HAL409
CCC No./N° CCC - FMS No./N° VME

Public Services and Procurement Canada
Atlantic Region - Acquisitions Directorate
1713 Bedford Row
Halifax, Nova Scotia B3J 3C9

Telephone: 902-403-4837
Facsimile: 902-496-5016
E-mail address: Kathie.Taylor@pwgsc-tpsgc.gc.ca

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

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.

7.5.2 Project Authority

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

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

7.5.3 Offeror's Representative (BIDDER TO COMPLETE)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

7.6 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 to 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.

7.7 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.

7.8 Call-up Instrument

7.8.1 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

7.8.2 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

7.9 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.

7.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2009 (2018-07-16), General Conditions - Standing Offers - Goods or Services – Authorized Users;
- d) the general conditions 2010A (2021-12-02), General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reports;
- h) Annex D, Schedule of Rebid Periods;
- i) the Offeror's offer dated _____ (*insert date of offer*)

7.11 Certifications and Additional Information

7.11.1 Compliance

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

7.12 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 Nova Scotia.

7.13 Transition to an e-Procurement Solution (EPS)

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

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

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

7.14 SACC Clauses

7.14.1 Price Adjustment – Milk

The prices detailed in the Standing Offer are subject to upward or downward adjustment to reflect the actual minimum wholesale prices for milk established by the provincial milk marketing board. A copy of the Offeror's notification of price increase or decrease from the provincial milk marketing board must be provided to the Standing Offer Authority.

At the Offeror's request, the Standing Offer will be revised to reflect the actual price of the increase or decrease, and will be evidenced, for administrative purposes only, through a revision to the standing offer completed by the Standing Offer Authority. The Offeror must not invoice at prices other than those specified in the Standing Offer.

7.14.2 Price Adjustment – Butter

The prices detailed in the Standing Offer are subject to upward or downward adjustment to allow for any increase or decrease in the support prices for butter established by the Canadian Dairy Commission. A copy of the Offeror's notification of price increase or decrease from the Canadian Dairy Commission must be provided to the Standing Offer Authority.

At the Offeror's request, the Standing Offer will be revised to reflect the actual price of the increase or decrease, and will be evidenced, for administrative purposes only, through a revision to the standing offer completed by the Standing Offer Authority. The Offeror must not invoice at prices other than those specified in the Standing Offer.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Requirement

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

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 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.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2015A (2021-12-02), 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:

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 (2021-12-02), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

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

7.4 Payment

7.4.1 Basis of Payment

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

7.4.2 Limitation of Price

SACC Manual clause **C6000C** (2017-08-17), Limitation of Price

7.4.3 Multiple Payments

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

7.4.4 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

Invoices cannot be submitted until all work identified in the invoice has been completed. The Contractor must distribute the invoices and reports as follows:

2. The original and one (1) copy of the invoice must be forwarded to the address shown on page 1 of the Contract for certification and payment.

3. Invoice pricing shall be provided in 2 decimal place format. (Example: \$2.99 per kilogram)

7.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

7.7 SACC Manual Clauses

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

7.8 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of 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.

ANNEX A

STATEMENT OF REQUIREMENT

1. REQUIREMENT

Public Services and Procurement Canada (PSPC), 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 food rations to kitchens, and ships on an "as and when requested basis" for the period of the Standing Offer.

Food Product Categories

- a) *Meat, Fish, Poultry and Alternatives*
- b) *Fresh Fruit and Vegetables*
- c) *Frozen Foods*
- d) *Dairy and Eggs*
- e) *Groceries and Dry*
- f) *Bread and Bakery Products*

