



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

PWGSC/TPSGC Acquisitions Bid Receiving
Box/Boîte de Réception des Soumissions
Bid Receiving Box/Boîte de Récepti
1st Floor/1ère étage, Suite 1212
100-1045 Main Street
Moncton
New Brunswick
E1C 1H1
Bid Fax: (506) 851-6759

**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
Acquisitions NB/PEI (Moncton Office) – Bureau
d'acquisitions N.-B./Î.-P.-É. (Moncton)
1045 Main Street / 1045, rue Main
Moncton
New Bruns
E1C 1H1

Title - Sujet RMSO Miscellaneous Groceries RMSO Miscellaneous Groceries	
Solicitation No. - N° de l'invitation EC095-220004/01/A	Date 2022-03-24
Client Reference No. - N° de référence du client EC095-220004	GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-045-6191
File No. - N° de dossier MCT-1-44176 (045)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2022-09-28 Heure Avancée de l'Atlantique HAA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: MacFarlane (MCT), Andrew	Buyer Id - Id de l'acheteur mct045
Telephone No. - N° de téléphone (782)377-4248 ()	FAX No. - N° de FAX (506)851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 1ST FL.LOBBY C UNIT 108 1045 MAIN ST MONCTON New Brunswick E1C1H1 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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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments and any other annexes

1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC), on behalf of the Department of National Defence (DND) and Correctional Service Canada (CSC), has a request for a Regional Master Standing Offer (RMSO) for the supply and delivery of miscellaneous groceries to the 5th Canadian Division Support Base Gagetown located in Oromocto New Brunswick E2V 4J5 and to Institutions located in Renous & Dorchester, New Brunswick and in Springhill, Nova Scotia, on an as and when requested basis for the period.
- 1.2.2 An offer must be submitted for each period as per the schedule in Appendix 1 to Annex "B". Offerors may bid on any period of their choice. Only the Page 1 with the **applicable closing date** is to be submitted with an offer.
- 1.2.3 The period of the Standing Offer(s) is from May 1st 2022 to April 30th 2023, divided into two (2) periods for two standing offers of six (6) months, each.
- 1.2.4 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.

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1.2.5 Sustainable packaging, as per definitions in Annex A, is encouraged for this procurement.

1.2.6 This RFSO includes a Social Procurement Supplier Self-Identification Form in Annex "F" to gather voluntary supplier information within the Food and Beverage Industry. The information will inform us regarding the diversity profile of the suppliers who bid on our food and beverage procurements and will help shape future Social Procurement strategy.

1.3 Debriefings

Offerors may request a debriefing on the results of the RFSO process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the RFSO 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.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2020/05/28) Standard Instructions - RFSO - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - RFSO - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
B4024T	No Substitute Products	2020/07/01
C9000T	Pricing	2010/08/16
M0019T	Firm Price and/or Rates	2007/05/25

2.2 Submission of Offers

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

PWGSC Acquisitions, Bid Receiving Box
1st Floor, Suite 1212
100-1045 Main Street
Moncton, NB E1C 1H1

Email: TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

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

Facsimile number: (506) 851-6759

2.3 Enquiries - RFSO

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the 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 **New Brunswick**.

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

2.5 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Financial Offer
Section II: Certifications

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: Financial Offer (1 hard copy)
Section II: 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.

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. Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
2. Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
3. Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a) 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
 - b) 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.

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Section I: Financial Offer

Offerors must submit their financial offer in accordance with Annex B.1, B.2, & B.3, Basis of Payment.

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section II: Certifications

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

4.1.1.1 Evaluation of Price

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive, providing firm prices for ALL ITEMS listed in Annexes B.1, B.2, & B.3. The responsive offer with the **lowest evaluated price on aggregate basis (as specified in Annexes B.1, B.2, & B.3)** will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a Standing Offer.

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

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5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Board of Directors Certification

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

5.2.3.2 Procurement Business Number (PBN)

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

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A.1" and Annex A.2.

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled Standing Offer Usage Reporting Form. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 1 May 2022 to 30 April 2023.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Andrew MacFarlane
Title: Supply Officer

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Address: Public Services and Procurement Canada
Acquisitions Branch
1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1

Telephone: (782) 377-4248
Facsimile: (506) 851-6759
E-mail address: andrew.macfarlane@pwgsc-tpsgc.gc.ca

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

6.5.2 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.

6.5.3 Offeror's Representative *(Offeror please complete and submit with the bid offer)*

Placing Orders:

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

Delivery follow-up:

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

General Enquiries:

Name: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6.6 Identified Users

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

Department of National Defence
5th Canadian Division Support Base Gagetown
Building/Kitchen H33
PO Box 17000, Station Forces
Oromocto New Brunswick E2V 4J5

Correctional Service Canada Institutions as follows:

Atlantic Institution
13175 Route 8
P.O. Box 102
Renous, NB E9E 2E1

Dorchester Penitentiary – Medium Sector
4902 Main Street
Dorchester, NB E4K 2Y9

Regional Food Production Center
4902 Main Street
Dorchester, NB E4K 2Y9

Dorchester Penitentiary – Minimum Sector
4902 Main Street
Dorchester, NB E4K 2Y9

Springhill Institution
330 McGee Street
P.O. Box 2140
Springhill, NS B0M 1X0

6.7 Call-up Instrument

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

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

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$100,000.00** (Applicable Taxes included).

6.9 Financial Limitation - Total

The total budget over the period of the standing offer is **for administrative purposes only**. This does not limit the amount of business that an Offeror can conduct with the Federal Government under the Standing Offer.

6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions **2005** (2017/06/21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions **2010A** (2021/12/02), General Conditions: Goods (Medium complexity)
- e) the supplemental conditions **4013** (2021/11/29), Compliance with on-site measures, standing orders, policies, and rules
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) Annex C, Usage Reporting Form;
- i) Annex D, Supplier Quality Assurance, Notification of Rejection/Discrepancy;
- j) the Offeror's offer dated _____.

