

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/1ière étage, Suite 1212
 100-1045 Main Street
 Moncton
 New Brunswick
 E1C 1H1
 Bid Fax: (506) 851-6759

Request For a Standing Offer
Demande d'offre à commandes

Regional Master Standing Offer (RMSO)
 Offre à commandes maître régionale (OCMR)

Canada, as represented by the Minister of Public Works and
 Government Services Canada, hereby requests a Standing Offer
 on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
 Services Gouvernementaux Canada, autorise par la présente,
 une offre à commandes au nom des utilisateurs identifiés
 énumérés ci-après.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

| | |
|---|--|
| Title - Sujet RMSO Fresh Fruits & Vegetables RMSO Fresh Fruits & Vegetables | |
| Solicitation No. - N° de l'invitation EC095-220005/01/A | Date 2022-06-09 |
| Client Reference No. - N° de référence du client EC095-220005 | GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-045-6221 |
| File No. - N° de dossier MCT-2-45019 (045) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2023-03-21 Heure Avancée de l'Atlantique HAA | |
| Delivery Required - Livraison exigée See Herein – Voir ci-inclus | |
| Address Enquiries to: - Adresser toutes questions à: MacFarlane (MCT), Andrew | Buyer Id - Id de l'acheteur mct045 |
| Telephone No. - N° de téléphone (782)377-4248 () | FAX No. - N° de FAX (506)851-6759 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 1ST FL.LOBBY C UNIT 108 1045 MAIN ST MONCTON New Brunswick E1C1H1 Canada | |
| Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d’offre à commandes ne comprend pas des dispositions en matière de sécurité. | |

Instructions: See Herein
Instructions: Voir aux présentes

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

TABLE OF CONTENTS

| | |
|--|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 INTRODUCTION | 3 |
| 1.2 SUMMARY | 3 |
| 1.3 DEBRIEFINGS | 4 |
| 1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS)..... | 4 |
| PART 2 - OFFEROR INSTRUCTIONS | 5 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 5 |
| 2.2 SUBMISSION OF OFFERS | 5 |
| 2.3 ENQUIRIES - RFSO | 5 |
| 2.4 APPLICABLE LAWS | 6 |
| 2.5 BID CHALLENGE AND RECOURSE MECHANISMS | 6 |
| PART 3 - OFFER PREPARATION INSTRUCTIONS..... | 7 |
| 3.1 OFFER PREPARATION INSTRUCTIONS..... | 7 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 9 |
| 4.1 EVALUATION PROCEDURES | 9 |
| 4.2 BASIS OF SELECTION..... | 9 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 10 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER..... | 10 |
| 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION..... | 10 |
| PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES | 12 |
| A. STANDING OFFER | 12 |
| 6.1 OFFER | 12 |
| 6.2 SECURITY REQUIREMENTS | 12 |
| 6.3 STANDARD CLAUSES AND CONDITIONS..... | 12 |
| 6.4 TERM OF STANDING OFFER..... | 12 |
| 6.5 AUTHORITIES | 12 |
| 6.6 IDENTIFIED USERS | 14 |
| 6.7 CALL-UP INSTRUMENT | 14 |
| 6.8 LIMITATION OF CALL-UPS..... | 15 |
| 6.9 FINANCIAL LIMITATION - TOTAL..... | 15 |
| 6.10 PRIORITY OF DOCUMENTS..... | 15 |
| 6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION | 15 |
| 6.12 APPLICABLE LAWS | 16 |
| 6.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS)..... | 16 |
| B. RESULTING CONTRACT CLAUSES | 17 |
| 6.1 REQUIREMENT | 17 |
| 6.2 STANDARD CLAUSES AND CONDITIONS..... | 17 |
| 6.4 PAYMENT | 17 |
| 6.5 INVOICING INSTRUCTIONS | 18 |
| 6.6 SACC MANUAL CLAUSES | 18 |
| 6.7 INSPECTION AND ACCEPTANCE | 18 |
| 6.8 DISPUTE RESOLUTION | 19 |
| 6.9 SHIPPING INSTRUCTIONS - DELIVERY AT DESTINATION | 19 |
| ANNEX " A.1 " | 20 |
| REQUIREMENT FOR THE DEPARTMENT OF NATIONAL DEFENCE | 20 |

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

| | |
|--|-----------|
| ANNEX " A.2 " | 28 |
| REQUIREMENT FOR CORRECTIONAL SERVICE OF CANADA..... | 28 |
| APPENDIX 1 TO ANNEX A | 38 |
| LOCATIONS | 38 |
| ANNEX " B " | 39 |
| BASIS OF PAYMENT | 39 |
| APPENDIX 1 TO ANNEX B | 40 |
| SCHEDULE OF TENDER CLOSING DATES | 40 |
| ANNEX "1" TO PART 3 OF THE REQUEST FOR STANDING OFFERS | 41 |
| ELECTRONIC PAYMENT INSTRUMENTS | 41 |
| ANNEX " C " | 42 |
| STANDING OFFER USAGE REPORTING FORM | 42 |
| ANNEX " D " | 43 |
| SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY | 43 |
| ANNEX "E" DIRECTORS AND/OR OWNERS OF THE BIDDER | 44 |
| ANNEX "F" | 45 |
| SOCIAL PROCUREMENT SUPPLIER SELF-IDENTIFICATION FORM | 45 |
| ANNEX "G" COVID-19 VACCINE DEFINITIONS | 48 |
| ANNEX "H" COVID-19 VACCINATION REQUIREMENT CERTIFICATION FORM | 50 |