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 Number	Numéro de catalogue
<i>FQS-01 Eggs</i>	<i>SQA-01 Oeufs et produits d'œufs</i>	<i>D2-531/01-2018E-PDF</i>	<i>D2-531/01-2018F-PDF</i>
<i>FQS-02 Beef</i>	<i>SQA-02 Boeuf</i>	<i>D2-531/02-2018E-PDF</i>	<i>D2-531/02-2018F-PDF</i>
<i>FQS-03 Veal</i>	<i>SQA-03 Veau</i>	<i>D2-531/03-2018E-PDF</i>	<i>D2-531/03-2018F-PDF</i>
<i>FQS-04 Pork</i>	<i>SQA-04 Porc</i>	<i>D2-531/04-2018E-PDF</i>	<i>D2-531/04-2018F-PDF</i>
<i>FQS-05 Lamb</i>	<i>SQA-05 Agneau</i>	<i>D2-531/05-2018E-PDF</i>	<i>D2-531/05-2018F-PDF</i>
<i>FQS-06 Poultry</i>	<i>SQA-06 Volaille</i>	<i>D2-531/06-2018E-PDF</i>	<i>D2-531/06-2018F-PDF</i>
<i>FQS-07 Variety Meats</i>	<i>SQA-07 Abats comestibles</i>	<i>D2-531/07-2018E-PDF</i>	<i>D2-531/07-2018F-PDF</i>
<i>FQS-08 Prepared Meat and Meat by Products</i>	<i>SQA-08 Viande et sous-produits de viande préparés ou conservés</i>	<i>D2-531/08-2018E-PDF</i>	<i>D2-531/08-2018F-PDF</i>
<i>FQS-09 Fish and Seafood</i>	<i>SQA-09 Poissons et produits de la mer</i>	<i>D2-531/09-2018E-PDF</i>	<i>D2-531/09-2018F-PDF</i>
<i>FQS-10 Fresh Fruit</i>	<i>SQA-10 Fruits frais</i>	<i>D2-531/10-2018E-PDF</i>	<i>D2-531/10-2018F-PDF</i>
<i>FQS-11 Fresh Vegetables</i>	<i>SQA-11 - Légumes frais</i>	<i>D2-531/11-2018E-PDF</i>	<i>D2-531/11-2018F-PDF</i>
<i>FQS-12 Frozen Fruit</i>	<i>SQA-12 Fruits congelés</i>	<i>D2-531/12-2018E-PDF</i>	<i>D2-531/12-2018F-PDF</i>

