



**REQUEST FOR A STANDING  
OFFER - DEMANDE D'OFFRES  
À COMMANDES**

**RETURN OFFERS TO:  
RETOURNER LES OFFRES À:**

Director Services Contracting 4 (D Svcs C 4)  
Attention: Ethan MacGowan  
By e-mail to:  
[DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca](mailto:DSvcsC4Contracting-DCSvcs4Contrats@forces.gc.ca)

<b>Title – Titre</b> Food Safety Training	<b>Solicitation No. – N° de l'invitation</b> W6369-22-X022
<b>Date of Solicitation – Date de l'invitation</b> 04 May 2022	
<b>Address Enquiries to: – Adresser toutes questions à:</b>  Ethan MacGowan by e-mail to <a href="mailto:Ethan.MacGowan2@forces.gc.ca">Ethan.MacGowan2@forces.gc.ca</a>	
<b>Telephone No. – N° de téléphone</b>	<b>FAX No. – N° de fax</b>
<b>Destination</b> National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2	

Canada, as represented by the Minister of National Defence, hereby requests a Standing Offer.

Le Canada, représenté par le ministre de la Défense nationale, demande par la présente, une offre à commandes.

Comments – Commentaires

**THIS DOCUMENT DOES NOT CONTAIN A  
SECURITY REQUIREMENT.**

**CE DOCUMENT NE CONTIENT PAS  
D'EXIGENCE EN MATIÈRE DE SÉCURITÉ**

**Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

**Solicitation Closes –  
L'invitation prend fin**

At: – à:  
02:00 PM Eastern Daylight Time (EST)

On: – le :  
14 June 2022

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
Vendor Name and Address – Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name – Nom _____	Title – Titre _____
Signature _____	Date _____

## RFSO – Basic Food Safety Training

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, PWGSC-TPSGC - 942 Call-up against a Standing Offer and Covid-19 Vaccination Requirement Certification.

### **1.2 Summary**

#### **1.2.1 COVID-19 vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

#### **1.2.2**

The Department of National Defence (DND) has a requirement to establish a Regional Individual Standing Offer (RISO) to provide certified food safety training. The CAF has a requirement for formal food safety training for military and civilian Food Services personnel. This training will be conducted to lower the risk of food borne disease caused by improper food handling.

### 1.2.3

The period of the resulting Standing Offer will be from the date of award to three years later, with the irrevocable option to extend the term of the Standing Offer for up to two additional one-year option periods under the same conditions.

### 1.2.4

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement (CCFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-Colombia Free Trade Agreement (CCoFTA), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada-Panama Free Trade Agreement (CPAFTA), Canada-Peru Free Trade Agreement (CPFTA), Canada-Ukraine Free Trade agreement (CUFTA), and World Trade Organization-Agreement on Government Procurement (WTO-GPA).

## 1.3 Security Requirements

There is no security requirement associated with this requirement.

## 1.4 Debriefings

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

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

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

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

(a) Section 02, Procurement Business Number, is deleted in its entirety.

(b) In section 05, Submission of offers, subsection 2.d is deleted in its entirety and replaced with the following:

1. send its bid only to the Department of National Defence organization receiving the bid as specified on page 1 of the bid solicitation;

(c) In section 05, Submission of Offers, subsection 4 is deleted in its entirety and replaced with the following:

Delete: 60 days  
Insert: 180 days

(d) Section 07, Delayed offers, is deleted in its entirety and replaced with the following:

### **07 Delayed Offers**

It is the Offeror's responsibility to ensure that its entire submission has been received. Misrouting or other e-mail delivery issues resulting in the late submission of offers are not acceptable reasons for the offer to be accepted by the Department of National Defence.

(e) In section 08, Transmission by facsimile or by epost Connect, subsections 1.a and 2 are deleted in their entirety.

(f) Section 13, Communications – solicitation period, is deleted in its entirety and replaced with the following:

### **13 Communications – solicitation period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only as indicated on page 1 of the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

Canada will send all significant enquiries received and their replies directly to invited suppliers by e-mail. For further information, consult subsection 3 of the Submission of bids section.