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

1.2 Summary

- 1.2.1 Public Works and Government Services Canada (PWGSC), on behalf of the Department of National Defence (DND) and Correctional Service Canada (CSC), has a request for a Regional Master Standing Offer (RMSO) for the supply and delivery of Fresh Fruit and Vegetables, on an as and when requested basis for the period, broken down into Annex "A.1" and Annex "A.2", respectively. The locations for delivery are listed in Appendix 1 to Annex "A".
- 1.2.2 An offer must be submitted for each period as per the schedule in Appendix 1 to Annex "B". Offerors may bid on any period of their choice. Only the Page 1 with the **applicable closing date** is to be submitted with an offer.
- 1.2.3 The period of the Standing Offer(s) is from July 1st 2022 to April 30th 2023, divided into four (4) rebid with monthly price refresh periods, for four (2) total monthly standing offer periods, as outlined in Appendix 1 to Annex "B".
- 1.2.4 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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

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

1.3 Debriefings

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

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

2.2 Submission of Offers

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

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

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

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

Facsimile number: (506) 851-6759

2.3 Enquiries - RFSO

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be

clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Financial Offer
Section II: Certifications

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

Section I: Financial Offer (1 hard copy)
Section II: Certifications (1 hard copy)

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

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

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

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

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section II: Certifications

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Financial Evaluation

4.1.1.1 Evaluation of Price

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the **lowest evaluated price on aggregate basis** (as specified in Annexes B.1 & B.2) will be recommended for issuance of a standing offer. A maximum of 2 standing offers will be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Board of Directors Certification

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

5.2.3.2 Procurement Business Number (PBN)

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

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

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.3.2 Standing Offers Reporting

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

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

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from **1 July 2022 to 30 April 2023**, divided into twelve (12) rebid periods for 12 monthly standing offer periods.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Andrew MacFarlane

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

Title: Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1
Telephone: (782) 377-4248
Facsimile: (506) 851-6759
E-mail address: Andrew.macfarlane@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

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

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

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

Placing Orders:

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

Delivery follow-up:

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

General Enquiries:

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

6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are:

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

Correctional Service Canada Institutions as follows:

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

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

Dorchester Penitentiary
Medium Security Institution
4902 Main Street
Dorchester, NB E4K 2Y9

Dorchester Penitentiary
Minimum Security Institution
4902 Main Street
Dorchester, NB E4K 2Y9

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

Nova Institution for Women
Food Services Warehouse
180 James Street
Truro, NS B2N 6R8

6.7 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

- PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
- PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
- standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$25,000.00** (Applicable Taxes included).

6.9 Financial Limitation - Total

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

6.10 Priority of Documents

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

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

6.11 Certifications and Additional Information

6.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer, and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer and failure to comply will constitute

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

the Offeror in default. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer.

6.12 Applicable Laws

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

6.13 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

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

6.2.2 Supplemental General Conditions

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

6.2.3 SACC Manual Clauses

6.2.3.1 Delivery of Fresh Chilled or Frozen Products

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

6.2.3.2 Delivery and Unloading

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

6.2.3.3 Type of Transport

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

6.3 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

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

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

6.4.2 Limitation of Price

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

6.4.3 Single Payment

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

6.4.4 Electronic Payment of Invoices – Call-up

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

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

6.5 Invoicing Instructions

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

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

6.6 SACC Manual Clauses

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

6.7 Inspection and Acceptance

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

of the Statement of Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.8 Dispute Resolution

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

6.9 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) to Department of National Defence to Kitchen H33 at the 5th Canadian Division Support Base Gagetown, Oromocto, New Brunswick E2V 4J5 and Correctional Service Canada Institutions including CPAR in Renous E9E 2E1 & Dorchester E4K 2Y9 both in New Brunswick and in Springhill B0M 1X0 and Truro B2N 6R8, Nova Scotia, Incoterms 2000 for shipments from a commercial contractor.

ANNEX " A.1 "

REQUIREMENT FOR THE DEPARTMENT OF NATIONAL DEFENCE

1. Requirement

Public Works and Government Services Canada (PWGSC), on behalf of the Department of National Defence (DND), has a request for a Regional Master Standing Offer (RMSO) for the supply and delivery of Fresh Fruit and Vegetables, on an as and when requested basis for the period. The locations for delivery are listed in Appendix 1 to Annex "A".

The offeror must ensure **100% compliance** with this Annex A.1 and the Lists of Products at Annex B.1. Any deviations **MUST** be approved by the Standing Offer Authority at Public Services and Procurement Canada (PSPC), in writing and PRIOR to bid closing. Failure to do so will render the bid non-compliant and it will be rejected.