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<i>FQS-13 Frozen Vegetables</i>	<i>SQA-13 Légumes congelés</i>	<i>D2-531/13-2018E-PDF</i>	<i>D2-531/13-2018F-PDF</i>
<i>FQS-14 Canned Fruit</i>	<i>SQA-14 Fruits en conserve</i>	<i>D2-531/14-2018E-PDF</i>	<i>D2-531/14-2018F-PDF</i>
<i>FQS-15 Canned Vegetables</i>	<i>SQA-15 Légumes en conserve</i>	<i>D2-531/15-2018E-PDF</i>	<i>D2-531/15-2018F-PDF</i>
<i>FQS-16 Dried Fruit</i>	<i>SQA-16 Fruits séchés</i>	<i>D2-531/16-2018E-PDF</i>	<i>D2-531/16-2018F-PDF</i>
<i>FQS-17 Dehydrated Vegetables</i>	<i>SQA-17 Légumes déshydratés</i>	<i>D2-531/17-2018E-PDF</i>	<i>D2-531/17-2018F-PDF</i>
<i>FQS-18 Milk and Milk Products</i>	<i>SQA-18 Lait et produits laitiers</i>	<i>D2-531/18-2018E-PDF</i>	<i>D2-531/18-2018F-PDF</i>
<i>FQS-19 Cheese</i>	<i>SQA-19 Fromage</i>	<i>D2-531/19-2018E-PDF</i>	<i>D2-531/19-2018F-PDF</i>
<i>FQS-20 Misc Groceries</i>	<i>SQA-20 Produits d'épicerie divers</i>	<i>D2-531/20-2018E-PDF</i>	<i>D2-531/20-2018F-PDF</i>
<i>FQS-21 Pasta</i>	<i>SQA-21 Pâtes alimentaires et nouilles</i>	<i>D2-531/21-2018E-PDF</i>	<i>D2-531/21-2018F-PDF</i>
<i>FQS-22 Rice</i>	<i>SQA-22 Riz</i>	<i>D2-531/22-2018E-PDF</i>	<i>D2-531/22-2018F-PDF</i>
<i>FQS-23 Legumes</i>	<i>SQA-23 Légumineuses (légumineuses à grain)</i>	<i>D2-531/23-2018E-PDF</i>	<i>D2-531/23-2018F-PDF</i>
<i>FQS-24 Grains</i>	<i>SQA-24 Grain céréalier</i>	<i>D2-531/24-2018E-PDF</i>	<i>D2-531/24-2018F-PDF</i>
<i>FQS-25 Shortenings, Fats and Oils</i>	<i>SQA-25 Graisses alimentaires et les huiles</i>	<i>D2-531/25-2018E-PDF</i>	<i>D2-531/25-2018F-PDF</i>
<i>FQS-26 Butter and Margarine</i>	<i>SQA-26 Beurre et margarine</i>	<i>D2-531/26-2018E-PDF</i>	<i>D2-531/26-2018F-PDF</i>
<i>FQS-27 Sugar and Preserves</i>	<i>SQA-27 Sucres et conserves</i>	<i>D2-531/27-2018E-PDF</i>	<i>D2-531/27-2018F-PDF</i>
<i>FQS-28 Coffee and Tea</i>	<i>SQA-28 Café et thé</i>	<i>D2-531/28-2018E-PDF</i>	<i>D2-531/28-2018F-PDF</i>
<i>FQS-29 Ice Cream and Sorbets</i>	<i>SQA-29 Crème glacée et sorbet laitier</i>	<i>D2-531/29-2018E-PDF</i>	<i>D2-531/29-2018F-PDF</i>
<i>FQS-30 Pie Fillings and Pie Fruits</i>	<i>SQA-30 Garniture de tarte et fruits à tarte</i>	<i>D2-531/30-2018E-PDF</i>	<i>D2-531/30-2018F-PDF</i>
<i>FQS-31 Herbs, Spices and Seasonings</i>	<i>SQA-31 Fines herbes et épices</i>	<i>D2-531/31-2018E-PDF</i>	<i>D2-531/31-2018F-PDF</i>
<i>FQS-32 Soups, Sauces and Gravies</i>	<i>SQA-32 Soupes, sauces et sauces au jus de viande</i>	<i>D2-531/32-2018E-PDF</i>	<i>D2-531/32-2018F-PDF</i>
<i>FQS-33 Condiments and Condiment Sauces</i>	<i>SQA-33 Condiments et sauces condimentaires</i>	<i>D2-531/33-2018E-PDF</i>	<i>D2-531/33-2018F-PDF</i>

<i>FQS-34 Bread and Baked Products</i>	<i>SQA-34 Pain et produits de boulangerie</i>	<i>D2-531/34-2018E-PDF</i>	<i>D2-531/34-2018F-PDF</i>
<i>FQS-35 Fruit Juice</i>	<i>SQA-35 Jus de fruit</i>	<i>D2-531/35-2018E-PDF</i>	<i>D2-531/35-2018F-PDF</i>
<i>FQS-36 Cereals</i>	<i>SQA-36 Céréales</i>	<i>D2-531/36-2018E-PDF</i>	<i>D2-531/36-2018F-PDF</i>
<i>FQS-37 Flour and Mixes</i>	<i>SQA-37 Farines, mélanges pour gâteaux, pour crêpes et pour gaufres</i>	<i>D2-531/37-2018E-PDF</i>	<i>D2-531/37-2018F-PDF</i>
<i>FQS-38 Game</i>	<i>SQA-38 Gibier</i>	<i>D2-531/38-2018E-PDF</i>	<i>D2-531/38-2018F-PDF</i>

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
- Meat Inspection Act (R.S.C., 1985, c. 25 (1st Supp))

4. DELIVERY

4.1 DELIVERY ZONES

The Atlantic Region has been divided into the following delivery zones:

Zone 1 – Nova Scotia

Zone 2 – Newfoundland and Labrador

4.2 DELIVERY LOCATIONS

Delivery is required throughout the entire zone(s) the Offeror holds a Standing Offer(s).

Anticipated delivery points for each zone are listed in Annex A-1, however other locations may be required.

