



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

**Request For a Standing Offer
Demande d'offre à commandes**

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

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

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|--|--|
| Title - Sujet RISO Misc. Dry Canteen Items RISO Miscellaneous Dry Canteen Items | |
| Solicitation No. - N° de l'invitation 21201-236382/01/A | Date 2022-08-12 |
| Client Reference No. - N° de référence du client 21201-236382 | GETS Ref. No. - N° de réf. de SEAG PW-\$MCT-045-6236 |
| File No. - N° de dossier MCT-2-45023 (045) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2023-03-08 Heure Normale de l'Atlantique HNA | |
| 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: CORRECTIONAL SERVICE OF CANADA 2ND FL. 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 |

Public Works and Government Services Canada

Please note this solicitation of offers is being tested as part of PSPC's Contract Modernization Initiative. For more information please consult the following <https://buyandsell.gc.ca/contract-modernization-initiative>.

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1. Solicitation of Offers.

Canada requests offers from Offerors to meet its requirements. For the convenience of Offerors, a brief description is set out below with detailed requirements in subsequent sections of this solicitation of offers. If interested and able to meet these requirements, Canada appreciates and welcomes an offer.

1.1. Offers. Canada is seeking offers from Offerors to provide miscellaneous canteen items to the Inmate's Canteens to Correctional Service Canada's institutions located in Renous & Dorchester, NB, and in Springhill, NS.

1.2. Standing Offer Process.

- a. **Process Overview.** One method that Public Works and Government Services Canada (PWGSC) uses to satisfy Canada's supply requirements is to arrange with potential suppliers to submit a standing offer to provide goods, services or both during a specified period. PWGSC then authorizes specific departments and agencies to make call-ups against the standing offer, during the effective period of the standing offer and in accordance with the predetermined conditions, detailing the exact quantities of goods or level of services they wish to order.
- b. **Start of Process.** The process normally starts with a Request for Standing Offers (RFSO), which suppliers may obtain through the Government Electronic Tendering Service (GETS). An RFSO is an invitation to potential suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services, and estimated expenditure specified in the RFSO are only Canada's approximation of its requirements. An RFSO does not commit PWGSC to authorize the use of a standing offer or to procure or contract for any goods or services. A standing offer is not a contract. PWGSC's issuance of a Standing Offer and Call-up Authority to successful offerors and to departments and agencies authorized to make call-ups does not constitute Canada's agreement to order any such goods or services. Departments and agencies may make one or several call-ups against a standing offer.

1.3. Term. The period of the Standing Offer is from 1 October 2022 to 30 September 2023 inclusive.

1.4. Delivery Points. Delivery of the requirement will be made to delivery point(s) specified at "Annex-Requirement" of the Contract.

1.5. Use of an e-Procurement System (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 Offer that is issued under this solicitation, refer to the section titled Transition to an e-Procurement Solution (EPS) in the Offer. The Government of Canada's press release provides additional information.

2. Offer Requirements.

2.1. Security Requirements. There are no security requirements associated with this solicitation of offers.

2.2. Canadian Content. The requirement is subject to a preference for Canadian goods.

3. Offeror Requirements.

3.1. Offeror Responsibilities. Each Offeror must

- a. obtain any clarification it considers necessary of the solicitation of offers requirements before submitting an offer;
- b. prepare its offer in accordance with the solicitation of offers instructions;
- c. submit a complete offer by the closing date and time as per the instructions noted in section titled "Offer Submission";

- d. provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will enable Canada to complete its evaluation based on the solicitation of offers criteria, and
- e. comply with all other requirements of this solicitation of offers.

3.2. Legal capacity. The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership, or a corporate body, the Offeror must provide, if requested by the Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to offerors submitting an offer as a joint venture.

3.3. Compliance with Code of Conduct. The Offeror must comply with Canada's [Code of Conduct for Procurement](#).

3.4. Ineligibility and Suspension Policy. The Offeror must (i) comply with Canada's [Ineligibility and Suspension Policy](#) and applicable directives in effect on the date Canada issues the solicitation of offers, which are incorporated into the solicitation of offers, and (ii) submit an [Integrity Declaration Form](#).

3.5. Conflict of Interest.

- a. **Right to Reject.** Canada may reject an offer if the Offeror, any of its subcontractors, or any of their respective employees or former employees
 - i. was involved in any manner in the preparation of the solicitation of offers or in any situation of conflict of interest or appearance of a conflict of interest, or
 - ii. had access to information related to the solicitation of offers that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.
- b. **Experience Not an Unfair Advantage.** Canada will not consider any experience any Offeror has acquired by providing the goods and/or services described in the solicitation of offers (or similar goods and/or services), in itself, as conferring an unfair advantage or creating a conflict of interest.
- c. **Notification of Rejection.** If Canada intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations.

3.6. Offer Submission Form. Each Offeror is required to include the Offer Submission Form (Annex - Offer Submission Form) with their offers. If Canada determines that the information required by the Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

3.7. Offeror Declaration Form. Each Offeror is required to submit a signed Offeror Declaration (Annex- Offeror Declaration Form) in which it certifies to Canada all the information required by the Offeror Declaration. If Canada determines that the information required by the Offeror Declaration Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

3.8. Insurance. The successful Offeror will be responsible to meet insurance requirements in accordance with the resulting contract section entitled "Insurance".

4. Offer Submission.

4.1. Offer Receipt. Subject to provisions for delayed offers, Canada will consider only offers submitted to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 and the "Offer Submission" section of the solicitation.

4.2. Delayed Offers.

- a. **Late Offers.** Canada will not consider offers delivered after the offer submission closing date and time, unless they qualify as a delayed offer as described below. Canada will return late offers submitted physically, and will delete late offers submitted electronically (while retaining the transaction history).
- b. **Cause of Delay.** Canada may consider an offer delivered after the solicitation of offers closing date but before Canada awards the Standing Offer if the Offeror can prove the delay is due solely to a delay in the delivery caused by the Canada Post Corporation (or the national equivalent of a foreign country). Canada will not consider delayed offers due to private couriers (Purolator Inc., FedEx Inc., etc.) misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers.
- c. **Evidence of Delay.** The only evidence relating to a delay in the CPC system that Canada will accept are (i) a CPC cancellation date stamp, (ii) a CPC Priority Courier bill of lading, (iii) a CPC Xpresspost label that clearly indicates that the Offeror mailed the offer before the solicitation of offers closing date, or (iv) a Canada Post Corporation Connect date and time record indicated in the Connect conversation history that clearly indicates that the Offeror sent the offer before the solicitation of offers closing date and time. Postage meter imprints are not acceptable as proof of timely mailing. For the national equivalent to the CPC in a foreign country, Canada will accept the local equivalent to these CPC documents.

4.3. Customs Clearance. It is the responsibility of the Offeror to allow sufficient time to obtain Customs clearance, where required, before the offer closing date and time. Delays related to the obtaining of Customs clearance cannot be construed as "undue delay in the mail" and will not be accepted as a delayed offer.

4.4. Offers Submitted by Canada Post Corporation's (CPC) Connect service.

- a. **Submission by CPC Connect.** Offerors may submit their offers by CPC Connect provided by Canada Post Corporation.
- b. **CPC Connect Address.** Unless specified otherwise in the solicitation, Offerors may submit offers by CPC Connect to:
 - i. PWGSC regional offices at TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca
Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an CPC Connect conversation or to send offers through an CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect.
- c. **CPC Connect Requirements.**
 - i. **Submission Process.** To submit an offer using CPC Connect, the Offeror must either:
 - 1. send its offer directly to the specified PWGSC offer Receiving Unit, using its own licensing agreement for CPC Connect provided by CPC, or
 - 2. send, as early as possible, and in any case at least six business days before the solicitation closing date and time, an email that includes the solicitation number to the specified PWGSC offer Receiving Unit requesting to open an CPC Connect conversation. Canada may not answer any requests to open an CPC Connect conversation received after that time.
 - ii. **Transmission Capacity.** The CPC Connect system has the capacity to receive multiple documents, with a limit of 1GB per single message posted and a limit of 20GB per conversation.
 - iii. **CPC Connect Conversations.** If the Offeror sends an email requesting CPC Connect to the specified offer Receiving Unit in the solicitation, an officer of the offer Receiving Unit will then initiate an CPC Connect conversation. This will create an email notification from Canada Post Corporation prompting the offeror to access and action the message within the conversation. The offeror will then be able to transmit its offer.

