



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet Foods and Accommodations Cadets Foods and Accommodations Cadets	
Solicitation No. - N° de l'invitation W4299-21CB01/B	Date 2022-05-12
Client Reference No. - N° de référence du client W4299-21CB01	
GETS Reference No. - N° de référence de SEAG PW-\$MCT-046-6211	
File No. - N° de dossier MCT-1-44183 (046)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2022-05-31 Heure Avancée de l'Atlantique HAA	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: LeBlanc (MCT), Kristelle	Buyer Id - Id de l'acheteur mct046
Telephone No. - N° de téléphone (506) 377-7458 ()	FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE 215 Magnificent ave Hangar 4 CFB Shearwater HALIFAX Nova Scotia B0J 3A0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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MCT-1-44183

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mct046
CCC No./N° CCC - FMS No./N° VME

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This bid solicitation cancels and supersedes previous bid solicitation number W4299-21CB01/A dated 2022-03-24 with a closing of 2022-04-21 at 14:00 Atlantic Daylight Time (ADT).

A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

The requirement is detailed under Article 6.2 of the resulting contract clause.

(Derived from - Provenant de: B4008T, 2014/06/26)

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020/05/28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Reference
C9000T

Section
Pricing

Date
2010/08/16

2.2 Submission of Bids

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

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

TPSGC.RAReceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca

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

Facsimile number: (506) 851-6759

2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(Derived from - Provenant de: A9076T, 2007/05/25)

2.3 Former Public Servant

Former Public Servant - Competitive Bid

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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder'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: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder 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.

(Derived from - Provenant de: A3025T, 2020/05/04)

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers 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) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certification

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

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

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

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, bidders should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "E" 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

3.1.3 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

(Mandatory Technical Criteria as specified in Annex " C")

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014/06/26), Evaluation of Price - Bid

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010/08/16), Basis of Selection - Mandatory Technical Criteria

Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **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 Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 bid 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 Bidder 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](https://www.canada.ca/en/employment-social-development/canada/esdc/labour's/website/https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

Requirement - Contract

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

(Derived from - Provenant de: B4008C, 2014/06/26)

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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

2010C (2018/06/21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from June 29, 2022 to August 23, 2022 inclusive.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four **(4) additional year period(s)** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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Canada may exercise this option at any time by sending a written notice to the Contractor at least **60 calendar days before** the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

(Derived from - Provenant de: A9009C, 2008/12/12)

6.4.6 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kristelle LeBlanc
Title: Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 377-7458
Facsimile: (506) 851-6759
E-mail address: Kristelle.leblanc@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

(Derived from - Provenant de: A1030C, 2007/05/25)

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6.5.3 Contractor's Representative (Offeror please complete)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

6.6 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.

(Derived from - Provenant de: A3025C, 2020/05/04)

6.7 Payment

6.7.1 Basis of Payment

Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex "B" for a cost of \$ _____ (insert the amount at contract award). 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.

(Derived from - Provenant de: C0207C, 2013/04/25)

6.7.2 Payments

Single Payment

SACC Manual clause H1000C (2008/05/12), Single Payment

6.7.3 SACC Manual Clauses

SACC Reference	Section	Date
H1000C	Single Payment	2008/05/12

6.7.4 Electronic Payment of Invoices – Contract

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

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

(Derived from - Provenant de: H3027C, 2016/01/28)

6.8 Invoicing Instructions

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

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

6.11 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 Articles of Agreement;
- (b) the supplemental general conditions 2010C (2021/12/02), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.12 SACC Manual Clauses

SACC Reference	Section	Date
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28

6.13 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](#)".

6.14 Insurance - Specific Requirements

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

ANNEX "A" STATEMENT OF REQUIREMENT

1.0. Scope

1.1. Objective

- 1.1.1.** To provide rations and quarters for twenty-eight (28) Air Cadets and four (4) adult supervisors in the immediate vicinity of the Moncton Flight College for the duration of the PPTC program.