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

4.3 PERIOD OF DELIVERY

- Deliveries must be made in accordance with the time and date indicated on the call-up document.
 - 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.
- Delivery must be made within seventy-two (72) hours from receipt of a Call-Up document.
- Emergency deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost.

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

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

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

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

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

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

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.

4.8 SUBSTITUTIONS

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 and prepare an amendment to reflect the change.

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

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.

The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description.

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.

Public Services and Procurement Canada (PSPC) Contracting Officers and their authorized representative shall have the right to perform quality assurance inspections at the Offeror's facilities.

4.10 REJECTIONS

Rejected items discovered after delivery must be picked up and replaced within one (1) working day of notification of the rejection.

Rejections also cover deliveries that are not completed in compliance with the delivery requirements under 4. Delivery.

4.11 PACKAGING

The Offeror is responsible for all costs for the supply, pickup, removal, disposal and recycling of empty pallets and shipping containers.

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 Offeror holds more than one Standing Offer and is delivering different categories at the same time.

The offeror must use every effort to utilize environmentally friendly packaging.

5. CALL-UPS

5.1 ACKNOWLEDGMENT OF CALL-UPS

- a. The Offeror must not proceed without receipt of a duly completed and authorized call-up.
- b. The Offeror must acknowledge receipt of each call-up

5.2 MINIMUM CALL-UP

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

6. PRODUCT RECALL

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

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

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

8. ENVIRONMENTAL CONSIDERATIONS

- 8.1 The Contractor is responsible for determining if pallets should be used. If pallets are used, the Contractor 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 Standing Offer Authority and 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 reusable, recyclable or compostable in accordance with the definitions in section 4.11.4;
- 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 or its subcontractor has hybrid vehicles in their fleet;
- 8.5 Contractors facilities should use LED lighting.

9. PRICE LIST UPDATES

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

Price revision, upward or downward, will be allowed in accordance with the pricing rebid frequency and terms and condition provided in Annex D – Schedule of Rebid Periods.

ANNEX A-1

DELIVERY LOCATIONS

1 DELIVERY ZONES

The Atlantic Region has been divided into the following delivery zones:

Zone 1 – Nova Scotia

Zone 2 – Newfoundland and Labrador

2 DELIVERY LOCATIONS

Delivery is required throughout the entire zone(s) the Offeror holds a Standing Offer(s).

Anticipated delivery points for each zone are listed below, however other locations may be required.

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

Zone 1 – Nova Scotia

AREA	INSTITUTION	ADDRESS
DEPARTMENT OF NATIONAL DEFENCE	HMCS CHARLOTTETOWN	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
	HMCS FREDERICTON	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
	HMCS HALIFAX	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
	HMCS MONTRÉAL	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
	HMCS ST. JOHN'S	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
	HMCS TORONTO	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
	HMCS VILLE DE QUÉBEC	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5

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HMCS CORNER BROOK	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
HMCS WINDSOR	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
HMCS GLACE BAY	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
HMCS GOOSE BAY	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
HMCS KINGSTON	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
HMCS MONCTON	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
HMCS SHAWINIGAN	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
HMCS SUMMERSIDE	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
HMCS HARRY DEWOLF	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
HMCS MARGARET BROOKE	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
NRU ASTERIX	CFB Halifax HMC Dockyard, Rainbow Gate 5088 Provo Wallis Street Halifax, NS B3K 5X5
CANFLTANTHQ (MOG 5) GALLEY	CFB Halifax HMC Dockyard Building D166 2215 Provo Wallis Street Halifax, NS B3K 5X5
HMCS SCOTIAN	2111 Upper Water Street Halifax, NS B3J 3Y5
JUNO TOWER GALLEY	CFB Halifax 2648 Lorne Terrace Halifax NS B3K 5X5
TRIBUTE TOWER GALLEY	CFB Halifax, Building S117