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- iv. **Conversation Time Periods.** If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the CPC Connect conversation open for at least 30 business days after the solicitation closing date and time.
 - v. **Message Fields.** The Offeror must identify the solicitation number in the CPC Connect message field of all electronic transfers.
 - vi. **Acknowledgement of Receipt.** The offer Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the CPC Connect conversation. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.
 - vii. **Canadian Mailing Address.** The use of CPC Connect requires a Canadian mailing address. Offerors that do not have a Canadian mailing address may use the offer Receiving Unit address specified in the solicitation in order to register for CPC Connect
 - d. **Use of Correct Email Address.** Offerors must ensure that they are using the correct email address for the offer Receiving Unit when initiating a conversation in CPC Connect or communicating through an CPC Connect conversation.
 - e. **Errors in CPC Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of an offer transmitted by CPC Connect.
- 4.5. Offer Submitted by Mail.**
- a. **Submission by Mail.** Offerors may deliver their offer by mail, in person or by courier to the address specified in the clause entitled "Offer Receipt".
- 4.6. Offers Submitted by Fax.**
- a. **Submission by Fax.** Offerors may submit their offers by fax.
 - b. **Fax Numbers.** Offerors may submit their offer by fax to
 - i. PWGSC regional offices. The fax number for responses to solicitations of offers issued by PWGSC regional office is 506-851-6759.
 - c. **Errors in Faxed Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of a faxed offer.
- 4.7. Offer Sections.** Offerors are requested to submit their offers separated into the following sections:
Section I: Financial Offer;
Section II: Offer Submission Form; and
Section III: Offeror Declaration Form.
- 4.8. Offer Submission Method Restrictions.** Canada will not accept offers submitted in any other manner.
- 4.9. Hard Copy Offer Delivery.**
- a. **Offer Sections.** If the Offeror chooses to submit its offer in hard copies, the Offeror must submit its offer in separately bound sections as follows:
 - i. Section I: Financial Offer (1 hard copy);
 - ii. Section II: Offer Submission Form (1 hard copy); and
 - iii. Section III: Offeror Declaration Form (1 hard copy).
 - b. **Prices in Financial Offer Only.** Offerors are requested to indicate prices in the financial offer and if prices are indicated elsewhere, they will not be considered.
 - c. **Format Instructions.** Offerors should submit the hard copy of their offer on 8.5 x 11 inch (216 mm x 279 mm) paper, using a numbering system that corresponds to the solicitation of offers.
 - d. **Policy on Green Procurement.** In compliance with Canada's [Policy on Green Procurement](#), Offerors should:

- i. include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.);
- ii. include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.);
- iii. use paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- iv. 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).

4.10. Discrepancies.

- a. **Submission via CPC Connect Service.** If the Offeror provides copies of its offer using multiple acceptable delivery methods and there is a discrepancy between the wording of any of these copies and the copy provided through CPC Connect service, the wording of the copy provided through CPC Connect service will have priority.
- b. **Submission via Other Methods.** In all other cases of discrepancy, the wording of the hard copy of the offer will have priority.

4.11. Offer Submission Requirements.

- a. **Authority.** Each Offeror (and each member of a Joint Venture submitting an Offer) must (i) have legal capacity to contract and (ii) sign the offer by an authorized representative of the Offeror. If a Joint Venture Offeror submits an Offer, the Joint Venture will be required to identify its representative chosen to act on behalf of the Joint Venture (if the Offeror has not done so in the Offer, Canada will provide it a deadline to do so).
- b. **Procurement Business Number.** Each Offeror (and each member of a Joint Venture submitting an Offer) must have a Procurement Business Number (PBN) before issuance of a Standing Offer. Suppliers may register for a PBN online at [Supplier Registration Information](#). 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.
- c. **Offer Identification.** Each Offeror must ensure that its name, its return address, the solicitation of offers number, and the closing date and time of the solicitation of offers are clearly visible on any envelope or parcels containing samples or any paper bid as applicable.
- d. **Validity of Offers.** Offers will remain open for acceptance for a period of not less than 120 calendar days from the closing date of the solicitation of offers, unless specified otherwise in the solicitation of offers. Canada reserves the right to seek an extension of the Offer validity period from all compliant Offerors in writing, at least three calendar days before the end of the Offer validity period. If all compliant Offerors agree to extend their Offers, Canada will continue with the evaluation of the Offers. If not all compliant Offerors extend their Offers, Canada, at its sole discretion, will either continue with the evaluation of the Offers of those who have accepted the extension or cancel the solicitation of offers.
- e. **Offer Language.** Offerors may submit their documents and supporting information in either English or French.
- f. **Offer Become Property of Canada.** Offers received on or before the closing date and time of the solicitation of offers will become the property of Canada and Canada will not return them to Offerors. Canada will treat all Offers as confidential, subject to the provisions of the Access to Information Act and the Privacy Act.
- g. **No Assignment of Offers.** An Offer cannot be assigned or transferred in whole or in part.

4.12. Provision of Documentation. Canada will make available Notices of Proposed Procurement, solicitation of offers, and related documents for download through the Government Electronic Tendering Service. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third Parties. Canada will not notify Offerors if it amends a Notice of Proposed Procurement, a solicitation of offers, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Offerors are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third Party.

4.13. Offer Costs. The Offeror is solely responsible for all costs associated with preparing, submitting, and evaluating its offer.

4.14. 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 a Canadian province or territory. Offerors may insert the Canadian province or territory of their choice in the Offer Submission Form. If the Offeror does not include this information in the Offer Submission Form, the applicable laws will be those in force in the New Brunswick.

4.15. Entire Requirement. The solicitation of offers documents contain all the requirements relating to the solicitation of offers; no other information or documentation is relevant. Offerors should not assume that practices used under previous solicitations of offers or contracts will continue or that the Offeror's existing capabilities meet the requirements of the solicitation of offers simply because they have met previous requirements.

5. Communications.

5.1. Communications During Solicitation of Offers Period. To ensure the integrity of the competitive process, the Offeror must direct all questions and other communications regarding the solicitation of offers only to the Standing Offer Authority identified in the solicitation of offers. Failure to comply may result in Canada rejecting the offer.

- a. **Period for Questions.** Offerors should submit all questions in writing no later than 7 business days before the offer closing date. Canada may not respond to questions submitted after this.
- b. **Detail of Questions.** Offerors must accurately reference the numbered item of the solicitation of offers to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.
- c. **Proprietary Questions.** For any technical questions containing proprietary information, Offerors must clearly mark those questions as "proprietary". Canada will treat such questions as proprietary except where Canada determines that the question is not of a proprietary nature. Canada may edit the question(s) or may request that the Offeror revise the question(s) to eliminate the proprietary nature of the question(s) and Canada can provide the answer to all Offerors. Canada may not answer questions that are not in a form it can distribute to all Offerors.

5.2. Improvement of Requirement During Solicitation Period. Offerors may make suggestions, in writing, to Canada of technical or technological improvements to the specifications or Statement of Work contained in the solicitation of offers. Offerors must, in such case, clearly outline the suggested improvement as well as the reason for the suggestion. Canada will consider suggestions that do not restrict the level of competition or favour a particular Offeror, but only if the Offeror submits its suggestions at least 7 days before the offer closing date. Canada may accept or reject any suggestions.

5.3. Offer Debriefings. Offerors may request a debriefing on the results of the solicitation of offers process. Offerors should make such a request to the Standing Offer Authority within 15 business days from its receipt of

the results of the solicitation of offers process. Canada may provide the debriefing in writing, by telephone, or in person.

5.4. Offer Challenge and Recourse Mechanisms.

- a. Challenges to Procurement Process.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including issuance of a Standing Offer. Canada encourages suppliers to first bring their concerns to the attention of the Standing Offer Authority.
- b. Bid Challenge and Recourse Mechanisms.** Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)", contains information on potential complaint bodies such as:
 - i.** Office of the Procurement Ombudsman (OPO)
 - ii.** Canadian International Trade Tribunal (CITT)
- c. Deadlines for Filing Complaints.** There are strict deadlines for filing complaints; the time periods vary depending on the particular complaint body. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

6. Financial Proposal.

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

6.2. Exchange Rate Fluctuation. Canada is not offering exchange rate fluctuation risk mitigation for this solicitation. Canada will declare any offer non-compliant if there is any indication that offer is conditional on exchange rate fluctuation protection.

7. Evaluation Procedures.

7.1. Assessment. Canada will assess offers in accordance with the entire requirement of the solicitation of offers including the Financial evaluation criteria. Canada will declare any offer that fails to meet all mandatory solicitation requirements non-compliant.