1.2. Background

- 1.2.1.** The DND Air Cadet program provides the opportunity to train select Air Cadets in the skills to acquire a Transport Canada private pilot licence. One of DND's contracted schools is the Moncton Flight College situated at 1719 Champlain Street, Dieppe, NB, E1A 7P5.
- 1.2.2.** The cadets and adult supervisors require rations and quarters during the period of 29 Jun - 23 Aug 22. (four option years) Specific dates are noted below in schedule and cost requirements. Rations and quarters provision must be within a 25km drive of Moncton Flight College so as to ensure minimum interruption with the course structure and timings.

2.0. Reference Documents

- 2.1.** See Meal Composition Guideline (Appendix A) and Accommodation Guideline (Appendix B) at the end of the Statement of Work.

3.0. Requirements

3.1. Tasks

- 3.1.1.** The contractor must provide rations and quarters for the designated time period and within the driving distance specified, which fulfill the requirements as stated in the tasks below.
 - 3.1.1.1.** The contractor must provide accommodations for twenty-eight (28) cadets and four (4) adult supervisory staff. The following specifics must be fulfilled as specified in Appendix B.
 - 3.1.1.2.** Rations to include breakfast, lunch and supper meals daily, and box lunches if required. Reference Appendix A. Meals are required as follows:

3.1.1.3. Meal Requirements for one (1) Staff Senior Supervisor

- 3.1.1.3.1. Breakfast: 04 Jul – 23 Aug 22
- 3.1.1.3.2. Lunch: 04 Jul – 23 Aug 22
- 3.1.1.3.3. Dinner: 03 Jul – 22 Aug 22
- 3.1.1.3.4. Packaged Meals: May be required. The Department of National Defence will provide 48 hours' notice of such a requirement.

3.1.1.4. Meal Requirements for three (3) Staff Assistant Supervisors

- 3.1.1.4.1. Breakfast: 04 Jul – 21 Aug 22
- 3.1.1.4.2. Lunch: 04 Jul – 21 Aug 22
- 3.1.1.4.3. Dinner: 03 Jul – 20 Aug 22
- 3.1.1.4.4. Packaged Meals: May be required. The Department of National Defence will provide 48 hours' notice of such a requirement.

3.1.1.5. Meal Requirements for twenty-eight (28) cadet students

- 3.1.1.5.1. Breakfast: 04 Jul – 20 Aug 22
- 3.1.1.5.2. Lunch: 04 Jul – 20 Aug 22
- 3.1.1.5.3. Dinner: 03 Jul – 19 Aug 22
- 3.1.1.5.4. Evening snacks: 03 Jul – 19 Aug 22
- 3.1.1.5.5. Packaged Meals: May be required. The Department of National Defence will provide 48 hours' notice of such a requirement.

3.1.1.6. Extension of timelines

- 3.1.1.6.1. Due to unforeseen circumstances the accommodations and meals may have to be extended for up to one week, to accommodate any unforeseen delays in the training program. Notice of this extension will be provided no later than 12 August 2022.

3.2. Constraints

- 3.2.1. Successful bidders **must provide proof before contract award** that their staff members who will have DIRECT CONTACT WITH CADETS have a current Police Records Check within the five (5) years preceding the contract end date and are fully vaccinated against COVID-19. This includes staff in the cafeteria/dining room and cleaning staff assigned during the dates of the contract period.
- 3.2.2. The rations and quarters must be within a 25km drive of the Moncton Flight College so as to ensure minimum disruption to the course.
- 3.2.3. For security reasons, facilities that are to be assigned to Staff and Cadets shall be all in the same corridor/wing, with no other guest rooms in between the rooms being occupied under this contract.

-
- 3.2.4.** The contractor must provide access to laundry facilities of no fewer than 3 washing machines and 3 dryers (disable coin operated machines or provide pre-paid cards at cost of contractor) or provide laundry services to cadets and supervisors at no cost. Reference Appendix B for further accommodations guidelines.

3.3. Timeframe and Delivery Dates

- 3.3.1.** The contractor must provide the required rations for the period 03 Jul 22 - 23 Aug 22 inclusive. (as well as option years)
- 3.3.2.** The contractor must provide for an option to extend individual rations and quarters for a one week period from 24-30 Aug 22 to accommodate any unforeseen delays in the training program. (as well as option years)

3.4. Termination on Notice

- 3.4.1.** Canada may terminate this agreement for any reason on forty-five (45) days' notice to the contractor.