(g) In section 20, Further information, subsection 2 is deleted in its entirety.

## **2.2 Submission of Offers**

Unless specified otherwise in the offer or otherwise directed by the Contracting Authority, arrangements must be submitted only to the Department of National Defence organization by e-mail by the date and time indicated on page 1 of the Request for Standing Offer.

**E-Mail Submissions: Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger offers may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is The offeror's responsibility to ensure that its entire submission has been received. Offerors should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues to affect arrangements receipt, offerors are requested to include in the body of their e-mail(s) a list of all documents attached to the e-mail(s), and allow sufficient time before the closing date and time to confirm receipt. Canada will not accept any offers submitted after the closing date and time.

## 2.3 Former Public Servant

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

### Definitions

For the purposes of this clause,

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

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

## 2.4 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.

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

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



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## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their bid in separate sections as follows:

Section I, Technical Offer: one (1) soft copy submitted by e-mail;

Section II, Financial Offer: one (1) soft copy submitted by e-mail;

Section III, Certifications Not Included in the Technical Offer: one (1) soft copy submitted by e-mail.

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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

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

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

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

### **3.1.2 Exchange Rate Fluctuation**

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

#### **Section III: Certifications**

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Criteria	Description	Meets	Does Not Meet
<b>MT1</b>	<p>The Offeror must clearly demonstrate that it has delivered a minimum of 100 English courses and 50 French courses related to the handling of food safety within the past 2 years, where at least 50 of the courses were delivered via an in-person classroom setting and at least 50 of the courses were delivered via one or more of the following:</p> <ul style="list-style-type: none"> <li>- MS Teams;</li> <li>- Online training where the participant logs in using a username and password.</li> </ul> <p>The Offeror must also clearly demonstrate that the Canadian Restaurant Foodservice (now Restaurants Canada) publication "Food Safety Code of Practice for Canada's Foodservices Industry" was used as the main reference for the courses.</p>		
<b>MT2</b>	<p>The Offeror must clearly demonstrate that the program that will be used for the online training will not alter DND computers in any way and does not require the downloading of content onto DND computers.</p>		
<b>MT3</b>	<p>The Offeror must clearly demonstrate that its instructor(s) has a minimum of 5 years of experience teaching food safety courses. The Offeror must also clearly demonstrate that the Canadian Restaurant Foodservice (now Restaurants Canada) publication "Food Safety Code of Practice for Canada's Foodservices Industry" was used as the main reference for the courses.</p>		

#### 4.1.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

#### 4.2 Basis of Selection

##### 4.2.1 Mandatory Technical Criteria.

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 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.

##### 5.1.2 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer the COVID-19 Vaccination Requirement Certification attached to this bid solicitation at Annex "D" to be given further consideration in this procurement process. This Certification is incorporated into, and forms a part of any resulting Standing Offer.

#### 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.

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

### 6.1 Security Requirements

There is no security requirement associated with this requirement.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### 7.2 Security Requirements

There is no security requirement associated with this requirement.

#### 7.3 Standard Clauses and Conditions

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

### 7.3.1 COVID-19 vaccination requirement certification compliance

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

### 7.3.2 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer with the following modifications:

- (a) In section 01, Interpretation, the definition of "Canada", "Crown", "Her Majesty" or "the Government" is amended as follows:

Delete: Minister of Public Works and Government Services

Insert: Minister of National Defence

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from SO award to three years later. **(to be specified in the resulting SO).**

### 7.4.2 Extension of Standing Offer

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

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ethan MacGowan

Title: Senior Procurement Officer, D Svcs C 4-3-2

Directorate: Department of National Defence, Director Services Contracting 4 (D Svcs C 4)

Address: National Defence Headquarters

Attention: D Svcs C 4-3-2

101 Colonel By Drive

Ottawa, Ontario

K1A 0K2

E-mail address: [Ethan.Macgowan2@forces.gc.ca](mailto:Ethan.Macgowan2@forces.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.

