

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

## Bid Receiving - PWGSC / Réception des soumissions - TPSGC

**Voir dans le document/  
See herein**

NA  
Quebec  
NA

## 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**

Food Supply, Montel/Alimentation, Montréal  
Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> RMSO Kosher meals	
<b>Solicitation No. - N° de l'invitation</b> E6MON-22PQKO/A	<b>Date</b> 2022-04-05
<b>Client Reference No. - N° de référence du client</b> E6MON-22PQKO	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTR-505-16428
<b>File No. - N° de dossier</b> MTR-1-44241 (505)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à    02:00 PM</b> Eastern Standard Time EST <b>on - le 2023-01-05</b> Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b> Voir doc.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Caruso, Anna	<b>Buyer Id - Id de l'acheteur</b> mtr505
<b>Telephone No. - N° de téléphone</b> (514)207-5319 (   )	<b>FAX No. - N° de FAX</b> (   ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA PLACE BONAVENTURE PORTAIL S-O 800 RUE DE LA GAUCHETIERE B7300 MONTREAL Québec H5A1L6 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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Solicitation No. - N° de l'invitation  
E6MON-22PQKO/A  
Client Ref. No. - N° de réf. du client  
E6MON-22PQKO

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTR-1-44241

Buyer ID - Id de l'acheteur  
MTR-505  
CCC No./N° CCC - FMS No./N° VME

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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:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 other annexes.

### **1.2 Summary**

#### **1.2.1 Requirement**

Public Works and Government Services Canada (PWGSC) wishes to establish Regional Master Standing Offers (RMSO) for the provision and delivery of Kosher meals on an as and when needed basis to all federal departments and ministries located in the Province of Quebec.

The proposed term of the request for standing offer is for one (1) year from June 1, 2022 to May 31, 2023 and is divided into three (3) periods of four (4) months each.

The Offeror can submit pricing on as many or as few line items as they wish for each zone they are providing an offer. Offers will be evaluated on the highest amount of line items offered and then on a line item basis.

The RFSO may result in the issuance of up to two (2) Standing Offers per region and per period.

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

### 1.3 Debriefings

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO. <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/24>

Subsection 21, Code of Conduct for Procurement—bid of the Standard Instructions 2006 is amended as follows

Delete: "21 (2016-04-04) Code of Conduct for Procurement—offer

"The *Code of Conduct for Procurement* (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive."

Insert: "21 (2022-01-27) Code of Conduct for Procurement - offer

The Code of Conduct for Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement, may render the offer non-responsive."

## 2.2 Submission of Offers

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

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

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**Note: Offers will not be accepted if emailed directly to this email address.** This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect. (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2006/active>)

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

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

## 2.3 Enquiries - Request for Standing Offers

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

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

## 2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory*).

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**

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

The offer must be gathered per section and separated as follows:

Section I: Financial Offer – Annex B (Excel copy)  
Section II: Certifications

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

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.)

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

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

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

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

If Annex "D" 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5) (2013-11-06), Exchange Rate Fluctuation  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5>

## 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 H Social Procurement Supplier Self-Identification Form.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Financial Evaluation

The Offerors must submit with their offers, their proposed pricing information in accordance with Annex B – Basis of Payment, in Canadian Funds excluding applicable taxes. Pricing must be provided for any line item for each zone the Offerors are submitting their respective offers. Failure to submit a line item's pricing information according to criteria of columns R, S, T, U and V of Annex B – Basis of Payment will result in the line item being disqualified and fail the mandatory financial criteria for the particular line item. For instance, for column S, the item measurement unit must be picked from the drop-down menu. If that item measurement unit is altered then that line item will be disqualified for not having met the mandatory financial criteria.

The evaluation of the tenders will be based on the unit price of each item detailed in Annex B - Basis of Payment - List of Products.

The evaluation of bids will first be done on the respect of mandatory brands and formats. All items that do not respect the mandatory brand and/or format requirements will be rejected from the offer.

Then the offers are evaluated on the format offered versus the format requested. Any items that do not offer the same format as that requested, are standardized to determine its real unit price as follows:

Example:                      Format requested: 4 L  
                                      Format offered: 3.8 L at \$5.25  
                                      Standardized price:  $(\$5.25 \times 4L) / 3.8L = \$5.53/L$

Note that the quantities indicated in the Annex B are estimated for each period of the standing offer. The actual quantities ordered may therefore be different.

#### 4.1.2 Evaluation of price

[M0222T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0222T/4) (2016-01-28), Canadian/Foreign Offerors  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/M/M0222T/4>

Packaging, transportation and delivery costs must be included in all unit prices offered in Annex B.