APPENDIX A

Meal Composition Guideline

Menu items shall be prepared daily using fresh food. Special dietary requirements (eg, vegetarian, Halal) shall be accommodated.

Breakfast - The following types and number of food items and prepared dishes to be provided at the breakfast meal:

- Citrus fruit and fruit/vegetable juice;
- Cereal – one cooked and two ready to eat;
- At least one style of eggs and one breakfast entrée (e.g. pancakes);
- One kind of breakfast meat and one type of cheese or yogurt;
- One kind of vegetable (e.g. baked beans, fried potato);
- One freshly baked product and two kinds of bread products with accompaniments; and
- At least two hot and two cold beverages including milk.

Lunch - The following types and number of food items or prepared dishes to be provided at the lunch meal:

- Soup or appetizer;
- One freshly prepared hot main protein dish with appropriate accompaniments;
- One sandwich;
- One starch (eg, potato, rice);
- One hot vegetable;
- Selection of salads;
- Three prepared dessert items, two fresh fruit choices and ice cream or yoghurt;
- Bread and rolls (two varieties); and
- At least two hot and two cold beverages including milk.

Supper – The following types and number of food items or prepared dishes to be provided at the supper meal:

- Soup or appetizer;
- Two freshly prepared hot protein dishes with appropriate accompaniments – at least one is to be solid meat, fish or poultry (e.g. roast, cutlet, steak, chop or fillet);
- One starch (eg, potato, rice);
- Two cooked vegetables;
- Selection of salads;
- Three prepared desserts, two fresh fruits and ice cream or yogurt;
- Bread and rolls (three varieties); and
- At least two hot and two cold beverages including milk

Evening Snack

- One beverage and two food items per person shall be served.
- At least two of the following: partially skimmed milk, chocolate milk, hot chocolate, and fruit beverage.
- A minimum of three of the following shall be offered: fresh fruit, sandwiches, cookies, cakes, muffins, squares, pies, doughnuts, cheese and crackers

APPENDIX B

Accommodation Guideline

Group		Total Rooms	Type	Notes
Staff Captain	1	1	Single Room	Single rooms with sink, washroom and shower desirable
Staff Lt/2LT	3	3	Single Room	Single rooms with sink, washroom and shower desirable
Cadets	28	14	Double Occupancy. Apartment layout is acceptable.	1 person per 1 desk, and 1 locker/closet

FIGURE 1. Accommodation Requirements

- Cadet rooms will normally be double occupancy. Apartment style layout is acceptable.
- Adult staff rooms shall be single occupancy. Apartment style layout is acceptable.
- All rooms shall have individual closet storage for cadet clothing, portable lockers are acceptable.
- All rooms shall have individual storage for personal clothing and equipment
- All rooms shall have a desk or workspace for each cadet for study purposes.
- All rooms should have an individual washroom attached.
- A group or individual house phone shall be provided for local calls only. Any long distance charges are the responsibility of the caller, not DND.
- There should be a common area equipped with cable TV or TV's in each room.
- High speed internet should be available in each room.
- Room temperature shall be kept no less than 18 and no greater than 24 degrees Celsius. This may be accomplished through providing air conditioning, or rooms in a lower level of the building that is not susceptible to high temperature changes.
- Two master keys for all rooms shall be provided.
- Housekeeping shall occur once per week.
- The contractor must provide access to laundry facilities of no fewer than 3 washing machines and 3 dryers (disable coin operated machines or provide pre-paid cards at cost of contractor) or provide laundry services to cadets and supervisors at no cost by the contractor.
- The Supplier shall ensure that there are enough sheets, pillows, blankets on hand to allow for a once a week bedding exchange.
- Towel exchange shall take place on Monday, Wednesday and Friday each week.
- The Supplier will be responsible for all cleaning/laundrying of linen and towels. The laundrying of linen and towels shall not interfere with the availability of washers and dryers to cadets and staff.
- The Supplier shall ensure there is space in each accommodation area that would facilitate ironing. Sufficient amounts of electrical outlets and adequate lighting (to national building code) shall be the responsibility of the Supplier.