### 7.5.2 Technical Authority

The Technical Authority for the Standing Offer is: **(to be specified in the resulting SO)**.

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

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

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

### 7.5.3 Offeror's Representative

The Offeror's Representative for the Standing Offer is: **(to be specified in the resulting SO)**.

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

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

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **(to be specified in the resulting SO)**.

### 7.8 Call-up Procedures

7.8.1 Call-ups which are estimated to be valued up to \$10,000.00, including Applicable Taxes, will be

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issued and approved by authorized Identified Users using the PWGSC-TPSGC 942 Call-up Against a Standing Offer form. A sample call up form is attached at Annex C.

- 7.8.2 All Call-ups against this Standing Offer may only be approved by the Identified Users designated as authorized to sign and approve the 942 Call-up form.
- 7.8.3 For all Call-ups from the Identified Users, the Offeror will be provided with a description of the work to be performed on a 942 Call-up form based on rates from the Offeror's proposal. Call-ups can be paper-based, hard copy versions of the 942 Call-up form OR may be sent to the Offeror via email, with the 942 Call-up form included as attachments. If Call-ups are handled by email a hard copy if the 942 form will also be printed and placed on the procurement file.
- 7.8.4 Offeror Acceptance: Upon receipt of a 942 Call-up form, the Offeror will acknowledge the 942 Call-up form. The acknowledgement can be in hard copy or by email, but must contain the following: "(Name of Offeror) has received and acknowledges Call-up No. and agrees with the cost and time estimated stated in the Call-up".
- 7.8.5 In the event the Offeror does not agree with the cost or time estimate in the Call-up, the Offeror shall contact the Call-up originator (Identified User) to notify its concerns. The parties shall work together to come to an agreement. The D Svcs C Standing Offer Authority can be consulted when agreements are not forthcoming.
- 7.8.6 Upon receipt of the Call-up acknowledgement from the Offeror, the Call-up originator (Identified User) shall place the acknowledgement on the Call-up Contract file.

## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) or Call-up Authority using form PWGSC-TPSGC 942, Call-up Against a Standing Offer, or an electronic version.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000.00 (Applicable Taxes included).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ **(to be specified in the resulting SO)** (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 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) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) Annex C, PWGSC-TPSGC - 942 Call-up Against a Standing Offer;
- g) Annex D, COVID-19 VACCINATION REQUIREMENT CERTIFICATION
- 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*).

## 7.13 Certifications and Additional Information

### 7.13.1 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.

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

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

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

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

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

## B - RESULTING CONTRACT CLAUSES

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

### 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer as per the Statement of Work, Annex A.

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010B (2021-12-02), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### 7.3 Term of Contract

### 7.3.1 Period of the Contract

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

### 7.3.2 Delivery Date

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

### 7.4 Proactive Disclosure of Contracts with Former Public Servants

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

### 7.5 Payment

#### 7.5.1 Basis of Payment

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

#### 7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_ (to be specified in the resulting SO). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

Whichever comes first.

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

#### 7.5.3 SACC Manual Clauses

C0705C, (2010-01-11), Discretionary Audit, apply to and form part of the Contract.

#### 7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Direct Deposit (Domestic and International);

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b. Wire Transfer (International Only).

## 7.6 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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the SO for certification and payment.
- b. One (1) copy must be forwarded to the Standing Offer Authority identified under the section entitled "Authorities" of the SO.

## 7.7 Insurance Requirements

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

## 7.8 Dispute Resolution

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

## 7.9 Defence Contract

[A9006C](#) (2012-07-16), Defence Contract

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations

## 7.10 Travel and Living

For the requirements to travel described in the Statement of Work in Annex "A", the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work required to be done, delivered or performed outside of a radius of 100 kilometers of the Contractor's place of business at cost, without any allowance for profit and administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the ***National Joint Council Travel Directive***; and with the other provisions of the directive referring to "***travellers***", rather than those referring to "***employees***", to a limitation of expenditure of \$4,000.00. Customs duty are included, plus applicable taxes.

All travel must have the prior authorization of the Technical Authority.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers.