2. Food Quality Specifications

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

| FQS # & Description | SQA et Description | Catalogue # English | Numéro de catalogue |
|------------------------------|----------------------------|---------------------|---------------------|
| FQS-10 Fresh Fruit | SQA-10 Fruits frais | D2-531/10-2018E-PDF | D2-531/10-2018F-PDF |
| FQS-11 Fresh Vegetables | SQA-11 - Légumes frais | D2-531/11-2018E-PDF | D2-531/11-2018F-PDF |
| FQS-12 Frozen Fruit | SQA-12 Fruits congelés | D2-531/12-2018E-PDF | D2-531/12-2018F-PDF |
| FQS-13 Frozen Vegetables | SQA-13 Légumes congelés | D2-531/13-2018E-PDF | D2-531/13-2018F-PDF |
| FQS-14 Canned Fruit | SQA-14 Fruits en conserve | D2-531/14-2018E-PDF | D2-531/14-2018F-PDF |
| FQS-15 Canned Vegetables | SQA-15 Légumes en conserve | D2-531/15-2018E-PDF | D2-531/15-2018F-PDF |
| FQS-16 Dried Fruit | SQA-16 Fruits séchés | D2-531/16-2018E-PDF | D2-531/16-2018F-PDF |
| FQS-17 Dehydrated Vegetables | SQA-17 Légumes déshydratés | D2-531/17-2018E-PDF | D2-531/17-2018F-PDF |

3. Standards

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

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

4. Delivery

4.1 Delivery Location

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

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

4.2 Period of Delivery

4.2.1 Only one (1) delivery must be made per order. Only one (1) delivery per day will be accepted, unless otherwise requested and approved by the Food Services Representative.

4.2.2 Deliveries must be made direct to a specified location, and **MUST** be between the hours of **07h30 and 11h30, (delivery completed)** Mondays, Tuesdays, Wednesdays, Thursdays and Fridays. The contractor shall bear all risks of loss or damage to the goods until such time as they have been placed at the disposal of requesting unit/kitchen/institution.

4.2.3 All orders will be placed a minimum of two (2) days prior to the expected day of delivery and DND personnel will be able to make **MINOR** amendments to the original order up until 1400hrs the business day before a delivery.

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

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

4.2.6 Deliveries for Miscellaneous Items must be made within 7 calendar days. This time frame has been established as a general timeframe for all non-stocked items. Government departments must contact their suppliers in advance in order to determine if the lead time of 7 days can be met. If not, the Contractor must contact the client department to identify the most realistic time frame and provide a reason for the delay.

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

4.3 Delivery Vehicle(s)

4.3.1 Delivery of chilled, frozen food commodities **MUST** be made in **climate controlled transport**.

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

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

4.4 Delivery personnel

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

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

4.5 Delivery Slips

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

4.6 Back Orders

- 4.6.1 Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative, at time of ordering or **within 2 hours maximum**; who in turn is the only approving authority for substitutions.
- 4.6.2 Items must not be short shipped when the entire quantity ordered is not available. All items ordered must be processed on a **fill or kill basis**. Items **cannot** be back ordered.
- 4.6.3 The Food Services Officer, or their representative, is the only approving authority for substitutions.

4.7 Discontinued Product

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

4.8 Substitutions

- 4.8.1 Substitutions will not be accepted without the approval of the requesting Food Services representative.
- 4.8.2 It is a condition that the product, packaging, pack and case size, a product's unit size and price cannot be changed after award of the standing offer. The supplier must notify the Standing Offer Authority at PSPC of any changes that may occur, including any changes to product codes if required.
- 4.8.3 If the Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted.

4.9 Inspection and Acceptance

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

4.10 Rejections

4.10.1 The supplier agrees, upon notification of rejects or shortage of food products, to replace any and all shorted item as soon as feasibly possible. **Delivery costs occurred to replace all rejected food items or shortfalls rest fully at the contractor's expense.**

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

4.11 Packaging

4.11.1 The Contractor is responsible for all costs for the supply, pickup, removal, disposal and recycling of empty pallets and shipping containers. At time of delivery, suppliers must take back their pallets from their previous delivery. After the last delivery of the monthly standing offer, the supplier must return to the client's site to pick up the pallets from their last delivery if they are not awarded the next monthly standing offer.

4.11.2 Items must be packaged to prevent cross-contamination. Like items by category are encouraged to be placed together and different categories must be separated. For example, raw meat must not be packaged together with fresh mushrooms if the Contractor holds more than one Standing Offer and is delivering different categories at the same time.

4.11.3 The Contractor must use every effort to utilize environmentally preferable packaging. The Government of Canada strives to ensure that the goods and services it procures advance the protection of the environment by integrating sustainable packaging specifications. All packaging material related to this procurement, to the best extent, should be reusable, recyclable or compostable in accordance with the definitions set forth below. Excluded material can also be found.

4.11.4 Palletizing specification

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

Food items MUST be palletized in segregated commodities of:

- a. Chilled
- b. Frozen

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

Orders MUST be separated by individual units/kitchens/institutions and clearly identified with the name of the requesting unit/kitchen/institution on at least (2) sides.

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

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

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

4.11.5 Sustainable packaging specifications

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

- **Packaging**

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

- **Reusable**

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

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

- **Recyclable**

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

- **Recyclable packaging**

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

- **Compostable**

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

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

- **Excluded material**

Often times packaging tape does not comply with the sustainable packaging specifications as reusable, recyclable or compostable material. As a result, packaging tape is considered to be excluded from the sustainable packaging specifications until more market readiness studies become available to determine otherwise.

5. Call-Ups

5.1 Call-up Procedures

- 5.1.1 All orders may be placed by email, facsimile, or telephone. All orders will be placed a **minimum of two (2) days** prior to the required delivery date, between Monday to Friday. Personnel will be able to make **MINOR** amendments to the original order up until **1400hrs**, Monday to Friday.