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		2818 Pusser Lane Halifax, NS B3E 1P2
	DAMAGE CONTROL SCHOOL GALLEY	1124 John Bracket Drive Herring Cove, Ns B3V 1G5
	WARRIOR BLOCK GALLEY	141 Warrior Ave Shearwater, Ns B0J 3A0
	LAND FORCE ATLANTIC AREA TRAINING CENTRE ALDRSHOT GALLEY	1400 Lanzy Road Kentville, NS B0P 1J0
	GREENWOOD GALLEY	CFB Greenwood Ad Astra Way Greenwood, NS B0P 1N0
CANADIAN COAST GUARD	CANADIAN COAST GUARD COLLEGE	1190 Westmount Road Sydney, NS B1R 2J6
	DARTMOUTH	1 Challenger Drive Bedford Institute of Oceanography (BIO) Dartmouth, NS B2Y 4A2
	SYDNEY	60 Esplande St., Sydney, NS, B1P 1A1
	PICTOU	2 Depot St., Pictou, NS, B0K 1H0
	YARMOUTH	76 Water St., Yarmouth, NS, B5A 1K9
	CCGS ALFRED NEEDLER	CCG Dartmouth 1 Challenger Drive Bedford Institute of Oceanography (BIO) Dartmouth, NS B2Y 4A2
	CCGS EARL GREY	CCG Dartmouth 1 Challenger Drive Bedford Institute of Oceanography (BIO) Dartmouth, NS B2Y 4A2
	CCGS EDWARD CORNWALLIS	CCG Dartmouth 1 Challenger Drive Bedford Institute of Oceanography (BIO) Dartmouth, NS B2Y 4A2
	CCGS HUDSON	CCG Dartmouth 1 Challenger Drive Bedford Institute of Oceanography (BIO) Dartmouth, NS B2Y 4A2
	CCGS SIR WILLIAM ALEXANDER	CCG Dartmouth 1 Challenger Drive Bedford Institute of Oceanography (BIO) Dartmouth, NS B2Y 4A2
	CCGS M. PERLEY	CCG Dartmouth 1 Challenger Drive Bedford Institute of Oceanography (BIO) Dartmouth, NS B2Y 4A2
	CCGS G. PEDDLE S.C.	CCG Dartmouth 1 Challenger Drive Bedford Institute of Oceanography (BIO) Dartmouth, NS B2Y 4A2
	CCGS CORPORAL TEATHER C.V.	CCG Dartmouth 1 Challenger Drive Bedford Institute of Oceanography (BIO)

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		Dartmouth, NS B2Y 4A2
	CCGS CORPORAL MCLAREN M.M.V.	CCG Dartmouth 1 Challenger Drive Bedford Institute of Oceanography (BIO) Dartmouth, NS B2Y 4A2

Zone 2 – Newfoundland & Labrador

AREA	INSTITUTION	ADRESSE
CANADIAN COAST GUARD	CCGS ANN HARVEY	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS CAPE ROGER	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS CYGNUS	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS GEORGE R. PEARKES	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS HARP	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS HENRY LARSEN	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS LEONARD J. COWLEY	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS LOUIS S. ST-LAURENT	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS SIR WILFRED GRENFELL	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS TELEOST	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS TERRY FOX	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS VLADYKOV	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
	CCGS CAPTAIN MOLLY KOOL	CCG St. John's 280 Southside Road St. John's, NL A1E 0A3
DEPARTMENT OF NATIONAL DEFENCE	CFB GANDER GALLEY	Building 128 9 Wing Gander Gander, NL, A1V 1X1

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	CORNERBROOK ARMOURY	13 O'Connel Dr Cornerbrook, NL A2H 6J3
	HMCS CABOT	115 The Boulevard Anthony Paddon Building St John's, NL A1B 2N9

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. 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.

Provincial Milk Marketing Board Price Adjustments

PWGSC will follow the Price Adjustment process for Milk and Butter items as detailed in A. Standing Offer, Article 7.14 SACC Clauses. The PWGSC Standing Offer Authority will only accept a copy of the Offeror's notification of price increase or decrease issued from the provincial milk marketing board. Documents from the Offeror's distributors will not be accepted.

The Standing Offer will be revised to reflect the actual price of the increase or decrease as indicated from the provincial milk marketing board and will not take into account any other price increases.