6.11 Certifications and Additional Information

6.11.1 Compliance

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

6.12 Applicable Laws

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

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6.13 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010A](#) (2021/12/02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2021/12/02), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.2.2 Supplemental General Conditions

[4013](#) (2021/11/29), Compliance with on-site measures, standing orders, policies, and rules apply to and form part of the Contract.

6.2.3 SACC Manual Clauses

6.2.3.1 Fish - Quality Stamping (*Applicable to Annex A.2 & B.2 DND One Stop Shop*)

Fish must be processed and packed in an establishment approved by the Department of Fisheries and Oceans in accordance with the Fish Inspection Act, R.S., 1985, c. F-12, and Regulations, and must be identified as follows:

- (a) Fresh fish must be identified by the words "Processed under Government Supervision" or "Canada Inspected" within a line drawing of a maple leaf marked on wrappers, inserts containers or master containers.
- (b) Frozen fish must be identified by the words "Canada Inspected" within a line drawing of a maple leaf marked on the wrappers, or containers, or where practicable on the whole fish.

6.2.3.2 Grades of Meat (*Applicable to Annex A.2 & B.2 DND One Stop Shop*)

If the grade of meat ordered is not available for delivery, the Contractor must supply a higher grade as a substitute, at no additional cost.

6.2.3.3 Inspection and Stamping

The Contractor must ensure that inspectors from the Canadian Food Inspection Agency (CFIA) have inspected all meat and meat products, poultry and poultry products, lard, shortening and margarine containing animal fats, and soups containing ingredients of animal origin, and have stamped those products "CFIA inspected for CG" before shipment.

The Contractor must arrange for all such products to be delivered to the consignee either from an establishment registered in accordance with the Meat Inspection Act, 1985, c. 25 (1st Supp.) and the

regulations made under that Act, or from a food distributor that purchased the products from such an establishment. Canada will not accept products that have not been stamped by the CFIA.

The Contractor must not permit any food distributor to alter or further process any meats or other products that have been inspected by inspectors from the CFIA.

6.2.3.4 Delivery of Fresh Chilled or Frozen Products

Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18o C or lower, and fresh chilled products between 4o C and 1o C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than 90 days since the date of processing in the fresh state.

6.2.3.5 Delivery and Unloading

1. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel
2. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.2.3.6 Type of Transport

Delivery must be made in refrigerated transport. The acceptable temperature range is from 1.5° C to 4° C or (35° F to 40° F).

6.2.3.7 Price Adjustment – Milk *(Applicable to Annex A.2 & B.2 DND One Stop Shop)*

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

The Standing Offer will be amended to reflect the actual price of the adjustment at time of delivery. The Supplier must not invoice at prices other than those specified in the Standing Offer.

6.3 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

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

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

6.4.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017/08/17) Limitation of Price

6.4.3 Single Payment

SACC Manual clause [H1000C](#) (2008/05/12) Single Payment

6.4.4 Electronic Payment of Invoices – Call-up

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

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

6.5 Invoicing Instructions

6.5.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

One (1) copy must be forwarded to the consignee.

6.6 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
A9068C	Government Site Regulations	2010/01/11
B7500C	Excess Goods	2006/06/16
D0014C	Delivery of Fresh Chilled or Frozen Products	2007/11/30
D0018C	Delivery and Unloading	2007/11/30
D3004C	Type of Transport	2007/11/30
D3007C	Inspection and Stamping	2007/11/30
G1005C	Insurance – No Specific Requirement	2016/01/28

6.7 Inspection and Acceptance

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

6.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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

6.9 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Delivered Duty Paid (DDP) to **Department of National Defence to Kitchen H33 at the 5th Canadian Division Support Base Gagetown, Oromocto, New Brunswick E2V 4J5 and Correctional Service Canada Institutions in Renous E9E 2E1 & Dorchester E4K 2Y9 both in New Brunswick and in Springhill, Nova Scotia B0M 1X0** Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 2008/12/12)

ANNEX " A "

STATEMENT OF REQUIREMENT

1. Requirement

- 1.1 Public Works and Government Services Canada (PWGSC), on behalf of the Department of National Defence (DND) and Correctional Service Canada (CSC), has a request for a Regional Master Standing Offer (RMSO) for the supply and delivery of miscellaneous groceries to the 5th Canadian Division Support Base Gagetown located in Oromocto New Brunswick E2V 4J5 and to Institutions located in Renous & Dorchester, New Brunswick and in Springhill, Nova Scotia, on an as and when requested basis for the period.
- 1.2 Annex A is broken down into three parts, for ease of understanding. Annex "A" specifies all common terms and conditions as they relate to the requirement for both DND and CSC. Site specific requirements are in addition to Annex "A", and added in Annex "A.1", "A.2", and "A.3".
- 1.2.1 Annex A.1 specified the requirements of the 5th Canadian Division Support Base Gagetown's Kitchen "H33 Static Feeding Requirements". The offeror **MUST** ensure 100% compliance with Annex "A.1" and "A.2", and the Lists of Products at Annexes "B.1" and "B.2". Any deviations **MUST** be approved by the Standing Offer Authority at Public Services and Procurement Canada (PSPC) in writing, PRIOR to bid closing. Failure to do so will render your bid non compliant and it will be rejected.
- 1.2.2 Annex "A.2" specifies the requirements for the "One Stop Shop", which is DND's field exercises' food deliveries at specified locations within the 5th Canadian Division Support Base Gagetown Training Area and other locations in New Brunswick and in Prince Edward Island. The offeror **MUST** ensure 100% compliance with Annex "A.1" and "A.2", and the Lists of Products at Annexes "B.1" and "B.2". Any deviations **MUST** be approved by the Standing Offer Authority at Public Services and Procurement Canada (PSPC) in writing, PRIOR to bid closing. Failure to do so will render your bid non compliant and it will be rejected.
- 1.2.3 Annex "A.3" specifies the requirements for CSC's Institutions, outlining their miscellaneous grocery requirements. The offeror **MUST** ensure 100 % compliance to this Annex "A.3" and the List of Products in Annex "B.3". Any deviations **MUST** be approved by the Standing Offer Authority at Public Services and Procurement Canada (PSPC), in writing, PRIOR to bid closing. Failure to do so will render your bid non compliant and it will be rejected.
- 1.3 An offer must be submitted for each period, as per the schedule in Appendix 1 to Annex "B". Offerors may bid on any period of their choice. The offeror must ensure 100% compliance to this Annex "A" and the attached «List of Products» in Annex "B".