5.2 Acknowledgment of call-ups

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

5.2.2 The Contractor **MUST** acknowledge receipt of each call-up **within 2 hours**.

5.3 Minimum Call-Up

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

6. Invoicing

6.1 A bill of lading and a computerized purchase invoice one (1) copy (an original) must be provided to the consignee at the time of each delivery. **Hand written invoices will not accepted.**

6.2 The consignee's delivery representative will verify with the supplier's representative that all items shipped have been received using the bill of lading provided by the supplier.

6.3 The supplier must only charge for the items delivered and accepted. The supplier is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by consignee's representative at time of delivery. The supplier agrees to provide the consignee with a detailed credit receipt within (7) working days from delivery for all items that the consignee and supplier agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier provides the Consignee with approved credit receipt. The supplier must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices must contain the following information:

Attn: Name of Requesting Kitchen
Kitchens Complete Mailing Address
Invoice control number
Delivery Date

6.4 The consignee will forward invoices to the requesting Comptroller for payment within (30) days of the food order delivery and receipt of all credit receipts. If payment is not received within a forty-five (45) day period the supplier shall communicate this information as soon as possible to the receiving Units Comptroller.

7. Quality Assurance

7.1 The ***"Food Quality Specifications (FQS) - Food purchased by federal government departments"*** will be used as reference for quality control. These specifications can be found by searching with the following catalogue number at www.publications.gc.ca.

a. **FQS-10 Fresh Fruits – Catalogue No. D2-531/10-2018E-PDF**
SQA-10 Fruits frais – N° de catalogue D2-531/10-2018F-PDF

b. **FQS-11 Fresh Vegetables – Catalogue No. D2-531/11-2018E-PDF**
SQA-11 Légumes frais – N° de catalogue D2-531/11-2018F-PDF

7.2 The shelf life or best before date must be clearly indicated in conspicuous location for all fresh fruit and vegetable products. Any conditions affecting the product shelf life must be clearly stated at the time of ordering.

- 7.3 The supplier **MUST** ensure that products are delivered no later than (72) hours from the time they are loaded onto the transport truck. This will enable the supplier to ensure the products remain at the required quality standards.
- 7.4 Products must have a minimum remaining shelf life of seven (7) days upon delivery. Items with a best before date of less than seven (7) days will NOT be accepted and will be returned (opened or unopened) to the supplier at the supplier's expense.
- 7.5 Final inspection and acceptance of the food product will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The client will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.

8. Product Recall

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

9. Miscellaneous Items

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

10. Environmental Considerations

- 10.1 The Contractor is responsible for determining if pallets should be used. If pallets are used, the Contractor must have a pallet tracking system in place. The Contractor must ensure that the number of pallets delivered to a location is the same number returned monthly. The Contractor must maintain a record of the number of pallets delivered to and returned by for each delivery location on a monthly basis. A copy of this record must be provided to the Standing Offer Authority and Contracting Authority monthly. Any discrepancy with the quantities of pallets delivered and returned on the record will be forwarded to the Contractor in writing within thirty (30) days after the last delivery date of month;
- 10.2 Any plastic used to wrap the pallets must be reusable, recyclable or compostable in accordance with the definitions in section 4.11.4;
- 10.3 Provide Polyethylene Terephthalate and High-density polyethylene plastic containers when available;

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

10.5 Contractors' facilities should use LED lighting.

11. Price List Updates

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

12 Vendor's Performance:

12.1 The vendor's performance will be monitored by the Food Services Representative or his designated representative.

12.2 "Performance Factors" will include, but NOT limited to:

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to immediately COMMUNICATE unavailability of products ordered at time of ordering (**or within 2 hours maximum**);
- c. Ability to provide products as per sizes requested at quoted prices;
- d. Ability to deliver within required time frame AND the necessary location required at the site;
- e. Ability to provide required quality service and products at all time;

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

12.3 High quality product and service as defined in the "Food Quality Specifications" will be required during the period of this standing offer. Failure to provide the level of quality of goods and services as defined in Annex A.1 OR non-compliance with the product descriptions at Annex B.1, the List of Products, more than **five (5) times over a period of 30 days** will result in the following:

- a. Initial notice of failure to provide the level of service required, quality products or correct product size etc....;
- b. Additional incidents will result in a written notification requesting corrective action; and
- c. For a sixth incident, the vendor will be advised that their Standing Offer has been set-aside, and no further call-ups will be processed.

ANNEX " A.2 "

REQUIREMENT FOR CORRECTIONAL SERVICE OF CANADA

1. Requirement

Public Works and Government Services Canada (PWGSC), on behalf of Correctional Service Of Canada (CSC), has a request for a Regional Master Standing Offer (RMSO) for the supply and delivery of Fresh Fruit and Vegetables, on an as and when requested basis for the period. The locations for delivery are listed in Appendix 1 to Annex "A".

The offeror must ensure **100% compliance** with this Annex A.2 and the Lists of Products at Annex B.2. Any deviations **MUST** be approved by the Standing Offer Authority at Public Services and Procurement Canada (PSPC), in writing and PRIOR to bid closing. Failure to do so will render the bid non-compliant and it will be rejected.