Canada will not accept any travel and living expenses for any travel required within 100 km of the Contractor's place of business or any relocation of resources required to satisfy the terms of the Contract.

All payments are subject to government audit. Estimated Cost: \$4,000.00

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## ANNEX "A", BASIC FOOD SAFETY TRAINING – STATEMENT OF WORK

### DEPARTMENT OF NATIONAL DEFENCE (DND) AND CANADIAN ARMED FORCES (CAF) FOOD SERVICES PERSONNEL

#### 1. Background

- 1.1. The CAF has a requirement for formal food safety training for military and civilian Food Services personnel. This training will be conducted to lower the risk of food borne disease caused by improper food handling.
- 1.2. Senior CAF Food Services personnel have determined that a food safety training program is essential in providing basic food handling training to civilian personnel and refresher training to military cooks. Formal food safety instruction is the most important training for food services workers as safe food handling is a force protection issue that helps to mitigate risks to the health and safety of soldiers.

#### 2. Scope

- 2.1 The scope of this Standing Offer is to provide food safety training and support, on an if-and-when requested basis, to DND and CAF food services personnel employed within CAF units and bases.

#### 3. Acronyms

SOW	Statement of Work
TA	Technical Authority
CAF	Canadian Armed Forces
DND	Department of National Defence
SFCR	Safe Food for Canadians Regulations
CFIA	Canada Food Inspection Agency

#### 4. Applicable Documents and References

- 4.1. "Food Safety Code of Practice for Canada's Foodservices Industry". Canadian Restaurant and Foodservice Association (now Restaurants Canada). Toronto, Ontario: 2013 (or newer version).
- 4.2. Currently this document is the primary food safety reference for the CAF Food Services personnel and Preventative Medicine Technicians. It is the reference that dictates all food safety standards within the CAF and is used to conduct food services' inspections. The reference can be purchased at the following website: [www.restaurantscanada.org](http://www.restaurantscanada.org)
- 4.3. Food Safety for Industry "Requirements for the *Safe Food for Canadians Regulations*". *Safe Food for Canadians Regulations* (SFCR) requirements. The SFCR came into force on January 15, 2019.

This reference states the standards and guidelines, regulatory requirements, traceability, packaging, investigation and response, testing bulletins, and how to report a concern dictated by the Health Canada, Canada Food Inspection Agency. (CFIA) [Safe Food for Canadians Act \(justice.gc.ca\)](http://www.justice.gc.ca)

#### 5. Tasks and deliverables

- 5.1. The Offeror will be required to provide food safety training related services on an if and when requested basis as follows:

- a. All training must be in accordance with the documents identified in Section 4 Applicable Documents and References; and
- b. Courses provided by the Offeror will either take place at a location provided by the Offeror, at DND facilities on a DND Base or Wing, or via video conferencing platform which allows the user to participate remotely.

#### 5.1.1. **Train the Trainer Course Delivered by Offeror or DND/CAF Personnel**

The Offeror will deliver a Train the Trainer course for up to sixty (60) DND/CAF participants during the initial period of the Standing Offer. This course will allow DND/CAF trainer to deliver the Basic Food Safety Course to DND/CAF personnel. The course must cover, as a minimum, the following topics:

- a. The Basic lesson planning relating to the Basic Food Safety Course;
- b. Effective delivery of the Basic Food Safety course to adult learners;
- c. Effective usage of training aids provided by the Offeror to deliver the Basic Food Safety course; and
- d. Administration and evaluation of the Basic Food Safety course.

Training by the Offeror will consist of:

- a. Course material and exams;
- b. In class location provided by Offeror;
- c. In class location provided at DND facilities on a Base or Wing;
- d. Video conferencing via MS Teams; and
- e. Online course capability material; Offeror to provide username and password.

Training conducted by certified DND/CAF train the trainer instructor will consist of:

- a. Offeror will provide course material and exams to DND/CAF train the trainer instructor;
- b. Offeror will be able for support to DND/CAF train the trainer instructor during course via email/phone or video conferencing; and
- c. Offeror will correct all exams and provide certification to DND/CAF train the trainer instructor.