## 4.2 Basis of Selection – Multiple Items

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

A maximum of two (2) Standing offers will be awarded for each region and for each period.

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

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

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

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

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

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

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

"FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

### **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](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), 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](https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD0x) (SRI). (<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD0x>)

For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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

### **A. STANDING OFFER**

#### **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annexes A / B / C.

#### **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.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>

Subsection 14 of 2005, General Conditions – Standing Offers – Goods or Services is amended as follows:

Delete: “2005 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer  
The Offeror agrees to comply with the *Code of Conduct for Procurement* (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

Insert: “2005 14 (2022-01-27) Code of Conduct for Procurement – Standing Offer  
The Contractor agrees to comply with the Code of Conduct for Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract.”

### 6.3.2 Standing Offers Reporting – **MANDATORY**

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

The Offeror must provide every **four (4) months**, reports on use of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports must be submitted on the appropriate document, which will be provided to the Offeror by the Standing Offer Authority, and forwarded no later than fifteen (15) days after the designated reporting period.

Reports have to be sent to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGCSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGCSC@tpsgc-pwgsc.gc.ca)

## 6.4 Term of Standing Offer

### 6.4.1 Period of the Standing Offer (to be completed at the issuance of the offer)

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at **Annex “C”** of the Standing Offer.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

**Anna Caruso**  
Procurement Agent  
Public Works and Government Services Canada  
Acquisitions Branch  
800, rue de la Gauchetière West, Suite 7300  
Montréal, Québec H5A 1L6  
Telephone: (514) 207-5319

Email address: [anna.caruso@tpsgc.gc.ca](mailto:anna.caruso@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.

### 6.5.3 Offeror's Representative (to be completed by the Offeror)

#### General enquiries

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

### 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 **\$40 000.00** (Applicable Taxes included).

## 6.9 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  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2005/14>
- d) the general conditions 2010A (2021-12-02) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract;  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/20>
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment – List of Products;
- g) Annex C, Delivery Addresses;
- h) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer*: “as clarified on \_\_\_\_\_” **or** “as amended on \_\_\_\_\_” *and insert date(s) of clarification(s) or amendment(s) if applicable*).

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## 6.10 Certifications and Additional Information

### 6.10.1 Compliance

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

### 6.11 Applicable Laws (to be completed by the Offeror please insert the name of the province or territory in Canada).

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 \_\_\_\_\_.

### 6.12 Transition to an e-Procurement Solution (EPS)

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

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

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

## B. RESULTING CONTRACT CLAUSES

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

### 6.1 Requirement

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

### 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.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/20>

Section 16 Interest on Overdue Accounts, of 2010A (2021-12-02) will not apply to payments made by credit cards.

Subsection 32 of 2010A: General conditions: Goods (medium complexity) is incorporated as follows:

2010A 32 (2021-11-04) Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
  - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or
  - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:
  - Criminal Code*
    - i. section 279.01 (Trafficking in persons);
    - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
    - iii. subsection 279.02(1) (Material benefit - trafficking);
    - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
    - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
    - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
  - Immigration and Refugee Protection Act*
    - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).



6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
  - i. in the case of a conviction, whether the court acted within its jurisdiction;
  - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
  - iii. whether the court's decision was obtained by fraud; or
  - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

### **6.3 Term of Contract**

#### **6.3.1 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 - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid **firm unit prices as specified** in Annex B. 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C6000C/active) (2017-08-17) Limitation of Price  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C6000C/active>

#### **6.4.3 Single Payment**

SACC Manual clause [H1000C](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2) (2008-05-12) Single Payment  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1000C/2>

#### **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);



## 6.5 Invoicing Instructions

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

## 6.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3>

## 6.7 SACC Manual Clauses

[A9068C](#) (2010-01-11) Government Site Regulations  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9068C/2>

[D3007C](#) (2007-11-30) Inspection and Stamping  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D3007C/1>

[D0014C](#) (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D0014C/1>

[D0018C](#) (2007-11-30) Delivery and Unloading  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D0018C/1>

[D3004C](#) (2007-11-30) Type of Transport  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/D/D3004C/1>

## 6.8 Inspection and Acceptance

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

## 6.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

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File No. - N° du dossier  
MTR-1-44241

Buyer ID - Id de l'acheteur  
MTR-505  
CCC No./N° CCC - FMS No./N° VME

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- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **ANNEX « A »**

### **REQUIREMENT**

#### **Description**

Public Works and Government Services Canada (PWGSC), Québec Region, on behalf of various government departments has a requirement for a Regional Master Standing Offer for the supply, delivery and offloading of various Kosher meals on an as and when requested basis for the period of the RMSO.