2. Food Quality Specifications

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

| FQS # & Description | SQA et Description | Catalogue # English | Numéro de catalogue |
|------------------------------|----------------------------|---------------------|---------------------|
| FQS-10 Fresh Fruit | SQA-10 Fruits frais | D2-531/10-2018E-PDF | D2-531/10-2018F-PDF |
| FQS-11 Fresh Vegetables | SQA-11 - Légumes frais | D2-531/11-2018E-PDF | D2-531/11-2018F-PDF |
| FQS-12 Frozen Fruit | SQA-12 Fruits congelés | D2-531/12-2018E-PDF | D2-531/12-2018F-PDF |
| FQS-13 Frozen Vegetables | SQA-13 Légumes congelés | D2-531/13-2018E-PDF | D2-531/13-2018F-PDF |
| FQS-14 Canned Fruit | SQA-14 Fruits en conserve | D2-531/14-2018E-PDF | D2-531/14-2018F-PDF |
| FQS-15 Canned Vegetables | SQA-15 Légumes en conserve | D2-531/15-2018E-PDF | D2-531/15-2018F-PDF |
| FQS-16 Dried Fruit | SQA-16 Fruits séchés | D2-531/16-2018E-PDF | D2-531/16-2018F-PDF |
| FQS-17 Dehydrated Vegetables | SQA-17 Légumes déshydratés | D2-531/17-2018E-PDF | D2-531/17-2018F-PDF |

3. Standards

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

- e) The Canadian Food and Drug Regulations;
- f) Canadian Food Inspection Agency Inspection Standards;
- g) Canada Agriculture Products Act;
- h) Canada Sanitation Code, as it relates to delivery vehicles.

4. Delivery

4.1 Delivery Location

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

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

4.2 Period of Delivery

4.2.1 Only one (1) delivery must be made per order. Only one (1) delivery per day will be accepted, unless otherwise requested and approved by the Food Services Representative.

4.2.2 Dorchester New Brunswick: Dorchester Penitentiary (DP) Medium & Minimum Sectors and the Regional Food Production Center (RFPC) - Dorchester NB

Dorchester Penitentiary, **Medium** Sector requires one to two (1-2) deliveries per week;

Dorchester Penitentiary, **Minimum** Sector requires two (2) deliveries per week; and

The Regional Food Production Center (RFPC) requires one (1) delivery per week.

Deliveries will be accepted each day from **Monday to Friday** and **MUST** be from **0800hrs to 1100hrs** and again from **1300hrs to 1500hrs** (**deliveries must be completed by 1100hrs or 1500hrs**).

Emergency Deliveries will be accepted as per their regular hours of delivery.

Location's Mandatory Requirements

- All deliveries to Dorchester Penitentiary **Medium Sector** must be made to the building indicated as "Procurement & Stores";
- All deliveries to DP **Minimum Sector** and the **Regional Food Production Centre** **MUST** be made to the "Regional Food Production Center Building";
- All deliveries to the **Regional Food Production Center** Building **MUST** be made in a truck no longer than **36 feet maximum** in length.

4.2.3 Atlantic Institution (AI) - Renous, N.B.

Atlantic Institution in Renous, NB require two (2) deliveries per week.

Deliveries will be accepted each day from **Monday to Friday** and **MUST** be from **0800hrs to 1100hrs** and again from **1300hrs to 1500hrs** (**deliveries must be completed by 1100hrs or 1500hrs**); and

Emergency Deliveries will be accepted as per their regular delivery hours but up until 16h00 (delivery completed), with prior arrangements.

Location's Mandatory Requirements

- All deliveries to Atlantic Institution must be made to the loading docks and are to be received by Central Receiving.
- **All deliveries to the Atlantic Institution must be made using a truck with the capacity of completely backing inside the bay door with a loading dock 48" high.**

4.2.4 Springhill Institution (SI) - Springhill, N.S.

Springhill Institution in Springhill, NS requires one (1) delivery per week.

Deliveries will be accepted each day from **Monday to Friday** and MUST be from **0800hrs to 1100hrs** and from **1300hrs to 1500hrs** (**deliveries must be completed by 1100hrs or 1500hrs**); and

Emergency Deliveries will be accepted during the same hours as regular deliveries.

Location's Mandatory Requirements

- All deliveries to the Springhill Institution MUST ALWAYS be made by going directly to the Kitchen's Back Door. Deliveries WILL NOT be accepted at any other location on the premises of the Institutions.

4.2.5 NOVA Institution, Truro NS

NOVA will require two (2) deliveries a week.

Deliveries will be accepted each day from Monday, Tuesday, Thursday and Fridays and MUST be from 8h00 to 11h00 and from 13h00 to 15h00 (deliveries must be completed by 11h00 and 15h00).

For Emergency Deliveries only, deliveries will be accepted as per their regular delivery hours but up until 16h00 (delivery completed) with prior arrangements.

Location of Delivery - Mandatory Requirement:

- All deliveries to Nova Institution must be made to the temporary fridges located outside the loading area. The truck will need a ramp or lift to unload as we have no loading dock.

4.2.6 Delivery Site Restrictions

The day(s) of delivery, for the duration of the standing offer, will be determined by a Representative from each Institution/RFPC and the Successful Bidder at award of the Standing Offer and prior to the date of commencement.

Deliveries will not be accepted at any other location on the premises of the Institutions.

There MUST be NO alcohol and NO cigarettes, tobacco products, or drugs (legal or illegal) in the delivery trucks at any time when making deliveries to the Institutions, as per CSC Institution Site Restrictions. Failure to comply will result in the truck being denied entry.