Train the trainer serials must be no more than two (2) days in duration. The Offeror will conduct the training, administer the final exam and provide exam results to the technical authority, and provide a certificate to each successful participant. The Offeror is responsible for the provision of all training and exam materials. The Train the Trainer course will be delivered at Offeror pre-scheduled Train the Trainer dates. The Offeror may be required to deliver the Train the Trainer course at a DND/CAF provided facility and via video conferencing platform which allows the user to participate by remotely.

#### 5.1.2 **Basic Food Safety Course Instructed by DND/CAF Trainers**

DND/CAF personnel who have successfully completed the Basic Food Safety Train the Trainer course identified in section 6 above will deliver the Offeror provided Basic Food safety course up to 500 DND/CAF personnel per year. The DND/CAF trainers will invigilate the final exam. The Offeror will provide all the training and exam materials. The Offeror will grade the final exams, provide exam results to the technical authority, and provide a certificate for each successful participant.

### 5.1.3 **Basic Food Safety Online Course**

The Offeror will provide an online Basic Food safety course to up to 500 DND/CAF personnel per year. This course cannot alter DND computers in any way and cannot require the downloading of content onto DND computers. A proctor that has been certified by the Offeror as per section 9 below will invigilate the final exam, provide exam results to the technical authority, and provide a certificate for each successful participant.

### 5.1.4 **Certify Proctors**

The Offeror will provide Proctor certification to DND/CAF personnel as required. This includes providing the Offeror's administrative processes which may include determining the suitability of the DND/CAF resource to perform as a proctor, and any other related tasks.

## 6. **Constraints**

6.1 The Offeror must use the publication identified in Section 4.1 as the main reference for its food safety courses.

6.2 Food safety training delivered by the Offeror must fulfill the Health Canada food safety training requirements in accordance with the publications referenced in Section 4.

## 7. **Language of Work**

7.1 English and French. All Course material must be available in both official languages.

## 8. **Acceptance**

8.1 All deliverables in response to the SOW will meet the basis of suitability, quality and adherence to the agreed upon schedule and specified standards. Acceptance of deliverables will be certified by the TA, subsequent to the satisfactory delivery of the deliverables. Such certification will be the basis upon which the TA will recommend payment. The TA shall have the right to reject it or require its correction at the sole expense of the Offeror. Should any deliverables be found unacceptable, the deficiencies shall be corrected and re-submitted within five (5) working days at no cost to DND.

## ANNEX "B", BASIS OF PAYMENT

### 1. PERIOD OF THE STANDING OFFER

- 1.1 **Initial Period of the Standing Offer:** from the date of Award to three years later (exact dates to be specified in the resulting Standing Offer).
- 1.2 **Option Period 1:** from the end of the Initial Period of the Standing Offer to one year later (exact dates to be specified in the resulting Standing Offer).
- 1.3 **Option Period 2:** from the end of Option Period 1 to one year later (exact dates to be specified in the resulting Standing Offer).

### 2. Labour

- 2.1 During the Initial Period of the Standing Offer and Option Periods of the Standing Offer, if exercised, the Offeror will be paid all-inclusive firm fixed prices as follows (exact dates to be specified in resulting Standing Offer):

Item	Initial Period of Standing Offer	Option Period 1	Option Period 2
<b>1. Train the Trainer Course (as per section 5.1.1 of Annex "A" – Statement of Work)</b>			
All-inclusive cost per person (includes delivery of course, training materials, exam and any other related expenses)	\$	\$	\$
All-inclusive cost per person (includes delivery of online course material, video conferencing via MS Teams, and any other online course delivery expenses)	\$	\$	\$
<b>2. Basic Food Safety Course instructed by DND/CAF Trainers (as per section 5.1.2 of Annex "A" – Statement of Work)</b>			
a. Food Safety Code of Practice Book – per person	\$	\$	\$
b. Exam administration and certification certificate – per person	\$	\$	\$
c. Shipping and handling per order	\$	\$	\$
<b>3. Basic Food Safety Online Course (as per section 5.1.3 of Annex "A" – Statement of Work)</b>			
All-inclusive cost per person (includes all course material, exam administration, certification/certificate and any other related expenses)	\$	\$	\$
<b>4. Certification of Proctors (as per section 5.1.4 of Annex "A" – Statement of Work)</b>			
All-inclusive cost per person	\$	\$	\$
<b>Total Estimated Travel and Living Costs</b>	\$4000	\$1000	\$1000
<b>Subtotals</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