2. Food Quality Specifications

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

FQS # & Description	SQA et Description	Catalogue # English	Numéro de catalogue
FQS-01 Eggs	SQA-01 Oeufs et produits d'œufs	D2-531/01-2018E-PDF	D2-531/01-2018F-PDF
FQS-02 Beef	SQA-02 Boeuf	D2-531/02-2018E-PDF	D2-531/02-2018F-PDF
FQS-03 Veal	SQA-03 Veau	D2-531/03-2018E-PDF	D2-531/03-2018F-PDF

FQS-04 Pork	SQA-04 Porc	D2-531/04-2018E-PDF	D2-531/04-2018F-PDF
FQS-05 Lamb	SQA-05 Agneau	D2-531/05-2018E-PDF	D2-531/05-2018F-PDF
FQS-06 Poultry	SQA-06 Volaille	D2-531/06-2018E-PDF	D2-531/06-2018F-PDF
FQS-07 Variety Meats	SQA-07 Abats comestibles	D2-531/07-2018E-PDF	D2-531/07-2018F-PDF
FQS-08 Prepared Meat and Meat by Products	SQA-08 Viande et sous-produits de viande préparés ou conservés	D2-531/08-2018E-PDF	D2-531/08-2018F-PDF
FQS-09 Fish and Seafood	SQA-09 Poissons et produits de la mer	D2-531/09-2018E-PDF	D2-531/09-2018F-PDF
FQS-10 Fresh Fruit	SQA-10 Fruits frais	D2-531/10-2018E-PDF	D2-531/10-2018F-PDF
FQS-11 Fresh Vegetables	SQA-11 - Légumes frais	D2-531/11-2018E-PDF	D2-531/11-2018F-PDF
FQS-12 Frozen Fruit	SQA-12 Fruits congelés	D2-531/12-2018E-PDF	D2-531/12-2018F-PDF
FQS-13 Frozen Vegetables	SQA-13 Légumes congelés	D2-531/13-2018E-PDF	D2-531/13-2018F-PDF
FQS-14 Canned Fruit	SQA-14 Fruits en conserve	D2-531/14-2018E-PDF	D2-531/14-2018F-PDF
FQS-15 Canned Vegetables	SQA-15 Légumes en conserve	D2-531/15-2018E-PDF	D2-531/15-2018F-PDF
FQS-16 Dried Fruit	SQA-16 Fruits séchés	D2-531/16-2018E-PDF	D2-531/16-2018F-PDF
FQS-17 Dehydrated Vegetables	SQA-17 Légumes déshydratés	D2-531/17-2018E-PDF	D2-531/17-2018F-PDF
FQS-18 Milk and Milk Products	SQA-18 Lait et produits laitiers	D2-531/18-2018E-PDF	D2-531/18-2018F-PDF
FQS-19 Cheese	SQA-19 Fromage	D2-531/19-2018E-PDF	D2-531/19-2018F-PDF
FQS-20 Misc Groceries	SQA-20 Produits d'épicerie divers	D2-531/20-2018E-PDF	D2-531/20-2018F-PDF
FQS-21 Pasta	SQA-21 Pâtes alimentaires et nouilles	D2-531/21-2018E-PDF	D2-531/21-2018F-PDF
FQS-22 Rice	SQA-22 Riz	D2-531/22-2018E-PDF	D2-531/22-2018F-PDF
FQS-23 Legumes	SQA-23 Légumineuses (légumineuses à grain)	D2-531/23-2018E-PDF	D2-531/23-2018F-PDF
FQS-24 Grains	SQA-24 Grain céréalier	D2-531/24-2018E-PDF	D2-531/24-2018F-PDF
FQS-25 Shortenings, Fats and Oils	SQA-25 Graisses alimentaires et les huiles	D2-531/25-2018E-PDF	D2-531/25-2018F-PDF
FQS-26 Butter and Margarine	SQA-26 Beurre et margarine	D2-531/26-2018E-PDF	D2-531/26-2018F-PDF
FQS-27 Sugar and Preserves	SQA-27 Sucres et conserves	D2-531/27-2018E-PDF	D2-531/27-2018F-PDF