4.2.7 Emergency Deliveries

4.2.7.1 LOCK DOWN Emergency Deliveries:

Orders MUST be delivered within 24 hours' notice, during regular business days only. For Emergency Deliveries due to a LOCK DOWN.

4.2.7.2 Other Emergency Deliveries:

In the event an order CANNOT be delivered as scheduled due to Weather Conditions, One Day Labour Disruptions (strike), etc., the supplier will be required to make delivery the following

business day and NO LATER than the second business following the original scheduled delivery day.

Where a Labour Disruption (strike) would last for more than one or two days, other delivery arrangements will be made, accordingly, by management at the affected Institution(s).

- 4.2.8 All orders will be placed a minimum of two (2) days prior to the expected day of delivery and CSC personnel will be able to make **MINOR** amendments to the original order up until 1400hrs the business day before a delivery.
- 4.2.9 The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery;
- 4.2.10 Deliveries for Miscellaneous Items must be made within 7 calendar days. This time frame has been established as a general timeframe for all non-stocked items. Government departments must contact their suppliers in advance in order to determine if the lead time of 7 days can be met. If not, the Contractor must contact the client department to identify the most realistic time frame and provide a reason for the delay.
- 4.2.11 The supplier shall bear all risks of loss or damage to the goods until such time as they have been delivered to the requesting unit.

4.3 Delivery Vehicle(s)

- 4.3.1 Delivery of chilled, frozen food commodities will be made in climate controlled transport unless the consignee instructs otherwise.
- 4.3.2 The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, it is important that the environment it presents does not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.
- 4.3.3 The construction, maintenance, sanitation and refrigeration standards in addition to the handling practices must equate as closely, as is reasonably possible, to the standards required of a well-operated Canadian commercial grocer.

4.4 Delivery personnel

- 4.4.1 Delivery personnel must be covered by Worker's Compensation (WSIB) or similar program.
- 4.4.2 If the supplier, which is awarded the standing offer, chooses to contract out the Transportation Part of the standing offer, the supplier will be responsible for the Performance of that contractor.

4.5 Delivery Slips

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

4.6 Back Orders

- 4.6.1 Potential shortfalls in providing the specified food commodities shall be immediately brought to the attention of the designated Food Services representative, at time of ordering or within **2 hours maximum**; who in turn is the only approving authority for substitutions.

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

4.6.3 The Food Services Officer, or their representative, is the only approving authority for substitutions.

4.7 Discontinued Product

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

4.8 Substitutions

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

4.8.2 It is a condition that the product, packaging, pack and case size, a product's unit size and price cannot be changed after award of the standing offer. The supplier must notify the Standing Offer Authority at PSPC of any changes that may occur, including any changes to product codes if required.

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

4.9 Inspection and Acceptance

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

4.9.2 Any damaged, stressed, opened, or repackaged products will not be accepted and will be returned to the supplier at the supplier's expense.

4.9.3 The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description and all products must be delivered in its original box or case.

4.9.4 The site authority will identify any discrepancies and/or short shipments of products at the time of delivery. The Contractor must issue a credit for all discrepancies and/or short shipments of products within seven (7) working days.

4.10 Rejections

4.10.1 The supplier agrees, upon notification of rejects or shortage of food products, to replace any and all shorted item as soon as feasibly possible. **Delivery costs occurred to replace all rejected food items or shortfalls rest fully at the contractor's expense.**

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

4.11 Packaging

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

4.11.4 Palletizing specification

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

Food items MUST be palletized in segregated commodities of:

- a. Chilled
- b. Frozen

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

Orders MUST be separated by individual units/kitchens/institutions and clearly identified with the name of the requesting unit/kitchen/institution on at least (2) sides.

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

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

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

4.11.5 Sustainable packaging specifications

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

- **Packaging**
Product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: ISO 21067-1:2016, Clause 2.1.1)
- **Reusable**
Designed to be used multiple times for the same purpose with minimal, if any, processing.

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

- **Recyclable**

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

- **Recyclable packaging**

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

- **Compostable**

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

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

- **Excluded material**

Often times packaging tape does not comply with the sustainable packaging specifications as reusable, recyclable or compostable material. As a result, packaging tape is considered to be excluded from the sustainable packaging specifications until more market readiness studies become available to determine otherwise.

5. Call-Ups

5.1 Call-up Procedures

5.1.1 All orders may be placed by email, facsimile, or telephone. All call-ups **MUST** be placed no later than by 1100hrs on the last business day prior to the expected date of delivery, Monday to Friday.

5.2 Acknowledgment of call-ups

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

5.2.2 The Contractor **MUST** acknowledge receipt of each call-up **within 2 hours**.

5.3 Minimum Call-Up

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

6. Invoicing

6.1 A bill of lading and a computerized purchase invoice one (1) copy (an original) must be provided to the consignee at the time of each delivery. **Hand written invoices will not accepted.**

6.2 The consignee's delivery representative will verify with the supplier's representative that all items shipped have been received using the bill of lading provided by the supplier.

- 6.3 The supplier must only charge for the items delivered and accepted. The supplier is to ensure that a request for credit receipt is issued at the time of delivery for all items that are not accepted by consignee's representative at time of delivery. The supplier agrees to provide the consignee with a detailed credit receipt within (7) working days from delivery for all items that the consignee and supplier agree that was shorted or damaged prior to delivery. Invoices will not be forwarded for payment until the supplier provides the Consignee with approved credit receipt. The supplier must ensure that all Invoices reflect correct pricing effective at the time of ordering. All invoices will be calculated in Canadian dollars.