<b>Total Evaluated Price (sum of all sub-totals)</b>	<b>\$</b>
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### ANNEX "C", PWGSC-TPSGC – 942 CALL-UP AGAINST A STANDING OFFER

Clear Data - Effacer l'information

<b>Public Works and Government Services Canada</b> Travaux publics et Services gouvernementaux Canada		<b>Call-up Against a Standing Offer</b> <b>Commande subséquente à une offre à commandes</b>			
<b>Ship to - Expéditeur à</b> _____ _____ _____ <b>Supplier - Fournisseur</b> _____ _____ _____		<b>To the supplier:</b> The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.  <b>Au fournisseur:</b> L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.  <b>Security: The call-up includes security provisions.</b> <b>Sécurité : La demande comprend des exigences en matière de sécurité.</b> <input type="checkbox"/> NO / NON <input type="checkbox"/> YES / OUI    If YES, attach a SRCL to the call-up / Si OUI, joindre une LVERS à la demande			
Invoices must be sent in accordance with - Les factures doivent être envoyées selon : <input type="checkbox"/> The detailed instructions in the standing offer / Les instructions détaillées dans l'offre à commandes <input type="checkbox"/> The address shown in the "Ship to" block / L'adresse indiquée dans la case « Expéditeur à » <input type="checkbox"/> Special instructions below / Les instructions particulières ci-dessous					
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.		<b>Financial Code(s) - Code financier(s)</b> _____			
<b>Standing Offer No. - N° de l'offre à commandes</b> _____		<b>Requisition No. - N° de demande</b> Order. Off. - Bur. dem. YY - AA    Serial No. - N° de série _____			
		<b>Client Reference No. (optional)</b> N° de référence du client (facultatif) _____			
The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.					
<b>Amendment No. / N° de modification</b> _____		<b>Value of increase or decrease (\$) / Valeur de l'augmentation ou diminution (\$)</b> _____			
<b>Previous Value (\$) / Valeur précédente (\$)</b> _____		<b>Total estimated expenditures or revised / Total des dépenses estimatives ou révisées</b> _____			
Item No. / N° de l'article	NATO Stock No. / Item Description / N° de nomenclature de l'OTAN / Description de l'article	U. of L. / U. de d.	Quantity / Quantité	Unit Price / Prix unitaire (\$)	Extended Price / Prix calculé (\$)
<b>Special Instructions - Instructions particulières</b> _____					<b>Total</b> _____
<b>Name - Nom</b> _____			<b>Telephone No. - N° de téléphone</b> _____		<b>Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)</b> _____
<b>For internal purposes only - Pour usage interne seulement</b> Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.			<b>Approved for the Minister - Approuvé pour le Ministre</b> _____		
<b>Signature (Mandatory - Obligatoire)</b> _____		<b>Date (YYYY-MM-DD - AAAA-MM-JJ)</b> _____		<b>Signature (Mandatory - Obligatoire)</b> _____	
				<b>Date (YYYY-MM-DD - AAAA-MM-JJ)</b> _____	

PWGSC-TPSGC 942 (01/2014)

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**ANNEX "D", COVID-19 VACCINATION REQUIREMENT CERTIFICATION**

I, \_\_\_\_\_ (first and last name), as the representative of  
\_\_\_\_\_ (name of business) pursuant to Solicitation  
W6369-22-X022, warrant and certify that all personnel that

\_\_\_\_\_ (name of business) will provide on the resulting  
Contract who access federal government workplaces where they may come into contact with  
public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (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;

until such time that Canada indicates that the vaccination requirements of the 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 bid or 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.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_