•

ANNEX "B" BASIS OF PAYMENT

Bidding Instructions:

Annex "B" must be completed in its entirety or the tender/bid will be considered non-responsive and will not be evaluated.

- Prices are firm.
- Prices are to include the complete cost of performing the work under this contract.
- Firm Prices are in Canadian Dollars.
- Prices do not include taxes, however taxes will be added as a separate item, if applicable, on any invoice issued as a result of a Contract.

Contract period: from June 29, 2022 to August 23, 2022

Item	Description	Unit of Measure	Quantity (A)	Unit Rate (B)	Extended Price (C = A x B)
1.	14 Cadet rooms (double occupancy) per 48 days	Each	672		
2.	Senior Supervisor room 1 ea. per 55 days	Each	55		
3.	Assistant Supervisor rooms 3 each. per 50 days	Each	150		
4.	Breakfast	Each	1549		
5.	Lunch	Each	1549		
6.	Dinner	Each	1549		
7.	Snacks	Each	1344		
8.	Boxed Lunches	Each	As required		
9.	Police Record Checks (official receipts will be required for reimbursement)	Each			
10.	Parking Spaces	Each	4		
11.	Sub-total				
12.	Taxes (if applicable) (GST ___ % or HST ___ %)				
13.	Total Estimated Cost				

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Contract period: 1st Option Year

(1st option year to extend from approx. dates from June, 2023 to August, 2023, precise dates will be given when option is exercised)

Item	Description	Unit of Measure	Quantity (A)	Unite Rate (B)	Extended Price (C = A x B)
1.	14 Cadet rooms (double occupancy) per 48 days	Each	672		
2.	Senior Supervisor room 1 ea. per 55 days	Each	55		
3.	Assistant Supervisor rooms 3 each. per 50 days	Each	150		
4.	Breakfast	Each	1549		
5.	Lunch	Each	1549		
6.	Dinner	Each	1549		
7.	Snacks	Each	1344		
8.	Boxed Lunches	Each	As required		
9.	Police Record Checks (official receipts will be required for reimbursement)	Each			
10.	Parking Spaces	Each	4		
11.	Sub-total				
12.	Taxes (if applicable) (GST ___% or HST ___ %)				
13.	Total Estimated Cost				

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Contract period: 2nd Option Year 2024

(2nd option year to extend from approx. dates from June, 2024 to August, 2024, precise dates will be given when option is exercised)

Item	Description	Unit of Measure	Quantity (A)	Unit Rate (B)	Extended Price (C = A x B)
1.	14 Cadet rooms (double occupancy) per 48 days	Each	672		
2.	Senior Supervisor room 1 ea. per 55 days	Each	55		
3.	Assistant Supervisor rooms 3 each. per 50 days	Each	150		
4.	Breakfast	Each	1549		
5.	Lunch	Each	1549		
6.	Dinner	Each	1549		
7.	Snacks	Each	1344		
8.	Boxed Lunches	Each	As required		
9.	Police Record Checks (official receipts will be required for reimbursement)	Each			
10.	Parking Spaces	Each	4		
11.	Sub-total				
12.	Taxes (if applicable) (GST ___% or HST ___%)				
13.	Total Estimated Cost				

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Contract period: 3rd Option Year 2025

(3rd option year to extend from approx. dates from June, 2025 to August, 2025, precise dates will be given when option is exercised)

Item	Description	Unit of Measure	Quantity (A)	Unit Rate (B)	Extended Price (C = A x B)
1.	14 Cadet rooms (double occupancy) per 48 days	Each	672		
2.	Senior Supervisor room 1 ea. per 55 days	Each	55		
3.	Assistant Supervisor rooms 3 each. per 50 days	Each	150		
4.	Breakfast	Each	1549		
5.	Lunch	Each	1549		
6.	Dinner	Each	1549		
7.	Snacks	Each	1344		
8.	Boxed Lunches	Each	As required		
9.	Police Record Checks (official receipts will be required for reimbursement)	Each			
10.	Parking Spaces	Each	4		
11.	Sub-total				
12.	Taxes (if applicable) (GST ____% or HST ____ %)				
13.	Total Estimated Cost				