FQS-28 Coffee and Tea	SQA-28 <i>Café et thé</i>	D2-531/28-2018E-PDF	D2-531/28-2018F-PDF
FQS-29 Ice Cream and Sorbets	SQA-29 <i>Crème glacée et sorbet laitier</i>	D2-531/29-2018E-PDF	D2-531/29-2018F-PDF
FQS-30 Pie Fillings and Pie Fruits	SQA-30 <i>Garniture de tarte et fruits à tarte</i>	D2-531/30-2018E-PDF	D2-531/30-2018F-PDF
FQS-31 Herbs, Spices and Seasonings	SQA-31 <i>Fines herbes et épices</i>	D2-531/31-2018E-PDF	D2-531/31-2018F-PDF
FQS-32 Soups, Sauces and Gravies	SQA-32 <i>Soupes, sauces et sauces au jus de viande</i>	D2-531/32-2018E-PDF	D2-531/32-2018F-PDF
FQS-33 Condiments and Condiment Sauces	SQA-33 <i>Condiments et sauces condimentaires</i>	D2-531/33-2018E-PDF	D2-531/33-2018F-PDF
FQS-34 Bread and Baked Products	SQA-34 <i>Pain et produits de boulangerie</i>	D2-531/34-2018E-PDF	D2-531/34-2018F-PDF
FQS-35 Fruit Juice	SQA-35 <i>Jus de fruit</i>	D2-531/35-2018E-PDF	D2-531/35-2018F-PDF
FQS-36 Cereals	SQA-36 <i>Céréales</i>	D2-531/36-2018E-PDF	D2-531/36-2018F-PDF
FQS-37 Flour and Mixes	SQA-37 <i>Farines, mélanges pour gâteaux, pour crêpes et pour gaufres</i>	D2-531/37-2018E-PDF	D2-531/37-2018F-PDF
FQS-38 Game	SQA-38 <i>Gibier</i>	D2-531/38-2018E-PDF	D2-531/38-2018F-PDF

3. Standards

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

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

4. Delivery

4.1 Delivery Location

4.1.1 The locations identified in "Appendix 1 to Annex A" are anticipated delivery points.

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

4.2 Period of Delivery

4.2.1 The supplier shall bear all risks of loss or damage to the goods until such time as they have been delivered to the requesting unit.

4.2.2 If products must be returned due to non-compliance, COST to return these products will be the responsibility of the supplier.

4.3 Delivery Vehicle(s)

4.3.1 Delivery of chilled, frozen food commodities will be made in climate controlled transport unless the consignee instructs otherwise.

4.3.2 The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, it is important that the environment it presents does not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.

4.3.3 The construction, maintenance, sanitation and refrigeration standards in addition to the handling practices must equate as closely, as is reasonably possible, to the standards required of a well-operated Canadian commercial grocer.

4.4 Delivery personnel

4.4.1 Delivery personnel must be covered by Worker's Compensation (WSIB) or similar program.

4.4.2 If the supplier, which is awarded the standing offer, chooses to contract out the Transportation Part of the standing offer, the supplier will be responsible for the Performance of that contractor.

4.5 Delivery Slips

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

4.6 Back Orders

4.6.1 Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative, at time of ordering or within 3 hours maximum; who in turn is the only approving authority for substitutions.

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

4.7 Discontinued Product

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

4.8 Substitutions

4.8.1 Substitutions will not be accepted without the approval of the requesting Food Services representative.

4.8.2 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 will therefore have to notify the Standing Offer Authority at PSPC of the change. Changes will only take effect when the Standing Offer Authority has accepted the change, with DND and/or CSC's approval. The Contractor must also advise the Standing Offer Authority at PSPC of any changes to product codes and the food representative at DND and /or CSC.

4.8.3 If the Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted.

4.9 Inspection and Acceptance

- 4.9.1 Final inspection and acceptance of product(s) rests solely with the consignee at the point of delivery. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee has the right to reject products at the time of delivery and unacceptable product(s) must be removed immediately by the Offeror;
- 4.9.2 Any damaged, stressed, opened, or repackaged products will not be accepted and will be returned to the supplier at the supplier's expense.
- 4.9.3 The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description and all products must be delivered in its original box or case.
- 4.9.4 The site authority will identify any discrepancies and/or short shipments of products at the time of delivery. The Contractor must issue a credit for all discrepancies and/or short shipments of products within seven (7) working days.

4.10 Rejections

- 4.10.1 The supplier agrees, upon notification of rejects or shortage of food products, to replace any and all shorted item **within (24) hours**, (delivery costs occurred to replace all rejected food items or shortfalls rest fully at the contractor's expense).
- 4.10.2 Rejections also cover deliveries that are not completed in compliance with the delivery requirements under 4. Delivery.

4.11 Packaging

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

All food items **MUST** be shipped to the specified delivery point on shrunk or stretch wrapped pallets no higher than 180 CM in height. Orders **MUST** be separated by individual units/kitchens and clearly identified with the name of the requesting unit/kitchen on at least (2) sides.

Food items **MUST** be palletized in segregated commodities of:

- a. Chilled;
- b. Frozen; and
- c. Dry or Canned Goods.

Food items MUST be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet.

Pallets MUST be loaded in such a way as to allow easy access for offloading with forklifts.

The supplier MUST not load pallets in a cinder block fashion.

The supplier is responsible for the offloading of all food items.

4.11.5 Sustainable packaging specifications

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

- Packaging

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

- Reusable

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

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

- Recyclable

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

- Recyclable packaging

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

- Compostable

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

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

- Excluded material

Often times packaging tape does not comply with the sustainable packaging specifications as reusable, recyclable or compostable material. As a result, packaging tape is considered to be excluded from the

sustainable packaging specifications until more market readiness studies become available to determine otherwise.

5. Call-Ups

5.1 Acknowledgment of call-ups

- 5.1.1 The Contractor must not proceed without receipt of a duly completed and authorized call-up;
- 5.1.2 The Contractor must acknowledge receipt of each call-up.

5.2 Minimum Call-Up

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

6. Invoicing

- 6.1 A bill of lading and a computerized purchase invoice one (1) copy (an original) must be provided to the consignee at the time of each delivery. Hand written invoices will not accepted.
- 6.2 The consignee's delivery representative will verify with the supplier's representative that all items shipped have been received using the bill of lading provided by the supplier.

7. Quality Assurance

- 7.1 The «Food Quality Specifications (FQS) - Food purchased by federal government departments » will be used as reference for quality control for all food products. These specifications can be found on publications.gc.ca by searching the catalogue numbers as per attached listing.
- 7.2 Frozen food products must be delivered individually quick-frozen with an internal temperature of not greater than minus eighteen degrees Celsius.
- 7.3 All products must be of recent production and have the latest production date available, the shelf life or best before date must be clearly indicated on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.
- 7.4 Final inspection and acceptance of the food product will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.
- 7.5 Products having outdated Best Before Dates **WILL** be returned to the supplier at the supplier's cost.