7.2. Conduct of Evaluation.

- a. Support for Offer Requirements.** Canada may request information to support any offer requirement. The Offeror must address each requirement in sufficient depth to permit a complete analysis and assessment. In particular, Canada may, by written notice,
 - i.** seek clarification or verification as to any information provided,
 - ii.** contact any references to verify any information it submitted,
 - iii.** request information about the Offeror's legal status,
 - iv.** conduct a survey of the Offeror's facilities,
 - v.** examine the Offeror's its technical, managerial, and financial capabilities,
 - vi.** correct any error in
 - 1.** the extended pricing of offers by using unit pricing, or
 - 2.** the quantities in offers to reflect the quantities stated in the solicitation of offers (and, in the case of error in the extension of prices, the unit price will govern),
 - vii.** verify any information the Offeror provided, or
 - viii.** interview, at the Offeror's sole cost, the Offeror, any resources it proposes to fulfill the solicitation of offers requirements or both.
- b. Compliance.** The Offeror must comply with any such request within the specified time.

7.3. Evaluation Based on Documents Provided. Unless otherwise specified in this solicitation of offers, Canada will evaluate only the documentation provided with the offer. Canada will not consider information such as

references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.

7.4. Canadian Content. The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more offerors that are not affiliated within the meaning used in the Competition Act. If there are, only those offers will be eligible to be issued a Standing Offer; if not, all offers will be eligible. If, at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-compliant or withdrawal of offers by offerors, that there are no longer two (2) or more compliant offers with a valid certification, then all compliant offers will be eligible to be issued a Standing Offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

7.5. Rights of Canada. Canada may:

- a. reject any or all offers in response to the solicitation of offers;
- b. enter into negotiations with Offerors on any or all aspects of their offers;
- c. accept any offer in whole or in part without negotiations;
- d. cancel the solicitation at any time;
- e. reissue the solicitation; or
- f. if no compliant offers are received and the requirement is not substantially modified, reissue the solicitation by inviting only the Offerors who offer to resubmit offers within a period designated by Canada and negotiate with the sole compliant Offeror to ensure the best value to Canada.

7.6. Rejection of Offer. Canada may reject an offer where:

- a. **Bankruptcy.** The Offeror is bankrupt or its activities are inoperable for an extended period;
- b. **Improper Conduct.** The Offeror or an employee or subcontractor included as part of the offer:
 - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to offers on the requirement;
 - ii. based on evidence satisfactory to Canada, has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
 - iii. based on evidence satisfactory to Canada, has conducted themselves improperly in the past;
- c. **Suspension or Termination.** The Offeror or an employee or subcontractor included as part of the offer has been suspended or terminated by Canada for default under a contract with Canada;
- d. **Poor Performance.** In Canada's opinion, the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement;
- e. **Not Good Value.** In Canada's opinion, it does not offer good value to Canada;
- f. **Conflict of Interest.** In Canada's opinion, the Offeror is in a conflict of interest or had an unfair advantage over other Offerors. Among other things, being involved in preparing the solicitation or having access to information not available to other Offerors may be considered grounds for rejection, although having experience on the previous or related contracts does not, in itself, confer an unfair advantage or create a conflict of interest. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before offer closing; or
- g. **Prejudicing Integrity or Fairness - Multiple Offers from Single Offeror or Joint Venture.** Canada may apply additional scrutiny when it receives multiple offers in response to a solicitation of offers from a single Offeror or a Joint Venture. Canada may reject any offer submitted by a single Offeror or Joint Venture if their inclusion
 - i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or

ii. in the procurement process would distort the solicitation of offers evaluation or would not provide good value to Canada.

h. **Ability to Make Representations.** If Canada intends to reject an offer under (c) or (d), the Standing Offer Authority will inform the Offeror and give the Offeror ten calendar days within which to make representations, before making a final decision on the offer rejection.

8. Financial Evaluation.

8.1. Evaluation of Price. Canada will evaluate all offers in Canadian dollars, Applicable Taxes excluded, delivery, and Canadian customs duties and excise taxes included.

8.2. Blank Prices. Offerors must insert "\$0.00" for any item for which they do not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that fact. Canada will not permit any Offeror to add or change a price as part of such a confirmation. If an Offeror does not confirm that the price for a blank item is \$0.00, Canada will declare its offer to be non-responsive.

8.3. Basis of Selection. For Canada to declare an offer compliant, the offer must comply with the requirements of the solicitation of offers. Canada will consider the compliant offer with the lowest evaluated price for award.

8.4. Price Justification. If an offer is the sole compliant offer received, the Offeror must provide, on Canada's request, one or more of the following:

- a. a current published price list indicating the percentage discount available to Canada;
- b. a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers;
- c. a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit;
- d. price or rate certifications; and
- e. any other supporting documentation that Canada may request.

Standing Offer

1. Offer. The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex-Requirement.

1.1. Fulfilling Standing Offer Requests. If an Identified User listed in the Standing Offer requests any of the goods, services, or both described in the Standing Offer, the Offeror will provide and deliver them to Canada in accordance with the pricing set out in the Standing Offer and with the conditions listed in the clause entitled Offeror's Acknowledgements.

1.2. Term of the Standing Offer. The period for issuing Call-ups against the Standing Offer is from 1 October 2022 to 30 September 2023.

1.3. Security Requirements. There is no security requirements applicable to the Standing Offer.

1.4. Delivery Points. Delivery of the requirement will be made to delivery point (s) specified at Appendix 1 to Annex Statement of Requirement of the Standing Offer.

1.5. Call-Ups.

- a. Forms.** Identified Users will use the form included in the Standing Offer, if applicable, to place Call-ups to order goods, services or both; they may also do so by telephone calls, fax or email requests, or by using Canada acquisition cards (Visa or MasterCard).
- b. Written Confirmation.** Call-ups ordered and paid for with Canada acquisition cards (Visa and MasterCard), including Call-ups made by telephone calls must be confirmed in writing through emails, facsimiles or other means, and must be in accordance with the terms and conditions and at the prices stipulated in the Standing Offer.
- c. Identified User.** The Identified User authorized to make Call-ups against the Standing Offer is:
Inmates' Canteen at Correctional Service Canada Institutions as follows:

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

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

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

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

d. Call-Up Procedures.

- i. Call-up by Authorized Representative.** The Identified User's authorized representative places a Call-up under the Standing Offer for goods, services, or both included in, and at the prices and in accordance with the terms and conditions specified in, the Standing Offer.

-
- ii. **Multiple Standing Offers.** Call-ups will be issued as described in Annex "Call-up Procedures". If there are multiple Standing Offers, buyer to insert Call-up Procedures identifying how supplier is to be selected when issuing the call-up. Reference Section 4.10.20.5 of the Supply Manual.
- e. **Call-Up Instrument.**
- i. **Confirmation of the Work.** The Identified User will authorize or confirm the Work using the duly completed forms or their equivalents as identified immediately below, or by using a Canada acquisition card (Visa or MasterCard).
- ii. **Applicable Forms.** The Identified User may, for this purpose, use any of the following forms, 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**
- Applicable Forms.** The Identified User may use an equivalent form or electronic Call-up document that contains at least the following information:
- the Standing Offer number,
 - a statement that incorporates the terms and conditions of the Standing Offer,
 - a description and the unit price for each line item,
 - the total value of the Call-up,
 - the point of delivery,
 - a confirmation that funds are available under section 32 of the Financial Administration Act, and
 - a confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.
- f. **Standing Offer and Call-up Authority.** The Standing Offer Authority will issue a document called a "Standing Offer and Call-up Authority," which
- i. authorizes Identified Users to make Call-ups against the Standing Offer, and
 - ii. notifies the Offeror that it has authorized those Identified Users to make Call-ups against the Standing Offer.
- g. **Offer and Acceptance.** Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up.
- 1.6. Limitation of Call-ups.** Individual Call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).
- 1.7. Financial Limitation.**
- a. **Limitation for All Call-ups.** The total cost to Canada resulting from Call-ups against the Standing Offer must not exceed the sum of \$1,066,000.00 (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to Call-ups Contracts which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.
- b. **Notification of Adequacy.** The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

1.8. Revision of Standing Offer. Only the Standing Offer Authority can extend the period of retention of the Standing Offer or increase its usage, by issuing a written revision to the Standing Offer.