#### **Food quality specifications (FQS)**

All products must comply with the Food Quality Specifications (FQS) in the following link:

<http://publications.gc.ca/site/eng/search/search.html?st=1&ssti=1&ast=food+quality+specifications+food+purchased+by+federal+government+departments&cnst=& e=on& f=on& adof=on>

#### **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.
- e) [ISO Standard 11156:2011 – Packaging – Accessible Design – General Requirements](https://www.iso.org/standard/50175.html) applicable for foods and beverages. (<https://www.iso.org/standard/50175.html>)

#### **Period of Delivery**

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

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

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

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

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

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

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

#### **Delivery Slips**

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

### **Back Orders**

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

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

### **Discontinued Product**

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

### **Substitutions**

The Contractor must supply the products in the size quoted and outlined in the Basis of Payment. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Contractor must notify the Standing Offer Authority to obtain their acceptance of the replacement Size.

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.

Any Call-ups placed within a specified period of a Standing Offer must be delivered within the delivery times stated above. The prices charged must be based on the firm unit prices of the Standing Offer in effect at the time of the order, even if the delivery takes place on the days following the end of the period covered by the Standing Offer.

### **Inspection and Acceptance**

Final inspection and acceptance of product(s) rests solely with the consignee at the point of delivery. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee has the right to reject products at the time of delivery and unacceptable product(s) must be removed immediately by the Offeror.

The 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.

### **Rejections**

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

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

### **Packaging**

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

Items must be packaged to prevent cross-contamination. Like items by category are encouraged to be

placed together and different categories must be separated. For example, raw meat must not be packaged together with fresh mushrooms if the Contractor holds more than one Standing Offer and is delivering different categories at the same time;

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.

### **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.

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

Any request to access a CSC federal Institution of by a supplier must have been completed and sent to CSC prior to delivery. Personal information is collected under the authority of the *Corrections and Conditional Release Act* in order to authorize access to a federal institution (See Annex F of the solicitation document as a reference only).

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

The delivery vehicles may be subjected to a search at all times when entering and exiting the institutions.

### **Call-Ups**

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

The Contractor must acknowledge receipt of each call-up.

Although there is no minimum value for call-ups, they must however represent a reasonable amount of goods to ensure that deliveries will be cost-effective for the supplier and suitable for the departments.

Client departments must make every effort to ensure that the value of call-ups is high enough for suppliers to ensure that delivery is cost-effective.

### **Product Recall**

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

### **Environmental Considerations**

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.

Any plastic used to wrap the pallets must be reusable, recyclable or compostable in accordance with the definitions in Sustainable packaging specifications section.

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

Deliveries should be made in hybrid vehicles if the Contractor or its subcontractor has hybrid vehicles in their fleet.

Contractors facilities should use LED lighting.

**ANNEX « B »**

**BASIS OF PAYMENT - LIST OF PRODUCTS**  
**(EXCEL SPREADSHEET ATTACHED)**

**THE EXCEL SPREADSHEET CONTAINS THE FOLLOWING WORKSHEETS:**

- (a) **Calendar** - This page contains the precise closing date (s) for each period related to the Request for Standing Offer.
- (b) **Page 0X–Périod 0X** – This is the cover page to be used for the submission of your offer for the appropriate period. This page must be completed, signed and dated by the Offeror and must be submitted with your bid.
- (c) **ListeMinistère P0X** – This page contains the List of Products for each period and must be completed by the Offeror. This List of Products is used by PWGSC for financial evaluation purposes. The Offeror must ensure that it is complete and contains all the items offered (product code, brands (if required), formats and prices). The offeror does not have the obligation to offer all requested items.

**ANNEX « C »**

**DELIVERY ADDRESSES**

**IMPORTANT:**

The Offeror must be able to deliver the items offered for all delivery addresses listed below for the region or regions for which an offer has been submitted.

There are 2 distinct regions. A bid may be submitted for either or both regions.

- Region 1: Province of Québec (includes Québec (Donnacona), Montreal and La Macaza).

- Region 2: Port-Cartier.

**REGION 1 CONTAINS :**

**QUEBEC REGION**

<b><u>DELIVERY ADDRESSES</u></b>	<b><u>DELIVERY TIMES</u></b>	<b><u>SPECIAL INSTRUCTIONS</u></b>
<b>Correctional Service Canada Donnacona Institution</b> 1537, route 138 Donnacona (Québec) G3M 1C9	Monday to Friday Between 8:00 and 10:45 am and between 1:00 and 2:45 pm.	