REBID - PRODUCT PRICE LIST

1. The vendor shall forward via email, electronic pricing in the format provided in their standing offer to the Standing Offer Authority as specified in the rebid schedule (Annex C). All price rebids are due the 20th day of the preceding month.
2. Electronic pricing files shall be properly named and identify the vendor name, and the applicable dates pricing applies to. Example: **Vendor Name Produce Prices DD-MM-YY to DD-MM-YY**.
3. Prices shall be provided in 2 decimal place format. (Example: \$2.99 per kilogram)
4. Prices shall be quoted Free On Board (FOB) to the location specified on form PWGSC 942, Call-up Against a Standing Offer, and include all delivery charges.
5. **Delivery of rebids will be the sole responsibility of the supplier.** If a revised price list is not received by the Standing Offer Authority as per the rebid schedule, the current prices will be used. Prices will be firm at point of order.
6. In addition to the pricing on the Standing Offer, special offerings due to year-end or surplus manufacturing runs, special job lots, sales, etc. are to be made available as they occur if at a lesser cost than under the specified quoted price herein.
7. Prices will be reviewed by Public Works and Government Services Canada (PWGSC). Suppliers must be prepared to justify and substantiate any increase at the request of PWGSC.
8. PWGSC reserves the right to revoke the authorization for call-up authority of any individual item where it feels the price increase is not justified or has not been adequately substantiated. The determination of adequacy will rest solely with PWGSC.

RESTOCKING BUY BACK

At any time during the period of a Standing Offer, any unused items, in the original packaging can be returned to the vendor for a full refund without a restocking charge. The refund shall either be a credit against the acquisition card used at the time of purchase, or if by some other means, credit notes shall be issued for use against future purchases, or as otherwise specified.

MISCELLANEOUS

Miscellaneous, similar or related items not listed in the vendors' catalogue in each category at the time of issuance the standing offer may be added to the standing offer, if the estimated aggregate value of all items does not exceed 25% of the overall value of the call up. Prices will be at Manufacturer's list price less a discount of ____%.

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ANNEX C

USAGE REPORTS

Dollar Value Usage Report

Company Name:	Usage This Quarter: \$
Date:	Usage To Date: \$
Reporting Period:	

<u>Call-Up Number</u>	<u>Date of Call- Up</u>	<u>Ordering Office/Ship</u>	<u>Call-Up Value</u>

ANNEX D
SCHEDULE OF REBID PERIODS

ITEM	CATEGORY DESCRIPTION	REBID PERIODS	REBIDS DATES (PRIOR TO)
1	Meat/Fish/Alternatives	Quarterly	The 20 th day of every 3 rd month
2	Fresh Fruit/Vegetables	Monthly	The 20 th day of every month
3	Frozen Foods	Bi-Annually	The 20 th day of every 6 th month
4	Dairy	Bi-Annually	The 20 th day of every 6 th month
5	Groceries/Dry	Bi-Annually	The 20 th day of every 6 th month
6	Bread/Bakery Products	Bi-Annually	The 20 th day of every 6 th month

Notes:

1. Rebid periods must be strictly adhered to and must be received by 5:00 pm on the due date. Offerors shall use the same spreadsheet as the previous month unless the Standing Offer Authority provides a revised spreadsheet.
2. Rebids must be sent to the rebid email address identified in the documents.
3. Do not change, copy or alter the spreadsheet, doing so may render your bid non-responsive.
4. Failure to provide an updated price list by the date and time in the standing offer document will result in the previous period pricing being used for the new period.

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ANNEX E LIST OF NAMES

In accordance with Part 5, Article 5.2.1 – Integrity Provision – List of Names, please complete the Form below.

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
E6HAL-210001/A	
Board of Directors (Use Format – first name last name)	
Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	

ANNEX F

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.¹

Underrepresented supplier

In the context of social procurement at PWGSC an underrepresented or disadvantaged² supplier is a business owned or led (i.e., 51% majority control or effective management of the business)³ by a member of an underrepresented group (e.g., women, persons with disabilities, visible minorities⁴, 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.

¹ 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.

² The term "underrepresented" or "minority" are types of disadvantages.

³ 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.

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

Canadian Small Business⁵

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.)

⁵ 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: _____%