1.9. Standing Offers Reporting.

- a. Maintaining Records.** The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. The Offeror must ensure that this data include all of Canada's purchases (Call-ups), including those paid for by Canada acquisition cards.
- b. Reporting Requirements.** The Offeror must provide this data in accordance with the reporting requirements detailed in "Annex Standing Offer Usage Reporting Form". If some data are not available, the Offeror must indicate the reason in its report. If the Offeror has not provided any goods or services during a given period, it must provide a "nil" report.
- c. Frequency of Submissions.** The Offeror must submit this data on a quarterly to the Standing Offer Authority.
- d. Quarterly Reporting Periods.** The quarterly reporting periods are as follows:
first quarter: April 1 to June 30
second quarter: July 1 to September 30
third quarter: October 1 to December 31
fourth quarter: January 1 to March 31
- e. Deadline for Submissions.** The Offeror must submit this data to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

1.10. Set Aside by Canada.

- a. Set Aside on Default.** The Standing Offer Authority may, upon written notice to the Offeror, set aside the Standing Offer of any Offeror who is in default of any of its obligations under any Call-up issued against the Standing Offer, pursuant to Annex Statement of Requirement. The set-aside will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the Standing Offer Authority's satisfaction within that cure period.
- b. Set Aside on Insolvency.** The Standing Offer Authority may, upon written notice to the Offeror, immediately set aside the Standing Offer if
 - i.** the Offeror becomes bankrupt or insolvent, or takes the benefit of any statute relating to bankrupt or insolvent debtors,
 - ii.** a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or
 - iii.** an order is made or a resolution passed for the Offeror's winding-up.

1.11. Withdrawal by Offeror. If the Offeror wishes to withdraw the Standing Offer after authority to Call-up against the Standing Offer has been given, it must give at least 30 calendar days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. This 30 day period will start upon the Standing Offer Authority's receipt of the Offeror's notice and the withdrawal will be effective at the expiry of that period. The Offeror must fulfil any Call-ups that Canada made before the expiry of that period.

1.12. Offeror Acknowledgments. The Offeror acknowledges the following:

- a. No Commitment by Canada.** A Standing Offer is not a contract. Canada's issuance of a Standing Offer and Call-up Authority does not oblige it to procure or contract for any goods, services, or both listed in the Standing Offer.
- b. Canada Can Use Various Means of Procurement.** Canada may procure any of the goods or services specified in the Standing Offer by any other means.

- c. **Contract Only When Canada Requests Goods or Services.** A Call-up against the Standing Offer will form a contract only when those goods, services or both have been requested, provided that the Call-up is made in accordance with the terms of the Standing Offer.
- d. **Canada's Liability.** Canada's liability is limited to that arising from Call-ups against the Standing Offer made within the period specified in the Standing Offer.
- e. **Electronic Purchasing Tool.** Canada may require that its purchase of goods, services, or both listed in the Standing Offer be made using an electronic purchasing tool. Unless otherwise specified in the Standing Offer, Canada will give the Offeror at least 90 calendar days' notice before imposing this requirement.
- f. **No Assignment.** The Offeror cannot assign or transfer the Standing Offer, in whole or in part.
- g. **Joint Venture.** If the Offeror is a joint venture, the Offeror acknowledges that all joint venture members are jointly and severally and are solidarily liable for performing any Call-up resulting from the Standing Offer. Canada will set aside the Standing Offer if the membership of a joint venture changes.
- h. **Set-aside by Canada.** Canada may set aside the Standing Offer at any time.

1.13. Compliance.

- a. **Certifications.** Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the Standing Offer and of any resulting contract.
- b. **Code of Conduct.** The Offeror will comply with the Code of Conduct for Procurement for the period of the Standing Offer and of any resulting contracts.
- c. **Ineligibility and Suspension Policy.** The Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the solicitation of offers on its closing date are incorporated into, and form a binding part of, the Standing Offer and any resulting contracts. All Offerors must comply with the Policy and Directives, which can be found on PWGSC's website at [Ineligibility and Suspension Policy](#).

1.14. Disclosure of Information.

The Offeror:

- a. consents to Canada disclosing its Standing Offer unit prices or rates, and
- b. acknowledges that it will have no right to claim against Canada, the Identified User, or their respective employees, agents, or representatives in relation to such disclosure.

1.15. Publication of Standing Offer Information.

- a. **Offeror's Consent to Publication.** The Offeror acknowledges that Canada may publish certain information related to the Standing Offer or a catalogue, including:
 - (i) the conditions of the Standing Offer,
 - (ii) the Offeror's name and procurement business number and the name, address, telephone number, fax number, and email address of its representative,
 - (iii) the Offeror's profile and its level of security clearance, and
 - (iv) the Offeror's qualified domains of expertise or the categories for which the Offeror has qualified.
- b. **Errors, etc. in Published Information.** Canada will not be liable for any errors, inconsistencies, or omissions in any such published information. If the Offeror identifies any error, inconsistency, or omission, the Offeror will immediately notify the Standing Offer Authority.

1.16. Access to Information.

The Offeror acknowledges:

- a. that the records that it creates and that are under the control of Canada are subject to the Access to Information Act,

- b. Canada's responsibilities under that statute and that, accordingly, it must, to the extent possible, assist Canada in discharging those responsibilities, and
- c. that section 67.1 of the [Access to Information Act](#) provides that any person who destroys, alters, falsifies, or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the Access to Information Act is guilty of an offence and is liable to imprisonment or a fine, or both.

1.17. Applicable Laws. The laws in force in New Brunswick will govern the Standing Offer and any Call-up resulting from the Standing Offer and be used to interpret the Call-up.

1.18. Authorities

Standing Offer Authority

The Standing Offer Authority is:

Name: Andrew MacFarlane
Title: Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Atlantic Acquisitions
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1
Telephone: 782-377-4248
Facsimile: 506-851-6759
E-mail address: anderw.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 or she is responsible for any contractual issues relating to individual Call-ups made against the Standing Offer by any Identified User.

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 Call-up.

Offeror's Representative

Placing Orders:

Name: _____
Title: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

Delivery Follow-Up:

Name: _____
Title: _____
Telephone: ____ - ____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

General Enquiries:

Name: _____

Title: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

1.19. Standing Offer 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. Annex-Requirement;
- d. Annex-Basis of Payment; and
- e. the Offeror's Offer dated _____, **[Insert date of offer]**.

1.20. Transition to an e-Procurement Solution (EPS).

- a. **Use of EPS.** During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.
- b. **Notice Period.** Canada agrees to provide the Offeror with at least 90 calendar days' 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.
- c. **Offeror Elects Not To Use EPS.** 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.

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any Call-up against the Standing Offer.

1. Summary

1.1. Requirement. The Contractor must provide the items detailed in the Call-up against the Standing Offer.

2. Performance of Work.

2.1. No Security Requirement. There is no security requirement applicable to the Contract.

3. Term of the Contract.

3.1. Contract Period. The Contract is for a fixed period, from the date of award shown on the front page of the Contract until 30 September 2023, inclusive.

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

4. Delivery of Goods.

4.1. Delivery Costs. The Contractor will arrange delivery by the most direct and economical means that are consistent with Canada's shipping practice.

4.2. Delivery and Unloading

a. Unloading. The Contractor must equip its delivery trucks with an unloading device that permits unloading at sites with no hydraulic, stationary, or other type of unloading facility.

b. Personnel. When making deliveries, the Contractor must provide sufficient personnel to permit unloading of any type of vehicle without the assistance of federal government personnel.

c. Curbside Unloading. 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.

4.3. 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.

4.4. Excess Goods. The Contract specifies the quantity of goods that the Contractor will deliver. The Contractor is liable for any shipment in excess of that quantity. Canada will not pay the Contractor for any goods shipped in excess of the specified quantity. Canada will not return such goods to the Contractor unless the Contractor agrees to pay all costs related to the return. Canada may deduct such costs from any invoice that the Contractor submits .

5. Transportation.

5.1. Transportation Costs and Carrier Liability.

a. Transportation Costs. If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, the Contractor must ship using the most direct and economical means consistent with normal shipping practice. The Contractor must show these costs as a separate item on the invoice.

- b. Transportation Carriers' Liability.** The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government determined by the Incoterms applicable to the Contract. Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

5.2. Shipping Documentation. When shipping goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If Canada has inspected the goods at the Contractor's plant, the Contractor must attach the signed inspection voucher to the packing slip.

5.3. Inspection and Stamping

- a. Inspection.** The Contractor must ensure that inspectors from the Canadian Food Inspection Agency (CFIA) have inspected all meat and meat products, poultry and poultry products, lard, shortening and margarine containing animal fats, and soups containing ingredients of animal origin, and have stamped those products "*CFIA inspected for CG*" before shipment.
- b. Delivery.** The Contractor must arrange for all such products to be delivered to the consignee either from an establishment registered in accordance with the [Meat Inspection Act](#), 1985, c. 25 (1st Supp.) and the regulations made under that Act, or from a food distributor that purchased the products from such an establishment. Canada will not accept products that have not been stamped by the CFIA.
- c. No Alteration.** The Contractor must not permit any food distributor to alter or further process any meats or other products that have been inspected by inspectors from the CFIA.