Invoices MUST contain the following information for all CSC Institutions & RFPC:

1. Purchase Order Number;
 2. Name of Requesting Institution; Minimum or Medium Sector or the RFPC;
 3. Complete Mailing Address;
 4. Invoice Control Number; and
 5. Delivery Date.
- 6.4 The consignee will forward invoices to the requesting Comptroller for payment within (30) days of the food order delivery and receipt of all credit receipts. If payment is not received within a forty-five (45) day period the supplier shall communicate this information as soon as possible to the receiving Units Comptroller.
- 7. Quality Assurance**
- 7.1 The ***"Food Quality Specifications (FQS) - Food purchased by federal government departments"*** will be used as reference for quality control. These specifications can be found by searching with the following catalogue number at www.publications.gc.ca.
- a. **FQS-10 Fresh Fruits – Catalogue No. D2-531/10-2018E-PDF**
SQA-10 Fruits frais – N° de catalogue D2-531/10-2018F-PDF
 - b. **FQS-11 Fresh Vegetables – Catalogue No. D2-531/11-2018E-PDF**
SQA-11 Légumes frais – N° de catalogue D2-531/11-2018F-PDF
- 7.2 The shelf life or best before date must be clearly indicated in conspicuous location for all fresh fruit and vegetable products. Any conditions affecting the product shelf life must be clearly stated at the time of ordering.
- 7.3 The supplier **MUST** ensure that products are delivered no later than (72) hours from the time they are loaded onto the transport truck. This will enable the supplier to ensure the products remain at the required quality standards.
- 7.4 Products must have a minimum remaining shelf life of seven (7) days upon delivery. Items with a best before date of less than seven (7) days will NOT be accepted and will be returned (opened or unopened) to the supplier at the supplier's expense.
- 7.5 Final inspection and acceptance of the food product will rest solely with the consignee at the point of delivery. All products supplied shall be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The client will have the right to reject products at the time of delivery and the supplier will remove unacceptable products immediately.
- 8. Product Recall**
- 8.1 All products that are recalled by a manufacturer must be returned to the Contractor. The Contractor must notify the Project Authority on the call-up immediately of any product which is

subject to a product recall by a manufacturer. The Contractor must pick-up the product recall within twenty-four (24) hours of the recall notice. The Contractor must offer a comparable substitute product at no additional expense or provide a credit note for reimbursement of the recalled product.

9. Miscellaneous Items

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

10. Environmental Considerations

- 10.1 The Contractor is responsible for determining if pallets should be used. If pallets are used, the Contractor must have a pallet tracking system in place. The Contractor must ensure that the number of pallets delivered to a location is the same number returned monthly. The Contractor must maintain a record of the number of pallets delivered to and returned by for each delivery location on a monthly basis. A copy of this record must be provided to the Standing Offer Authority and Contracting Authority monthly. Any discrepancy with the quantities of pallets delivered and returned on the record will be forwarded to the Contractor in writing within thirty (30) days after the last delivery date of month;
- 10.2 Any plastic used to wrap the pallets must be reusable, recyclable or compostable in accordance with the definitions in section 4.11.4;
- 10.3 Provide Polyethylene Terephthalate and High-density polyethylene plastic containers when available;
- 10.4 Deliveries should be made in hybrid vehicles if the Contractor or its subcontractor has hybrid vehicles in their fleet;
- 10.5 Contractors' facilities should use LED lighting.

11. Price List Updates

- 11.1 The pricing provided by the Contractor in Annex B.2 is firm for the entire period of the Standing Offer.

12 Vendor's Performance:

- 12.1 The vendor's performance will be monitored by the Food Services Representative or his designated representative.
- 12.2 "Performance Factors" will include, but NOT limited to:

- a. Ability to PROVIDE items and quantities ordered;
- b. Ability to immediately COMMUNICATE unavailability of products ordered at time of ordering (**or within 2 hours maximum**);
- c. Ability to provide products as per sizes requested at quoted prices;
- d. Ability to deliver within required time frame AND the necessary location required at the site;
- e. Ability to provide required quality service and products at all time;

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

- 12.3 High quality product and service as defined in the "Food Quality Specifications" will be required during the period of this standing offer. Failure to provide the level of quality of goods and services as defined in Annex A.2 OR non-compliance with the product descriptions at Annex B.2, the List of Products, more than **five (5) times over a period of 30 days** will result in the following:

- a. Initial notice of failure to provide the level of service required, quality products or correct product size etc....;
- b. Additional incidents will result in a written notification requesting corrective action; and
- c. For a sixth incident, the vendor will be advised that their Standing Offer has been set-aside, and no further call-ups will be processed.