8. Product Recall

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

9. Miscellaneous Items

-
- 9.1 Miscellaneous items are items that are not specified in Annex B and are not required by the client on a regular basis.
- 9.2 Miscellaneous items will be paid in accordance with the % mark-up outlined in Annex B and the Contractor's regular, seasonal and sale catalogues or current published price lists in effect at the time of call-up.
- 9.3 The total amount of miscellaneous items incorporated on any call-up must not exceed 25% of the individual call-up total value (taxes included).
- 9.4 Your price is to be in accordance with the lowest prices charged to your most favored customer for like quality and quantity of product on the date of delivery. You hereby certify that the prices charged under this method of supply will be computed in accordance with the same accounting principles applicable to the prices shown herein.

10. Environmental Considerations

- 10.1 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;
- 10.2 Any plastic used to wrap the pallets must be reusable, recyclable or compostable in accordance with the definitions in section 4.11.4;
- 10.3 Provide Polyethylene Terephthalate and High-density polyethylene plastic containers when available;
- 10.4 Deliveries should be made in hybrid vehicles if the Contractor or its subcontractor has hybrid vehicles in their fleet;
- 10.5 Contractors' facilities should use LED lighting.

11. Price List Updates

- 11.1 The pricing provided by the Contractor in Annex B is firm for the entire period of the Standing Offer.

12 Vendor's Performance:

- 12.1 The vendor's performance will be monitored by the Food Services Representative or his designated representative.
- 12.2 "Performance Factors" will include, but NOT limited to:
- a. Ability to PROVIDE items and quantities ordered;
 - b. Ability to immediately COMMUNICATE unavailability of products ordered at time of ordering (or within 2 hours maximum);
 - c. Ability to provide products as per sizes requested at quoted prices;
 - d. Ability to deliver within required time frame AND the necessary location required at the site;
 - e. Ability to provide required quality service and products at all time;

If at any time the performance is NOT satisfactory, documentation will be forwarded to Public Works and Government Services Canada.

- 12.3 High quality product and service as defined in the "Food Quality Specifications" will be required during the period of this standing offer. Failure to provide the level of quality of goods and services as defined herein OR non-compliance with the product descriptions at Annex B, the List of Products, more than seven (7) times over the period of the standing offer will result in the following:
- a. Initial notice of failure to provide the level of service required, quality products or correct product size etc....;
 - b. Additional incidents will result in a written notification requesting corrective action; and
 - c. For an eighth incident, the vendor will be advised that their Standing Offer has been set-aside, and no further call-ups will be processed.

Annex A.1

Static Feeding Requirements for 5th Canadian Division Support Base Gagetown's Kitchen H33

1 Requirement

- 1.1 Annex "A."1 specified the requirements of the 5th Canadian Division Support Base Gagetown's Kitchen "H33 Static Feeding Requirements". The offeror MUST ensure 100% compliance with Annex "A.1" and "A.2", and the Lists of Products at Annexes "B.1" and "B.2". Any deviations MUST be approved by the Standing Offer Authority at Public Services and Procurement Canada (PSPC) in writing, PRIOR to bid closing. Failure to do so will render your bid non compliant and it will be rejected.

2 Call-Up Procedures

- 2.1 All orders will be placed in writing.
- 2.2 All orders will be placed a minimum of two (2) days prior to the expected day of delivery.

3 Discrepancies and Substitutions

- 3.1 Substitutions will not be accepted without the approval of the requesting Food Services Representative. Any changes deriving from the manufacturer such as change in case sizes or discontinued product must be brought to the attention of the Standing Offer Authority also any change in product codes.
- 3.2 All food item substitutions shall be clearly identified on the invoice. Items that are not readily available for delivery within 24hrs from the supplier at the time of original delivery will *not be back ordered* by the supplier unless prior verbal or written approval from the Units Food Services representative is received.

4 Delivery

- 4.1 Deliveries must to be made directly to Kitchen H33, and must be between the hours of 07h30 and 11h30, Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. The supplier shall bear all risks of loss or damage to the goods until such time as they have been placed at the disposal of requesting kitchen.
- 4.1.1 The supplier is responsible for the offloading of all food items onto the dock for Kitchen H33.
- 4.2 Food Services Representatives will be able to make MINOR amendments to the original order up until 1400hrs, from Monday to Friday for Kitchen H33.
- 4.3 Products must be delivered with a Transport Truck or Straight Truck.

5 Invoicing

- 5.1 The supplier must only charge for the items delivered and accepted. The supplier is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by consignee's representative at time of delivery.
- 5.2 The supplier agrees to provide the consignee with a detailed credit receipt within (7) working days for Kitchen H33 from delivery for all items that the consignee and supplier agree that was shorted

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or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier provides the Consignee with approved credit receipt. The supplier must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices must contain the following information:

Stating Feeding Requirements for Kitchen H33

Name of Requesting Kitchen - H33
Kitchen's Complete Mailing Address
Invoice control number
Delivery Date

6 Quality Assurance

- 6.1 Perishable items **MUST** have a minimum of seven (7) days to the best before date.

Annex A.2

One Stop Shop Requirement for DND Field Kitchen

1 Requirement

- 1.1 Annex "A.2" specifies the requirements for the "One Stop Shop", which is DND's field exercises' food deliveries at specified locations within the 5th Canadian Division Support Base Gagetown Training Area and other locations in New Brunswick and in Prince Edward Island. The offeror **MUST** ensure 100% compliance with Annex "A.1" and "A.2", and the Lists of Products at Annexes "B.1" and "B.2". Any deviations **MUST** be approved by the Standing Offer Authority at Public Services and Procurement Canada (PSPC) in writing, PRIOR to bid closing. Failure to do so will render your bid non compliant and it will be rejected.
- 1.2 The scope of service is to provide all required food commodities at specified times to meet the particulars of the standing offer. Personnel from Canadian Forces Field Units and Foreign Army Visiting Units will meet your employees at the specified points of delivery to receive the food order.