**MONTREAL REGION**

<b><u>DELIVERY ADDRESSES</u></b>	<b><u>DELIVERY TIMES</u></b>	<b><u>SPECIAL INSTRUCTIONS</u></b>
<b>Correctional Service Canada Federal Training Centre – Site 600</b> 600, Montée St-François Laval (Québec) H7C 1S5	<b><u>Food services</u></b> Monday to Friday between 8:00 and 11:15 am and between 12:30 à 3:00 pm.  <b><u>Canteen</u></b> Monday to Friday between 8:30 and 11:00 am and between 1:00 and 3:00 pm.	For CANTEEN - Services Dock
<b>Correctional Service Canada Federal Training Centre – Site 6099</b> 205, Montée St-François Laval (Québec) H7C 1P1	Monday to Friday (preferably Monday, Tuesday and Wednesday), between 8:00 and 11:00 am.	<b><u>IMPORTANT:</u></b> Maximum height of delivery vehicles at the Federal Training Centre is 13'.  <b><i>(Barrier temporarily closed on Friday)</i></b>



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Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTR-1-44241

Buyer ID - Id de l'acheteur  
MTR-505  
CCC No./N° CCC - FMS No./N° VME

<u><b>DELIVERY ADDRESSES</b></u>	<u><b>DELIVERY TIMES</b></u>	<u><b>SPECIAL INSTRUCTIONS</b></u>
<b>Correctional Service Canada Archambault Institution – Med.</b> 242, Boul. Gibson Ste-Anne-des-Plaines (Québec) J5N 1V8	Monday to Friday between 8:00 and 11:30 am and between 1:00 and 3:30 pm.	Trucks must arrive by 3:15 p.m. in order to make the full delivery and be out by 3:30 p.m. Trucks must be loaded so that the officer on site can get to the back of the truck. This is to check that there are no persons/detainees hiding in the truck upon arrival or departure.
<b>Correctional Service Canada Archambault Institutions - Min</b> 244, Boul. Gibson <b>PRPG</b> <b>Building A-43</b> Ste-Anne-des-Plaines (Québec) J5N 1V8	Monday to Friday between 7:00 and 11:30am and between 1:00 and 3:30 pm.	
<b>Correctional Service Canada Archambault Institutions - Min</b> 244-A, Boul. Gibson <b>CRPA</b> <b>Building A-43</b> Ste-Anne-des-Plaines (Québec) J5N 1V8	Monday to Friday between 7:00 and 11:30am and between 1:00 and 3:30 pm.	
<b>Correctional Service Canada Regional Reception Centre</b> 246, Boul. Gibson Ste-Anne-des-Plaines (Québec) J5N 1V8	Monday to Friday between 7:30 and 11:00 am and between 1:00 and 3:00 pm.	
<b>Correctional Service Canada Joliette Institution</b> 400, Marsolais street Joliette (Québec) J6E 8V4	Monday to Wednesday between 8:00 to 11:00 am and between 1:00 to 3:30 pm.	
<b>Correctional Service Canada Cowansville Institution</b> 400, Fordyce Cowansville (Québec) J2K 3N7  <b>***CANTEEN – Shipping/receiving Building A-4</b>	<b><u>Food services:</u></b> Monday to Friday between 8:00 and 11:00 am and between 1:00 and 3:00 pm. <b><u>Canteen :</u></b> Monday to Friday between 8:00 to 11:30 am and between 1:00 to 3:30 pm.	<b><u>IMPORTANT:</u></b> All pallets delivered to the kitchen must be wrapped in plastic. In addition, pallets must never exceed five (5) feet in height, including pallet thickness
<b>Correctional Service Canada Drummond Institution</b> 2025, boul. Jean-de-Brébeuf Drummondville (Québec) J2B 7Z6	Monday to Friday between 8:30 and 11:00 am and between 1:00 and 3:00 pm.	Delivery persons must be preregistered in the institution's authorization system.

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<u>DELIVERY ADDRESSES</u>	<u>DELIVERY TIMES</u>	<u>SPECIAL INSTRUCTIONS</u>
<b>Correctional Service Canada CCC Martineau</b> 10345 boul. St-Laurent, Montréal, Qc, H3L 2P1	Monday to Friday between 8:00 am to 4:30 pm.	