APPENDIX 1 to ANNEX A

LOCATIONS

1. Zones

1.1 Contractors must deliver to all locations identified in the Standing Offer.

Zone 1 – Nova Scotia

| Department | Location Name | Location Address | Delivery Information and Special Instructions |
|-----------------------------|----------------------------|--|---|
| Correctional Service Canada | Springhill Institution | 330 McGee Street, P.O. Box 2140, Springhill, NS, B0M 1X0 | |
| | Nova Institution for Women | 180 James Street, Truro, NS, B2N 6R8 | |

Zone 2 – New Brunswick

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

ANNEX " B "

BASIS OF PAYMENT

Annex B is comprised of 2 parts:

1. Note to the Offerors; and
2. See attached Excel spreadsheet for the list of items.

Note to the Offerors:

1. All shipping charges are included in the quoted prices per item.
2. Estimated Usages are based on typical client department volumes in each zone. Due to COVID-19 measures taken at client department locations, food service may be reduced and may impact ordering volume and frequency.
3. Special Order Product(s) are products that are not listed in the Excel part of Annex B. Offerors are requested to fill out Special Order Products that are requested using call-ups against a Standing Offer. The call-ups will be charged in accordance with the Offeror's cost, plus the Offeror's maximum percentage mark-up as indicated in their bid.
4. Instructions on how to complete the attached excel spreadsheets:
 - Column N: Offeror can insert their Product Code.
 - Column O: Offeror can insert proposed Brand.
 - Column P: Offeror **must** insert Number of Units per Case.
 - Column R: Offeror **must** insert Weight or Volume per Unit.
 - Column S: Offeror **must** insert Item Measurement Unit.
 - Column U: Offeror **must** provide their pricing as per Vendor Item Description and Column T.
 - Column V: Offeror can provide any comments they have for that particular line item.

Please note: Offerors must complete columns P, R, S and U even if their proposed line item's case description is the same as the Case Description provided in the Requirement. Failure to complete any of these columns will result in disqualification of that particular line item. It is the Offeror's sole responsibility to ensure all required information for their proposed line items are provided by bid closing. Canada will not be liable if any information is missing or not provided for these line items by bid closing. Clarification may be sought during the evaluation phase.

5. Bidders will be required to submit their bid electronically for evaluation purposes, via email, if ePost is not used to submit the bid. No handwritten bids will be accepted.
6. Prices will be reviewed by Public Works and Government Services Canada (PWGSC). The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC.
7. Prices must be provided in 2 decimal place format (example: \$2.99 per kilogram).

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

APPENDIX 1 TO ANNEX B

SCHEDULE OF TENDER CLOSING DATES

| Period Identification N° | Term of the Standing Offer | Closing Date |
|--------------------------|------------------------------------|-------------------|
| EC095-220003-01/A | 1 July 2022 to 30 September 2022 | 21 June 2022 |
| EC095-220005-02/A | 1 October 2022 to 31 December 2022 | 21 September 2022 |
| EC095-220005-03/A | 1 January 2023 to 31 March 2023 | 21 December 2022 |
| EC095-220005-4/A | 1 April 2023 to 30 April 2023 | 21 March 2023 |

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

ANNEX “1” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

ANNEX " C "

STANDING OFFER USAGE REPORTING FORM

Company Name: _____

| Standing Offer No. EC095-220005 – Fresh Fruit & Vegetables | | | | | | |
|---|------------------|---------------------|---------------------|----------|-------------------|--------------------|
| Month/Term: | | | | | | |
| Unitrak/FSIMS Code | Offerors Code | Item Description | Case Description | Quantity | Firm UoM Price | Firm Case Price |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Monthly Total | | | | | | \$ |

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

PREPARED BY:

NAME: _____ TELEPHONE No.: _____

SIGNATURE: _____ DATE: _____

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

ANNEX “ D ”

SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY

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

Department/Unit (with complaint)

Date of Discrepancy

Supplier/Company Name

Standing Offer #

Supplier Product Code

Unitrak or FSIMS Code

1. TYPE OF DISCREPANCY (Check appropriate remarks below)

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

2. ACTION TAKEN (Check appropriate remarks below)

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

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

4. DATE SUBMITTED

5. CONTACT NAME

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

ANNEX "E" DIRECTORS AND/OR OWNERS OF THE BIDDER

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

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

Complete Legal Name of Supplier: _____

Supplier Address: _____

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

| NAME | JOB TITLE / POSITION |
|------|----------------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Include additional names on a separate sheet if required.

2. Procurement Business Number (PBN)

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

Procurement Business Number: _____

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

ANNEX "F"

SOCIAL PROCUREMENT SUPPLIER SELF-IDENTIFICATION FORM

1. Context

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

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

2. Definitions

Social procurement

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

Underrepresented group

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

Underrepresented supplier

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

Indigenous Supplier

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

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

Canadian Small Business⁵

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

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

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

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

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

A Canadian small business has 1 to 99 paid employees.

3. Supplier Information Questionnaire

Data Collection

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

Privacy Notice

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

Instructions

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

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

☐ Yes ☐ No ☐ Prefer not to respond

If Yes, please respond to all that apply:

Part 2 –

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

☐ Yes ☐ No

OR

Part 3 –

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

☐ Yes ☐ No

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

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

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

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

B. Business Composition

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

Answer: _____%

ANNEX “G” COVID-19 VACCINE DEFINITIONS

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

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

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

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

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

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

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

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

Partially vaccinated

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

Personnel

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

Supplier

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

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.

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

Workplace

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

ANNEX "H" COVID-19 Vaccination Requirement Certification Form

COVID-19 Vaccination Requirement Certification Form

Certification

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

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

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

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

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

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

Signature: _____
Date: _____

Optional

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

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information

Solicitation No. - N° de l'invitation
EC095-220005/A
Client Ref. No. - N° de réf. du client
EC095-220005

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45019

Buyer ID - Id de l'acheteur
MCT045
CCC No./N° CCC - FMS No./N° VME

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.