2 Discrepancies and Substitutions

- 2.1 Substitutions will not be accepted without the approval of the requesting Food Services Representative for One Stop Shop. Any changes deriving from the manufacturer such as change in case sizes or discontinued product must be brought to the attention of the Standing Offer Authority also any change in product codes.
- 2.2 Applicable to One Stop Shop Only: Food item substitutions will not be accepted without the approval of the Units Food Services Representative. All discrepancies in the delivery of products different from those ordered shall be recorded on the bill of lading invoice.
- 2.3 All food item substitutions shall be clearly identified on the invoice. Items that are not readily available for delivery within 24hrs from the supplier at the time of original delivery will not be back ordered by the supplier unless prior verbal or written approval from the Units Food Services representative is received.

3 Invoicing

- 3.1 The supplier must only charge for the items delivered and accepted. The supplier is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by consignee's representative at time of delivery.
- 3.2 The supplier agrees to provide the consignee with a detailed credit receipt within three (3) working days for One Stop Shop from delivery for all items that the consignee and supplier agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier provides the Consignee with approved credit receipt. The supplier must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices must contain the following information:

One Stop Shop
Name of Requesting Units Chief Cook, and Rank
Name of the Canadian Forces Field Unit or Foreign Army Visiting Unit.
Units Complete Mailing Address

Unit area code and phone number

Exercise name

Each order is to be invoiced separately by unit and must accompany the food shipment.

4 Delivery

4.1 Products must be delivered with a Transport Truck or Straight Truck.

4.2 Reimbursement for Damaged Pallets/Milk Crates

The consignee agrees to provide the supplier with reimbursement for all lost or damaged Milk Crate, Bread Racks or Serialized Pallets at the completion of the standing offer period. The supplier agrees to provide the consignee with a count of all crates at the time of each delivery, the consignee is to provide the supplier with a count of all returns.

These items will be invoiced to HQ Canadian Field Units and Foreign Visiting Units.

The supplier agrees to bill at a fixed cost per unit to replace all loss or damaged racks as follows:

A) \$ _____ Per Serialized Pallets (only if required)

B) \$ _____ Per Milk Crate (only if required)

4.3 Field Unit Deliveries

4.3.1 The supplier agrees to provide delivery to 5 CDSB Gagetown Training Area **and** other locations in New Brunswick and Prince Edward Island **on or about 07:30hrs** from Monday to Friday as requested by a Food Service Representative.

4.3.2 Deliveries must be made direct to a specified location on an "**as required**" basis. The requesting Field Unit reserves the right to make changes to the delivery schedule due to operational requirements. Any changes to the delivery schedule will be made to the supplier, in writing, **not less than 2 working days in advance**.

4.3.3 The supplier shall bear all risks of loss or damage to the goods until such time as they have been placed at the disposal of requesting unit. Should the supplier be unable to effectively deliver to the designated locations, due to circumstances beyond its control, the Field Unit requesting food and the contractor shall agree on the nearest practice point where the goods can be delivered. If and when the contractor's vehicles require military escort, the Field Unit requesting food must be notified no less than 48 hours prior to the delivery.

4.4 Service Levels

4.4.1 All orders will be placed on an "as and when required" basis. Orders will be submitted to the supplier accordingly, prior to the expected day of delivery, by the Designated Field Units representatives forwarded by phone, fax or Email. **Supplier will be provided with approximately 3 to 4 weeks' notice of an upcoming Field Exercise for inventory planning.**

NOTE: The supplier will only place an order for Fluid Milk & Cream with the dairy once the actual Individual Call-Up document is received by DND/the ordering Unit which then becomes a contract and cannot be cancelled. The supplier must never verbally accept any orders for milk & cream.

DND personnel will be able to make **MINOR** amendments to the original order up until **1400hrs**, from **Monday to Sunday**.

- 4.4.2 Once a food order has been placed with the supplier, the requesting Field Unit may cancel the order ***within 2 days' notice*** of the food order delivery. Cancellation of food orders less than 2 days notification will remain at the discretion of the supplier.

5 Quality Assurance

- 5.1 All meat and meat products must be processed in European Union, US or Canadian inspected plants.
- 5.2 Fresh chilled or frozen products must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that frozen products must be maintained at -18° C or lower, and fresh chilled products between 4° C and 1° C until delivery. All fresh chilled or frozen products must be delivered in refrigerated vehicles and show no evidence of deterioration. Frozen products must not have been frozen for longer than specified below since the date of processing in the fresh state.

Fresh Meat

Beef – Steaks, Roasts
Pork – Chops, Roasts
Lamb – Chops, Roasts
Veal Roasts
Chicken/Turkey - whole
Chicken/Turkey – pieces

Freezer at -18 °C (0 °F) or lower

10-12 months
8-12 months
8-12 months
8-12 months
1 year
6 months

Annex A.3

Correctional Service of Canada (CSC) Institutions

1 Requirement

- 1.1 Annex "A.3" specifies the requirements for CSC's Institutions, outlining their miscellaneous grocery requirements. The offeror **MUST** ensure 100 % compliance to this Annex "A.3" and the List of Products in Annex "B.3". Any deviations **MUST** be approved by the Standing Offer Authority at Public Services and Procurement Canada (PSPC), in writing, **PRIOR** to bid closing. Failure to do so will render your bid non compliant and it will be rejected.