5.4. Labelling. The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

5.5. Marking. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

5.6. Palletization.

- a.** For all shipments exceeding 0.566 m³ or 15.88 kg (20 ft³ or 35 lbs), except for those shipped by courier, the following applies:
- i.** The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
 - ii.** The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "Mixed Items".
 - iii.** Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).
- b.** Any exception requires the prior approval of the Contracting Authority.

5.7. Shipping Instructions. Goods must be consigned and delivered to the destination specified in the contract: FOB Destination *to the location specified in the Call-Up*, including all delivery charges and customs duties and Applicable Taxes.

6. Inspection and Acceptance.

6.1. Inspection, Acceptance and Cure.

- a. Canada's Rights.** All the Work is subject to inspection and acceptance by Canada.
- i. Inspection and Acceptance.** Canada has the right to inspect and accept all Work. Canada's inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract.
 - ii. Rejection and Cure.** If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional cost.

7. Basis of Payment.

7.1. Basis of Payment – Firm Price (all Work). In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, Canada will pay the Contractor a firm price as detailed in Annex "B" – Basis of Payment. 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.

8. Fees.

8.1. Limitation of Expenditure.

- a. Total Expense.** Canada's total liability to the Contractor under the Contract must not exceed \$1,066,000.00. Customs duties are included and Applicable Taxes are extra.
- b. Modifications.** No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- i.** when it is 75% committed, or
 - ii.** four months before the contract expiry date, or
 - iii.** as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
whichever comes first.
- c. Estimates.** If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

9. Payments.

9.1. Invoices.

- a. Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.
- b. Invoice Details.** Invoices must show:

- i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, contract number, Client Reference Number, Procurement Business Number, and financial code(s);
 - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - iii. deduction for holdback, if applicable;
 - iv. the extension of the totals, if applicable;
 - v. if applicable, the method of delivery together with date, case numbers and part or reference numbers, shipment charges and any other additional charges; and
 - vi. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. The Contractor must identify on all invoices all items that are zero-rated, exempt or to which Applicable Taxes do not apply.
- c. Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

9.2. Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

9.3. Late Payments.

- a. **Interest on Late Payments.** Canada will pay the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest payable.
- b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on Overdue advance payments.

9.4. Interest on Overdue Accounts. Interest on Overdue Accounts will not apply to payments made by credit cards.

9.5. Electronic Payment of Invoices. The Contractor accepts that Canada will use the following electronic payment instruments: **[Remove what does not apply]** :

- 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)

9.6. Right to Set-Off. When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

9.7. Taxes.

- a. Federal government departments and agencies are required to pay Applicable Taxes.
- b. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
- c. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
- e. Tax Withholding of 15 Percent – Canada Revenue Agency.
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

10. Method of Payment.

10.1. Single Payment. Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. the Contractor has properly submitted an accurate and complete invoice along with any other necessary documents
- b. Canada has verified all such documents, and
- c. Canada has accepted the Work performed.

11. Ownership and Risk of Loss.

11.1. Risk of Loss. Despite any transfer of ownership, the Contractor is responsible for any loss or damage the Contractor or its subcontractor causes to the Work or any part of the Work in accordance with the Contract.

11.2. Title. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

12. Government Property.

12.1. Care of Property. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

13. Accounts and Audit.

13.1. Accounts and Records. The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts, and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

14. Insurance.

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

14.2. Commercial General Liability Insurance

- a. **Minimum Amount.** The Contractor must obtain and maintain commercial general liability insurance in an amount usual for a contract of this nature, but for not less than \$2 million per accident or occurrence and in the annual aggregate.
- b. **Required Policy Inclusions.** The commercial general liability policy must include the following:
 - i. **Additional Insured:** Canada is added as an Additional Insured, but only for liability arising out of the Contractor's performance of the Contract. Canada's interest should read as follows: "Canada, as represented by the Minister of Public Works and Government Services Canada."
 - ii. **Bodily Injury and Property Damage to third parties** arising out of the Contractor's operations.
 - iii. **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of either goods or products manufactured, sold, handled, or distributed by the Contractor or operations that the Contractor has completed.
 - iv. **Personal Injury:** The coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment, and Defamation of Character.
 - v. **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. The policy must also apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - vi. **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities in connection with contractual obligations.
 - vii. **Employees and Volunteers:** Employees and, if applicable, volunteers must be included as Additional Insured.
 - viii. **Employers' Liability** or confirmation that all employees are covered by workers' compensation (WSIB) or similar program.
 - ix. **Broad Form Property Damage including Completed Operations:** The policy must expand the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody, or control exclusion found in a standard policy.
 - x. **Notice of Cancellation:** The Contractor must give the Contracting Authority 30 calendar days' prior notice of cancellation of or any changes to the policy.
 - xi. **Minimum Coverage Period.** If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- xii. Owners' or Contractors' Protective Liability:** The policy must cover the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- xiii. Non-Owned Automobile Liability:** The policy must include coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- xiv. Third-Party Intellectual Property Rights:** The endorsement must include coverage for infringement of third-party intellectual property rights.
- xv. All Risks Tenants' Legal Liability:** The policy must protect the Contractor against liabilities arising out of its occupancy of leased premises.
- xvi. Watercraft Exclusion:** The policy's Watercraft Exclusion must be amended to extend to incidental repair operations on board watercraft.
- xvii. Sudden and Accidental Pollution Liability:** The policy must protect the Contractor against liabilities arising from damages caused by accidental pollution incidents (minimum 120 hours).
- xviii. Litigation Rights:** Under subsection 5(d) of the [Department of Justice Act](#), if a suit is brought for or against Canada that the insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

The insurer must send a copy of the letter to the Contracting Authority. Canada may co-defend any action brought against Canada. All expenses that Canada incurs to do so will be at its own expense. If Canada decides to co-defend any such action but does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiffs that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (including costs and interest) on behalf of Canada.

15. Certifications and Additional Information.

15.1. Compliance with Certifications. Unless specified otherwise, the Contractor will be in default if it does not continuously comply with the certifications it provided in its offer or before contract award or if the Contractor does not provide evidence about its compliance when requested by the Contracting Authority. Canada may verify the Contractor's certifications throughout the Contract Period.

15.2. Compliance with Laws. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

15.3. Compliance with Code of Conduct. The Contractor must comply with the [Code of Conduct for Procurement](#).

15.4. Contingency Fees. The Contractor certifies and agrees that it has not paid and will not pay, directly or indirectly, any contingency fee for the solicitation, negotiation or obtaining of the Contract to any person (including, without limitation any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*), other than an employee of the Contractor acting in the normal course of the employee's duties. In this section:

- a. contingency fee means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract; and
- b. "person" included any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act* 1985, c. 44 (4th Supplement).

15.5. No Bribe. The Contractor certifies that it has not and will not offer, promise, give or pay any bribe, gift, benefit, or other inducement directly or indirectly to any official or employee of Canada or to any member of their family, in order to influence the issuance or administration of the Contract.

15.6. No Influence; No Financial Interest. The Contractor must not influence, seek to influence, or otherwise take part in any decision of Canada that might further the Contractor's own interests. The Contractor must have no financial interest in the business of any third party that causes or would appear to cause a conflict of interest in connection with the performance of the Work. The Contractor must immediately declare any such financial interest to the Contracting Authority.

15.7. No Conflict. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in its performance of the Contract. If the Contractor becomes aware of any matter that causes or is likely to cause such a conflict, the Contractor must immediately disclose it to the Contracting Authority. If the Contracting Authority is of the reasonable opinion that such a conflict exists, it may either (i) require the Contractor to take steps to deal with the conflict or (ii) terminate the Contract for default. In this section, "conflict" means any matter, circumstance, interest, or activity affecting the Contractor, its personnel, or its subcontractors, that may impair or may appear to impair its ability to perform the Work diligently and independently.

15.8. Ethics Codes for Public Service. The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct or indirect benefit from the Contract.

15.9. Integrity Provisions. The Contract incorporates the *Ineligibility and Suspension Policy* and all related Directives incorporated by reference into the solicitation of offers on its closing date, and form a binding part of the Contract. The Contractor must comply with the provisions of the *Ineligibility and Suspension Policy* and Directives, found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](#).