#### LA MACAZA REGION

<u>DELIVERY ADDRESSES</u>	<u>DELIVERY TIMES</u>	<u>SPECIAL INSTRUCTIONS</u>
<b>Correctional Service Canada La Macaza Institution</b> 321 Chemin de l'Aéroport La Macaza (Québec) J0T 1R0	Monday to Friday between 8:30 and 10:30 am and between 2:00 and 2:30 pm.	Delivery persons must be preregistered in the institution's authorization system.

#### REGION 2 CONTAINS :

#### PORT-CARTIER REGION

<u>DELIVERY ADDRESSES</u>	<u>DELIVERY TIMES</u>	<u>SPECIAL INSTRUCTIONS</u>
<b>Correctional Service Canada Port Cartier Institution</b> 1, chemin de l'Aéroport Port Cartier (Québec) G5B 2W2	Monday to Friday between 8:00 and 11:30 am and between 1:00 and 3:30 pm.	Delivery persons must be preregistered in the institution's authorization system.

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**ANNEX « D »**

**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).

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**ANNEX « E »**

**COMPLETE LIST OF COMPANY BOARD OF DIRECTORS**

**NOTE TO BIDDERS**

**WRITE ALL DIRECTOR'S SURNAMES AND GIVEN NAMES IN BLOCK LETTERS**

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**PBN (PROCUREMENT BUSINESS NUMBER):** \_\_\_\_\_

**ANNEX « F »**

**REQUEST TO ACCESS A CORRECTIONAL SERVICE CANADA FACILITY**

Request to access a federal institution

**PERSONAL INFORMATION**

Surname: \_\_\_\_\_ Full name: \_\_\_\_\_

Date of birth (YY-MM-DD): \_\_\_\_\_ Sex: M ☐ F ☐

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye color: \_\_\_\_\_ Hair color: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal code: \_\_\_\_\_

Tel. Number: Home: (\_\_\_\_) \_\_\_\_\_ Cellular: (\_\_\_\_) \_\_\_\_\_

**GENERAL INFORMATION**

Have you ever been found guilty of a criminal offence or do you have any pending charges?

No ☐ Yes ☐ If so, which?

\_\_\_\_\_

Do you know personally anyone incarcerated in a federal or provincial institution?

No ☐ Yes ☐ If so, what is the name?

\_\_\_\_\_

Are you registered as an inmate's visitor or have you ever visited an inmate?

No ☐ Yes ☐ If so, what is the name?

\_\_\_\_\_

Have you made a similar request for access in the last two years?

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No ☐ Yes ☐ If so, for which institution?

What is the reason for your request to access a federal institution?

Name of your employer / educational institution?

Name of the employee responsible for the visit:

**Privacy act statement**

Personal information about you is collected under the authority of the *Corrections and Conditional Release Act* in order to authorize your access to a federal institution. This information is collected, with no obligation on your part, and held in the Security Clearance System (SCS); however, if you refuse to comply with any security verifications, your access privileges will be refused. The information that you provide cannot be disclosed to other persons without your consent, EXCEPT where disclosure would be justified pursuant to one of the paragraphs of subsection 8(2) of the Privacy Act. **Access may be denied for submitting false information. The institution reserves the right to refuse access to the applicant before, upon arrival or during the visit.**

I hereby authorize the Correctional Service of Canada to conduct any investigation it deems necessary to allow my access to their institution. I agree that the Correctional Service of Canada cannot be held accountable for any harm suffered in the course of my activities unless this harm is directly attributable to the negligence of one or more employees of the Service.

Applicant signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of employee responsible for the visit: \_\_\_\_\_ Date: \_\_\_\_\_

**RESERVED FOR THE PREVENTIVE SECURITY DEPARTMENT**

Institution: \_\_\_\_\_

Access to the institution granted: No ☐ Yes ☐

Name of Security intelligence officer: \_\_\_\_\_

## ANNEX "G"

### 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**

## ANNEX "H"

### SOCIAL PROCUREMENT SUPPLIER SELF-IDENTIFICATION FORM

#### 1. Context

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

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

#### 2. Definitions

##### **Social procurement**

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

##### **Underrepresented group**

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

##### **Underrepresented supplier**

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

##### **Indigenous Supplier**

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

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

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

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

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

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



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

A Canadian small business has 1 to 99 paid employees.

**3. Supplier Information Questionnaire****Data Collection**

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

**Privacy Notice**

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

**Instructions**

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

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

☐ Yes ☐ No ☐ Prefer not to respond

If Yes, please respond to all that apply:

**Part 2 –**

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

☐ Yes ☐ No

OR

**Part 3 –**

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

☐ Yes ☐ No

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

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

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

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

## B. Business Composition

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

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