2 Call-Up Procedures

- 2.1 All call-ups **MUST** be placed no later than by 1100hrs three (3) calendar days prior to the expected day of delivery.
- 2.2 Institution Personnel will be able to make **MINOR** amendments to the original order up until 1100hrs, one (1) business day prior to the expected day of delivery.
- 2.3 At time of a call-up, if a product is not available or if the total quantity ordered is not available, the supplier or his representative **MUST** advise the requesting Food Services Officer, or his delegated representative, of the unavailability within (2) hours to (4) hours maximum who in turn is the only approving authority for substitutions.

3 Invoicing

- 3.1 The supplier must only charge for the items delivered and accepted. The supplier is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by client's representative at time of delivery. The supplier agrees to provide the client with a detailed credit receipt within (7) working days from delivery for all items that the client and supplier agree that was damaged prior to delivery. There shall be no items shorted as all orders are on a Fill or Kill Basis. Invoices will not be forwarded for payment until the Supplier provides the Client with approved credit receipt. The supplier must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices **MUST** contain the following information:

1. Purchase Order Number
2. Attention: Name of Requesting Site
3. Complete Mailing Address
4. Invoice Control Number
5. Delivery Date

4 Delivery

4.1 Deliveries to the Atlantic Institution (AI) in Renous, NB

- 4.1.1 Atlantic Institution will require **one (1) delivery per week**.
- 4.1.2 Deliveries are accepted each day from **Monday to Friday** from **0800hrs until 1100hrs** and between **1300hrs and 1500hrs** (deliveries must be completed by 1100hrs and 1500hrs).

-
- 4.1.3 Emergency Deliveries will be accepted as per their regular delivery hours but up until 1600hrs (delivery completed), if required, with prior arrangements.
- 4.1.4 All deliveries to Atlantic Institution **MUST** be made to the loading docks and are to be received by Central Receiving. All deliveries to Atlantic Institution must be made in truck with the capacity of completely backing inside the bay door with a loading dock **48" high**.
- 4.2 Deliveries to the Dorchester Penitentiary (DP) – Medium and Minimum Sectors, and the Regional Food Production Centre (RFPC) in Dorchester, NB**
- 4.2.1 Dorchester Penitentiary- Medium Sector will require **one (1) to two (2) delivery per week**
Dorchester Penitentiary – Minimum Sector - **two (2) deliveries per week MUST be provided**
- 4.2.2 Deliveries are accepted each day from **Monday to Friday** from **0800hrs until 1100hrs** and between **1300hrs and 1500hrs** (deliveries must be completed by 1100hrs and 1500hrs).
- 4.2.3 The days of delivery for DP Medium will be determined and confirmed between the Food Services Representative of the Institution and the Supplier.
- 4.2.4 For DP Minimum & the RFPC the days of delivery will be determined by the Chief of Food Services and the supplier.
- 4.2.5 Emergency Deliveries will be accepted as per their regular hours of delivery.
- 4.2.6 All deliveries to Dorchester Penitentiary Medium Sector must be made to the building indicated as «Procurement & Stores».
- 4.2.7 All deliveries to the Regional Food Production Centre (RFPC) and DP Minimum Sector **MUST be made to the «Regional Food Production Center Building» and all deliveries MUST be made in a truck no longer than 36 feet maximum in length.**
- 4.3 Deliveries to the Springhill Institution (SI) - Springhill, N.S.**
- 4.3.1 Springhill Institution will require **one (1) delivery per week**.
- 4.3.2 Deliveries are accepted each day from **Monday to Friday** from **0800hrs until 1100hrs** and between **1300hrs and 1500hrs** (deliveries must be completed by 1100hrs and 1500hrs).
- 4.3.3 Emergency Deliveries will be accepted during the same hours as regular deliveries.
- 4.3.4 All deliveries to Springhill Institution **MUST** be made directly to the Back Door of the Kitchen. The truck **MUST ALWAYS** be capable to go directly to the Kitchen's Back Door.
- 4.4 Dorchester Penitentiary and Springhill Institution have two sectors of security, medium and minimum. The orders from both sectors must be delivered together at the same time only once in one day. Orders to the Regional Food Production Center in Dorchester should also be delivered at the same time, if possible.
- 4.5 The day of delivery is to be determined between a representative from each Institution and the Successful Bidder **PRIOR** to the date of commencement of the standing offer.
- 4.6 All security policies must be adhered to for deliveries on institutional grounds.

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4.7 There **MUST** be NO liquor and NO cigarettes/drugs, legal or illegal, in the delivery trucks at any time for each of the Institutions.

4.8 Deliveries **WILL NOT** be accepted at any other location on the premises of the Institutions.

5 Quality Assurance

5.1 All frozen and canned fruit and vegetables supplied must be graded in accordance with the Canadian standards and the grade supplied must be of equal or exceed the grade specified at the time of the order.

APPENDIX 1 to ANNEX A

LOCATIONS

1. Zones

1.1 Contractors must deliver to all applicable locations identified in Annex A.

Zone 1 – Nova Scotia

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Service Canada	Springhill Institution	330 McGee Street, P.O. Box 2140, Springhill, NS, B0M 1X0	

Zone 2 – New Brunswick

Department	Location Name	Location Address	Delivery Information and Special Instructions
Correctional Service Canada	Atlantic Institution	13175 Route 8, PO Box 102, Renous, NB, E9E 2E1	
	Dorchester – Medium Security	4902 Main Street Dorchester NB E4K 2Y9	
	Dorchester – Minimum Security	4902 A Main Street, Dorchester, NB, E4K 2Y9	
	Dorchester – Minimum SGMP	4902 Main Street, Dorchester, NB E4K 2Y9	Also known as the Regional Food Production Centre
Department of National Defence	CFB Gagetown	5th Canadian Division Support Base Gagetown Oromocto, New Brunswick E2V 4J5	Various kitchen locations within CFB Gagetown. Addresses will be included on the Call-up