15.10. Canadian Content Certification

- a. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in the Annex "Contract Definitions".
- b. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six years after final payment under the Contract, or until settlement of all outstanding

claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

- c. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

15.11. Invoice Submittal Certification. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

15.12. Compliance with On-site Rules. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies, or other rules in force at the site where the Work is performed.

15.13. Government Site Regulations. The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

15.14. Workers Compensation. The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

16. International Sanctions.

16.1. Sanctions Limitations. Canada cannot accept delivery of goods or services that originate, directly or indirectly, from the countries or persons subject to economic sanctions.

16.2. Contractor Obligations.

- a. The Contractor must:
 - i. not supply to the Government of Canada any goods or services that are subject to economic sanctions,
 - ii. comply with changes to the regulations imposed during the Contract Period, and
 - iii. immediately advise Canada if it is unable to perform the Work because of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services.
- b. If the Parties cannot agree on a workaround plan, Canada will terminate the Contract for convenience.

17. Anti-forced Labour Requirements.

17.1. Contractor's Statement. The Contractor states that the Work is not mined, manufactured, or produced wholly or in part by forced labour. In performing the Contract and regardless of who acts as an importer, the Contractor must not, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited under ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured, or produced wholly or in part by forced labour.

17.2. Effect of Tariff Classification Determination or Investigation. If a tariff classification determination is made under the Customs Act that the importation of the Work or any part of the Work is prohibited, the Contractor must immediately so notify the Contracting Authority. If the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured, or

produced wholly or in part by forced labour, Canada may immediately terminate the Contract for default. If the Contractor is aware that the Work, or any part of it, is being or has been investigated regarding whether it is prohibited from entry under to tariff item No. 9897.00.00, the Contractor must immediately notify the Contracting Authority of that investigation.

17.3. Canada's Reasonable Grounds for Termination. If Canada has reasonable grounds to believe the Work was or is mined, manufactured, or produced in whole or in part by forced labour or was or is linked to human trafficking, Canada may terminate the Contract for default. Reasonable grounds for making such a determination may include

- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015, or
- b. credible evidence from a reliable source.

17.4. Contractor's Conviction in Canada of Specified Offences. Canada may terminate the Contract for default if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:

- a. Criminal Code
 - i. section 279.01 (Trafficking in persons),
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years),
 - iii. subsection 279.02(1) (Material benefit - trafficking),
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years),
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking),
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years), or
- b. Immigration and Refugee Protection Act
 - i. section 118 (Trafficking in persons).

17.5. Contractor's Conviction Abroad of Similar Offences. If the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in the immediately preceding paragraph entitled Contractor's Conviction in Canada of Specified Offences, Canada may immediately terminate the Contract for default.

17.6. Determination of Similarity of Offences. For the purposes of determining whether a foreign offence is similar to a listed offence, Canada will take into account the following factors:

- a. in the case of a conviction, whether the court acted within its jurisdiction,
- b. whether the Contractor was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction,
- c. whether the court's decision was obtained by fraud, or
- d. whether the Contractor was entitled to present to the court every defence that the Contractor would have been entitled to present if the proceeding had been tried in Canada.

17.7. Representations from Contractor. If Canada intends to terminate the Contract under this section, Canada will so inform the Contractor and give the Contractor an opportunity to make written representations before making a final decision. Unless Canada establishes a different deadline, the Contractor must submit such written representations within 30 calendar days from receiving Canada's notice of concern.

18. Termination and Suspension.

18.1. Termination for Convenience.

- a. **Right to Terminate.** Canada may terminate the Contract for convenience in whole or in part by giving written notice to the Contractor. The termination for convenience will take effect immediately or at the time specified in the termination notice.
- b. **Effect of Termination.** Upon termination for convenience of the Contract
 - i. the Contractor must comply with the requirements of the termination notice; or
 - ii. if Canada terminates the Contract in part only, the Contractor must proceed to complete any part of the Work that is not part of the termination notice.
- c. **Payments.** Canada will pay the Contractor
 - i. according to the Basis of Payment, for any part of the Work delivered, inspected, and accepted whether completed before, or after the termination in accordance with the Contract;
 - ii. costs incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section [10.65 Calculation of profit on negotiated contracts](#), for any part of the Work commenced, but not completed, before the date of the termination notice; and
 - iii. costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
- d. **Maximum Payment.** The total of the amounts, which Canada may pay the Contractor under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
- e. **Acknowledgments.**
 - i. **Claims.** The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;
 - ii. **Anticipated Profits.** The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
 - iii. **Repayments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

18.2. Termination on Default.

- a. **Right to Terminate.** Canada may, by giving written notice to the Contractor, terminate the Contract or any part of the Contract if the Contractor
 - i. fails to perform any term of the Contract, or
 - ii. becomes bankrupt, makes an assignment for the benefit of creditors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor.
- b. **Effect of Termination**
 - i. For (a)(i) above, the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
 - ii. For (a)(ii) above, the termination will take effect immediately.
 - iii. **No Further Payment.** If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section;
 - iv. **Payment of Outstanding Amounts.** The Contractor must immediately pay Canada any amounts paid by Canada, including milestone payments, and all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;

- v. **Refund of Advance Payments.** The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination; and
- vi. **Completed Parts of the Work.** Upon termination of the Contract for default, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:
 - 1. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - 2. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

18.3. Suspension of Work.

- a. **Suspension Order.** The Contracting Authority may at any time notify the Contractor to suspend any of the Work for a period of up to 180 calendar days. The Contractor must immediately comply with such a suspension order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises. Before the end of this period, the Contracting Authority must either cancel the suspension order or terminate the Contract either under the section entitled Default by Contractor or the section entitled Termination for Convenience.
- b. **Canada's Payment Relating to Suspension.** If Canada makes such a suspension order but does not terminate the Contract, Canada must pay the Contractor the additional costs that the Contractor incurs as a result, plus a reasonable profit.
- c. **Cancellation of Suspension Order.** When Canada cancels a suspension order, the Contractor must resume Work as soon as practicable. If the suspension of Work has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the Contracting Authority's opinion, following consultation with the Contractor, is necessary for the Contractor to resume the Work. The Parties will make any necessary equitable adjustments to any affected provisions of the Contract.

19. General Provisions.

19.1. Status of Contractor. The Contractor is an independent contractor engaged by Canada to perform the Work. The Contract does not create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

19.2. Entire Agreement. The Contract and the offer document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

19.3. Amendment.

- a. Amendments to the Contract must be in writing and signed by the Parties.
- b. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in writing and signed by the Parties.

19.4. Counterparts. The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

19.5. Assignment.

- a. The Contractor may only assign this agreement if
 - i. Canada agrees to the assignment in writing; and
 - ii. the Contractor remains responsible for the assignee's performance.
- b. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

19.6. Dispute Resolution.

- a. **Open Communication Between Parties.** The Parties agree to maintain open and honest communication about the Work during and after the period of the Contract.
- b. **Parties' Cooperation.** The Parties agree to consult and co-operate with each other to further the objectives of the Contract. They will promptly notify each other of, and attempt to resolve, any problems or differences that may arise.
- c. **Alternative Dispute Resolution.** If the Parties cannot resolve a dispute through consultation and cooperation, they will consult a neutral third party that offers alternative dispute resolution services.
- d. **Dispute Resolution Options.** Parties can find alternative dispute resolution options on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

19.7. Powers of Canada. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

19.8. Time of the Essence. It is essential that the Contractor delivery or perform the Work within or at the time stated in the Contract.

19.9. Excusable Delay.

- a. **Definition of Excusable Delay.** A delay in the performance by the Contractor or Canada of any obligation under the Contract that is caused by an event that
 - i. is beyond the reasonable control of the party,
 - ii. could not reasonably have been foreseen,
 - iii. could not reasonably have been prevented by means reasonably available to the party, and
 - iv. occurred without the fault or neglect of the party, is an "Excusable Delay" if the party advises the other party's Contracting Authority or Contractor's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the party becomes aware of it. The party must also advise the other, within 15 Business Days, of all the circumstances relating to the delay and provide to the Contracting Authority or Contractor's Representative for approval a clear Workaround plan explaining in detail the steps that the party proposes to take in order to minimize the impact of the event causing the delay.
- b. **Postponement of Delivery.** Either party will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.
- c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the party may terminate the Contract on written notice to the other party. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

Solicitation No. - N° de l'invitation
21201-236382/A
Client Ref. No. - N° de réf. du client
21201-23-6382

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45023

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

-
- d. Liability for Costs Incurred.** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents because of an Excusable Delay.