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Contract period: 4th Option Year 2026

(4th option year to extend from approx. dates from June, 2026 to August, 2026, precise dates will be given when option is exercised)

Item	Description	Unit of Measure	Quantity (A)	Unit Rate (B)	Extended Price (C = A x B)
1.	14 Cadet rooms (double occupancy) per 48 days	Each	672		
2.	Senior Supervisor room 1 ea. per 55 days	Each	55		
3.	Assistant Supervisor rooms 3 each. per 50 days	Each	150		
4.	Breakfast	Each	1549		
5.	Lunch	Each	1549		
6.	Dinner	Each	1549		
7.	Snacks	Each	1344		
8.	Boxed Lunches	Each	As required		
9.	Police Record Checks (official receipts will be required for reimbursement)	Each			
10.	Parking Spaces	Each	4		
11.	Sub-total				
12.	Taxes (if applicable) (GST ___% or HST ___%)				
13.	Total Estimated Cost				

ANNEX "C" MANDATORY REQUIREMENTS

Bids MUST meet the mandatory requirements specified below. To demonstrate the requirements of the technical specifications are respected bidders MUST respond with complete specification and/or descriptive literature of the equipment being offered.

The complete specifications and/or descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted as requested, the Contracting Authority will so inform the bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and to meet the requirement within that time period will render the bid non-responsive.

Any proposal which fails to meet the mandatory requirements will be deemed non-responsive.

ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ITEM.

Item	Mandatory Specification Criteria	Yes/No	Supplier's Cross Reference to Technical Offer (Indicate page #)
3.1.1.1	The contractor must provide accommodations for twenty-eight (28) cadets and four (4) adult supervisory staff. The following specifics must be fulfilled as specified in Appendix B.		
3.1.1.2	Rations to include breakfast, lunch and supper meals daily, and box lunches if required. Reference Appendix A.		
3.2.1	Successful bidders must provide proof before contract award that their staff members who will have DIRECT CONTACT WITH CADETS have a current Police Records Check within the five (5) years preceding the contract end date and are fully vaccinated against COVID-19. This includes staff in the cafeteria/dining room and cleaning staff assigned during the dates of the contract period.		
3.2.2	The rations and quarters must be within a 25km drive of the Moncton Flight College so as to ensure minimum disruption to the course.		
3.2.3	For security reasons, facilities that are to be assigned to Staff and Cadets shall be all in the same corridor/wing, with no other guest rooms in between the rooms being occupied under this contract.		
3.2.4	The contractor must provide access to laundry facilities of no fewer than 3 washing machines and 3 dryers (disable coin operated machines or provide pre-paid cards at cost of contractor) or provide laundry services to cadets and supervisors at no cost. Reference Appendix B for further accommodations guidelines.		
3.3.2	The contractor must provide for an option to extend individual rations and quarters for a one week period from 24-30 Aug 22 to accommodate any unforeseen delays in the training program. (as well as option years)		

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ANNEX “D” CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

Certifications Precedent to Contract Award

1. Certified Criminal Record Check

Within 10 days and prior to award, provide proof that the Offeror has current Certified Criminal Record Checks for staff including those in the cafeteria/dining room and cleaning staff assigned during the dates of the contract period.

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ANNEX “E” to PART 3 OF THE BID SOLICITATION ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

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

Complete Legal Name of Supplier: _____

Supplier Address: _____

Supplier Procurement Business Number (PBN): _____

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

NAME	JOB TITLE / POSITION

Include additional names on a separate sheet if required.

ANNEX “G” COVID-19 VACCINE DEFINITIONS

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

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

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

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

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

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

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

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

Partially vaccinated

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

Personnel

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

Supplier

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

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Vaccination

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

Vaccine

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

Workplace

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

ANNEX "H" COVID-19 Vaccination Requirement Certification Form

Certification

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

- (a) fully vaccinated against COVID-19 ; 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 Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

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

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

Signature: _____

Date: _____

Optional

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

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.