Zone 3 – Prince Edward Island

Department	Location Name	Location Address	Delivery Information and Special Instructions
Department of National Defence	Summerside	Summerside, PE, C1N 4P6	Field Training Location
	Charlottetown	Charlottetown, PE, C1A 0C4	Field Training Locations

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. All shipping charges are included in the quoted prices per item.
2. Estimated Usages are based on typical client department volumes in each zone. Due to COVID-19 measures taken at client department locations, food service may be reduced and may impact ordering volume and frequency.
3. Special Order Product(s) are products that are not listed in the Excel part of Annex B. Offerors are requested to fill out Special Order Products that are requested using call-ups against a Standing Offer. The call-ups will be charged in accordance with the Offeror's cost, plus the Offeror's maximum percentage mark-up as indicated in their bid.
4. **Please note:** Offerors must complete all pricing and description columns, even if their proposed line item's case description is the same as the Case Description provided in the Requirement. 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.
5. Bidders will be required to submit their bid electronically for evaluation purposes, via email, if ePost is not used to submit the bid. No handwritten bids will be accepted.

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APPENDIX 1 TO ANNEX B

SCHEDULE OF TENDER CLOSING DATES

Period Identification N°	Term of the Standing Offer	Closing Date
EC095-220004-01/A	1 May 2022 – 30 October 2022	13 April 2022
EC095-220004-02/A	1 November 2022 – 30 April 2023	28 September 2022

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

ELECTRONIC PAYMENT INSTRUMENTS

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

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

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ANNEX " C "

STANDING OFFER USAGE REPORTING FORM

Company Name: _____

Standing Offer No. EC095-220004 – Misc Groceries						
Month/Term:						
Unitrak/FSIMS Code	Offerors Code	Item Description	Case Description	Quantity	Firm UoM Price	Firm Case Price
Monthly Total						\$

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

PREPARED BY:

NAME: _____ TELEPHONE No.: _____

SIGNATURE: _____ DATE: _____

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ANNEX “ D ”

SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY

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

Department/Unit (with complaint)

Date of Discrepancy

Supplier/Company Name

Standing Offer #

Supplier Product Code

Unitrak or FSIMS Code

1. TYPE OF DISCREPANCY (Check appropriate remarks below)

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

2. ACTION TAKEN (Check appropriate remarks below)

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

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

4. DATE SUBMITTED

5. CONTACT NAME

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ANNEX “E” DIRECTORS AND/OR OWNERS OF THE BIDDER

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER

(Choose and insert if applicable - [Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.](#))

Complete Legal Name of Supplier: _____

Supplier Address: _____

NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.

2. Procurement Business Number (PBN)

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

Procurement Business Number: _____

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

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.

Canadian Small Business⁵

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>

⁵ http://www.ic.gc.ca/eic/site/061.nsf/eng/h_03114.html

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.)
 - Chinese
 - Black
 - Filipino

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- 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: _____%

ANNEX "G" COVID-19 VACCINE DEFINITIONS

Fully Vaccinated - COVID-19 (supplier personnel delivering services in Canada as of October 6, 2021)

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received both doses of a Health Canada authorized vaccine that requires 2 doses to complete the vaccination series (as of September 16, 2021): Pfizer-BioNTech Comirnaty COVID-19 vaccine, Moderna Spikevax COVID-19 vaccine, or AstraZeneca Vaxzevria COVID-19 vaccine.
- Received mixed dose vaccination series are accepted as long as it aligns with NACI Recommendations on the use of COVID-19 vaccines.
- Received 1 dose of a Health Canada authorized vaccine that only requires 1 dose to complete the vaccination series (as of September 16, 2021): Janssen (Johnson & Johnson) COVID-19 vaccine.
- For current residents of Quebec only, have had a laboratory-confirmed COVID-19 infection followed by at least 1 dose of a Health Canada authorized COVID-19 vaccine.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

Fully Vaccinated - COVID-19 (supplier personnel delivering services outside of Canada as of October 6, 2021)

Supplier personnel are considered fully vaccinated 14 days after they have either:

- Received 1 additional dose of an mRNA vaccine at least 28 days after a complete or incomplete course/series of a non-Health Canada authorized vaccine.
- Met the definition for fully vaccinated in the jurisdiction in which they currently reside.
- Received 3 doses of any COVID-19 vaccine regardless if they are Health Canada authorized vaccines or non-Health Canada authorized vaccines.

Definition will be adjusted if and as required when the National Advisory Committee on Immunization (NACI) makes any future recommendations.

Partially vaccinated

For the purpose of this Policy "partially vaccinated" refers to supplier personnel who have received 1 dose of a Health Canada authorized vaccine, but who have not received a full vaccination series, and do not meet the definition of fully vaccinated.

Personnel

Means all persons employed by the supplier or conducting work for or on behalf of the supplier, including but not limited to, subcontractors, subcontractors' employees, consultants and agents.

Supplier

For the purpose of this Policy Notification, the term 'supplier' includes bidders, contractors, offerors, and suppliers (in the context of Supply Arrangements).

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Vaccination

Vaccination is the term used for receiving a vaccine, usually through an injection.

Vaccine

A vaccine is a substance used to stimulate the immune system and provide immunity against one or several diseases, prepared from the causative agent of a disease, its products, or a synthetic substitute, treated to act as an antigen without inducing the disease.

Workplace

Means a place of work owned or operated by the Government of Canada where employees of the Government of Canada are engaged in work for the Government of Canada.

ANNEX "H" COVID-19 Vaccination Requirement Certification Form

COVID-19 Vaccination Requirement Certification Form

Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to Contract
_____ (*contract number*), warrant and certify that all personnel that
_____ (*name of business*) will provide on this Contract who access
federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

This certification supersedes any previous certification submitted to the Government of Canada regarding compliance with the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel under the aforementioned contract.

Signature: _____
Date: _____

Optional

For data purposes only, initial below if your business already has its own vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in

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accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.