Annex Standing Offer

Solicitation Definitions

In this solicitation, unless the context otherwise requires, the following terms shall have the following meanings.

"**Applicable Taxes**" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"**Articles of Agreement**" means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"**Call-up**" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

"**Canada**", "**Crown**", "**Her Majesty**" or "**the Government**" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"**Client**" means the department or agency for which the Work is performed.

"**Contract**" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"**Contracting Authority**" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"**Contractor**" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"**Contract Price**" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"**Cost**" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"**Date of payment**" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

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

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

"**General Conditions**" means the general conditions that form part of the Contract.

"**Government Property**" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

"Joint Venture" means an association of two or more Parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to offer together on a requirement.

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

"Offeror" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

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

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)" means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

Annex Standing Offer Definitions

In the Standing Offer, unless the context otherwise requires, the following terms have the following meanings.

"Call-up" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that Minister.

"Identified User" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make Call-ups against the Standing Offer.

"Offeror" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

"Standing Offer" means the Offeror's written offer, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes, and any other document specified or referred to as forming part of the Standing Offer.

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users;

Annex Resulting Contract Definitions

In this Standing Offer Contract, unless the context otherwise requires, the following terms shall have the following meanings:

"**Applicable Taxes**" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

"**Articles of Agreement**" means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

"**Call-up**" means an order issued by an Identified User duly authorized to issue a call-up against a particular standing offer. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between Her Majesty the Queen in right of Canada and the Offeror for the goods, services or both described in the Call-up;

"**Canada**", "**Crown**", "**Her Majesty**" or "**the Government**" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

"**Contract**" or "**Call-up Contract**" means the contract that results from the issued Call-up that accept the Offeror's Offer including these Articles of Agreement, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"**Contracting Authority**" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

"**Contractor**" means the Offeror, the person, entity or entities named in the Call-up Contract to supply goods, services or both to Canada;

"**Contract Price**" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"**Cost**" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

"**Government Property**" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"**Identified User**" means a person or entity identified in the Standing Offer and authorized by the Standing Offer Authority to make call-ups against the Standing Offer;

"**Offeror**" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods, services or both to Canada under the Standing Offer;

"**Party**" means Canada, the Contractor, or any other signatory to the Contract and "**Parties**" means all of them;

"**Specifications**" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"**Total Estimated Cost**", "**Revised Estimated Cost**", "**Increase (Decrease)**" means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of Canada;

"Standing Offer" means the written offer from the Offeror, the clauses and conditions set out in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual, these general conditions, annexes and any other document specified or referred to as forming part of the Standing Offer;

"Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

Annex Offer Submission Form

1. Offeror's Full Legal Name

The Offeror is the person or entity (or, for a Joint Venture, the persons or entities) submitting the proposal. Offerors who are part of a corporate group should identify the corporation that is the actual Offeror.

Offeror's Full Legal Name

2. Offeror's Procurement Business Number (PBN)

If the PBN does not match the Offeror's legal name, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches its legal name.

PBN is not required at Offer closing, but required prior to contract award.

Offeror's Procurement
 Business Number (PBN)

3. Identification of Joint Venture Parties

For a proposal submitted on behalf of a Joint Venture, provide the information or indicate "N/A" if not applicable. If a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

Name(s) of Joint Venture
 Member

PBN(s) of Joint Venture
 Member

Authorized
 Representative of the
 Offeror

Name

Title

Telephone Number

Fax Number

EMail

Name of the Joint
 Venture, if applicable

4. Applicable Laws

Offerors may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If the Offeror has

not made a change, the Offeror acknowledges its acceptance of the jurisdiction specified in this offer solicitation.

Applicable Laws

5. Electronic Payments

The Offeror accepts the following payments (please check all that apply):

- VISA Acquisition Card
- MasterCard Acquisition Card
- Direct Deposit (Domestic and International)
- Wire Transfer (International Only)
- Large Value Transfer System (LVTS) (Over \$25 million dollars)

Signatures

Signature of
representative authorized
to sign on behalf of the
Offeror

Name:

Title:

Date:

Annex List of Current Directors/Owners of the Offeror

1. Complete List of Each Individual who are currently directors and/or owners of the Offeror.

Offeror's bidding as societies, firms or partnerships do not need to provide lists of names.

| | |
|---------------------------------------|--|
| Offeror's Full Legal Name and Address | |
|---------------------------------------|--|

2. Offeror's Procurement Business Number (PBN)

| | |
|---|--|
| Offeror's Procurement Business Number (PBN) | |
|---|--|

3. Directors' and/or Owners' surnames and given names

Write Directors' and/or Owners' surnames and given names below.

| Name | Job Title/Position |
|------|--------------------|
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Include additional names on a separate sheet if required

Annex Offeror Declaration Form

| | |
|---|---|
| Offeror's Full Legal Name | |
| Once you have read and understood each statement, please respond by checking [] each certification below and sign this declaration. The Offeror certifies to Canada that its response below are complete and truthful. | |
| Federal Contractors Program for Employment Equity (FCP) | |
| Eligibility to submit an offer Federal Contractors Program for Employment Equity | () The Offeror, and any of its members if it is a joint venture, is not named on the Federal Contractors Program (FCP) for Employment Equity " FCP Limited Eligibility to Bid " list. <i>Canada may declare an offer non-responsive if the Offeror, or any of its members if the Offeror is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.</i> |
| Canadian Goods and Services Certification For more information, consult the definitions related to Canadian goods and services found in the Annex Solicitation of Offers Definitions. | |
| Certification This procurement is limited to Canadian goods. () The offeror certifies that the good(s) are Canadian goods as defined in the Annex Solicitation of Offers Definitions. | |
| Accuracy and Integrity | |
| Accuracy of information | () All the information that the Offeror submits with its offer is true, accurate, and complete as of the date indicated below. |
| Code of Conduct for Procurement | () The Offeror complies with Canada's Code of Conduct for Procurement . |
| Ineligibility and Suspension Policy | () The Offeror has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy ("Policy") and applicable directives in effect on the solicitation of offers issue date. () The Offeror is not currently suspended, or ineligible under Canada's Ineligibility and Suspension Policy. () The Offeror understands that any subsequent criminal charges or convictions may result in the Offeror's suspension or ineligibility to contract with Canada. |
| Price Certification The Offeror certifies that the price proposed () is not in excess of the lowest price charged to anyone else for the like quality and quantity of the goods, the services, or both, and () does not include an element of profit on the sale in excess of that which the Offeror normally obtains on the sale of goods, services, or both of like quality and quantity. | |
| General Environmental Criteria Certification (To be completed by the Offeror) | |
| The Bidder MUST select and complete 1 of the following 2 certification statements. | |
| Option A | () The Offeror certifies that the Bidder is registered or meets ISO 14001. |

| | |
|----------|--|
| Option B | <p>The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of six (6) out of nine (9) criteria identified in the table below.</p> <p>The Bidder must indicate which six (6) criteria, as a minimum, are met.</p> <ul style="list-style-type: none">() Promotes a paperless environment through directives, procedures and/or programs.() All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client.() Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification.() Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.() Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.() A minimum of 50% of office equipment has an energy efficient certification.() Promotes the reuse and/or recycling of packaging materials.() Provides energy efficient and ECO green products.() Invoices and payment can be sent and processed electronically. |
|----------|--|

| | |
|---|--|
| Signatures | |
| Signature of representative authorized to sign on behalf of the Offeror | |
| Name: | |
| Title: | |
| Date: | |

Annex Statement of Requirement

REQUIREMENT

1. Requirement

Public Works and Government Services Canada (PWGSC), Atlantic Region, on behalf of Correctional Service Canada, has a requirement to supply and deliver **Miscellaneous Canteen Items** to the Inmates' Canteens at CSC Institutions located in Renous and Dorchester, New Brunswick and Springhill, Nova Scotia as specified on an "as and when requested basis" for the period of the Standing Offer.

Suppliers are to bid on all items they are able to supply regardless of whether they can only bid on one or more items on the lists. Standing Offer(s) will be awarded to the lowest price "per item" or "group of items" **ONLY if substantial savings can be accomplished.**

Food Product Categories

- a) Meat, Fish, Poultry and Alternatives
- b) Bread and Bakery Products
- c) Dairy
- d) Eggs
- e) Miscellaneous Groceries

2. Food Quality Specifications

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

| FQS # & Description | SQA et Description | Catalogue # English | Numéro de catalogue |
|---|--|---------------------|---------------------|
| FQS-01 Eggs | SQA-01 Oeufs et produits d'œufs | D2-531/01-2018E-PDF | D2-531/01-2018F-PDF |
| FQS-07 Variety Meats | SQA-07 Abats comestibles | D2-531/07-2018E-PDF | D2-531/07-2018F-PDF |
| FQS-08 Prepared Meat and Meat by Products | SQA-08 Viande et sous-produits de viande préparés ou conservés | D2-531/08-2018E-PDF | D2-531/08-2018F-PDF |
| FQS-14 Canned Fruit | SQA-14 Fruits en conserve | D2-531/14-2018E-PDF | D2-531/14-2018F-PDF |
| FQS-15 Canned Vegetables | SQA-15 Légumes en conserve | D2-531/15-2018E-PDF | D2-531/15-2018F-PDF |
| FQS-16 Dried Fruit | SQA-16 Fruits séchés | D2-531/16-2018E-PDF | D2-531/16-2018F-PDF |
| FQS-17 Dehydrated Vegetables | SQA-17 Légumes déshydratés | D2-531/17-2018E-PDF | D2-531/17-2018F-PDF |
| FQS-19 Cheese | SQA-19 Fromage | D2-531/19-2018E-PDF | D2-531/19-2018F-PDF |
| FQS-20 Misc Groceries | SQA-20 Produits d'épicerie divers | D2-531/20-2018E-PDF | D2-531/20-2018F-PDF |
| FQS-21 Pasta | SQA-21 Pâtes alimentaires et nouilles | D2-531/21-2018E-PDF | D2-531/21-2018F-PDF |

| | | | |
|--|--|---------------------|---------------------|
| FQS-25 Shortenings, Fats and Oils | SQA-25 Graisses alimentaires et les huiles | D2-531/25-2018E-PDF | D2-531/25-2018F-PDF |
| FQS-26 Butter and Margarine | SQA-26 Beurre et margarine | D2-531/26-2018E-PDF | D2-531/26-2018F-PDF |
| FQS-27 Sugar and Preserves | SQA-27 Sucres et conserves | D2-531/27-2018E-PDF | D2-531/27-2018F-PDF |
| FQS-28 Coffee and Tea | SQA-28 Café et thé | D2-531/28-2018E-PDF | D2-531/28-2018F-PDF |
| FQS-29 Ice Cream and Sorbets | SQA-29 Crème glacée et sorbet laitier | D2-531/29-2018E-PDF | D2-531/29-2018F-PDF |
| FQS-32 Soups, Sauces and Gravies | SQA-32 Soupes, sauces et sauces au jus de viande | D2-531/32-2018E-PDF | D2-531/32-2018F-PDF |
| FQS-33 Condiments and Condiment Sauces | SQA-33 Condiments et sauces condimentaires | D2-531/33-2018E-PDF | D2-531/33-2018F-PDF |
| FQS-34 Bread and Baked Products | SQA-34 Pain et produits de boulangerie | D2-531/34-2018E-PDF | D2-531/34-2018F-PDF |
| FQS-35 Fruit Juice | SQA-35 Jus de fruit | D2-531/35-2018E-PDF | D2-531/35-2018F-PDF |
| FQS-36 Cereals | SQA-36 Céréales | D2-531/36-2018E-PDF | D2-531/36-2018F-PDF |
| FQS-38 Game | SQA-38 Gibier | D2-531/38-2018E-PDF | D2-531/38-2018F-PDF |

3. Standards

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

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

3.2 Frozen food products must be delivered individually quick-frozen with an internal temperature of not greater than -18°C.

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

3.4 All Miscellaneous Grocery products must be of recent production and have the latest production date available, the shelf life or best before date must be clearly indicated on a conspicuous location and any conditions affecting the product shelf life must be clearly stated at the time of ordering.

4. Delivery

4.1 Delivery Location

4.1.1 The locations identified in Appendix 1 to Annex Statement of Requirement are anticipated delivery points.

4.1.2 Deliveries must be made directly to the location detailed in the Call-up, and only one delivery is to be made per order.

4.2 Period of Delivery

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

4.2.2 Call-Ups will be placed bi-weekly and deliveries must be provided within one (1) week of ordering.

4.2.3 Institution Personnel will be able to make **MINOR amendments** to the original order up until 11h00 one (1) business day prior to the expected day of delivery.

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

4.3 Delivery Personnel

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

4.3.2 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.

4.4 Delivery Vehicle(s)

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

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

4.4.3 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.

4.5 Delivery Slips

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

4.6 Back Orders

4.6.1 At time of a call-up, **if a product is not available**, the **supplier MUST advise** the requesting Canteen Officer from the Institution, or his delegated representative of the **unavailability of the product or the**

entire quantity requested within (4) hours. At this time the Canteen's representative will decide if this product should be filled with the quantity available or cancelled entirely.

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

4.6.3 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.

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

4.8.2 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 The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description;

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

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

4.11 Packaging

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

4.12 Access to Correctional Service Canada (CSC) Institutions

- 4.12.1 The Contractor must ensure that delivery staff carry proof of identity at all times, or they will be denied access to the location.
- 4.12.2 The delivery vehicles may be subjected to a search when entering and exiting the location.
- 4.12.3 Under the authority of the Corrections and Conditional Release Act, personal information is collected in order to authorize access to a federal institution.

5. Call-Ups

5.1 Acknowledgment of call-ups

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

5.2 Minimum Call-Up

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

6. Product Recall

- 6.1 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

7. Miscellaneous Items

- 7.1 Miscellaneous items are items that are not specified in Annex B and are not required by the client on a regular basis.

7.2 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.

7.3 The total amount of miscellaneous items incorporated on any call-up must not exceed 25% of the individual call-up total value (taxes included).

8. Environmental Considerations

8.1 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;

8.2 Any plastic used to wrap the pallets must be reusable, recyclable or compostable in accordance with the definitions in section 4.11.4;

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

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

8.5 Contractors facilities should use LED lighting.

9. Price List Updates

9.1 The pricing provided by the Contractor in Annex Basis of Payment is firm for the entire period of the Standing Offer, unless otherwise specified;

10 Vendor's Performance:

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

10.2 "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;
- f. When units are broken open inside a case, the Canteens MUST receive a credit for the amount of damaged/broken/open units immediately upon advising the supplier of the problem. The product cannot be kept in the warehouse until there is a full case of the individual units. The

warehouse may lose the units, also the drivers sometimes won't pick up the damaged goods if they don't have a pick up slip from the supplier advising to pick up.

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

- 10.3 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:
- Initial notice of failure to provide the level of service required, quality products or correct product size etc....;
 - Additional incidents will result in a written notification requesting corrective action; and
 - 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.

11 MANDATORY DELIVERY REQUIREMENTS for Each Individual Institution

11.1 Atlantic Institution (AI) - Renous NB

Deliveries are accepted from **Monday to Friday**. Goods must be delivered between **8h00 to 11h00** and from **13h00 to 15h30** (deliveries **must be completed by 11h00 and 15h30**).

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

Location of Delivery - Mandatory Requirement:

All deliveries to AI MUST be made to the loading docks and are to be received by Central Receiving.

11.2 Dorchester Penitentiary (DP) – Medium Security - Dorchester NB Dorchester Penitentiary (DP) – Minimum Security - Dorchester NB

Deliveries are accepted from **Monday to Friday**. Goods must be delivered between **8h00 to 11h00** and from **13h00 to 16h00** (deliveries **must be completed by 11h00 and 16h00**).

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

Location of Delivery - Mandatory Requirement:

All deliveries to DP MUST be made to the building indicated as «Procurement & Stores».

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

Deliveries are accepted from **Monday to Friday**. Goods must be delivered between **8h00 to 11h00** and from **13h00 to 16h00** (deliveries **must be completed by 11h00 and 16h00**).

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

Location of Delivery - Mandatory Requirement:

All deliveries to Springhill Institution will be made directly to the warehouse.

NOTE:

The «week day» for the bi-weekly deliveries will be determined between the Canteen Officers from each Institution or per Site and the Successful Bidder at award of the standing offer prior to the date of commencement.

There MUST be NO liquor and NO cigarettes in the delivery trucks at any time for each of the Institutions.

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

Appendix 1 to Annex Statement of Requirement

Locations

1. Zones

1.1 Contractors must deliver to all locations identified in the zone for which they hold a 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 | See Annex A |

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 | See Annex A |
| | Dorchester – Medium Security | 4902 Main Street Dorchester NB E4K 2Y9 | See Annex A |
| | Dorchester – Minimum Security | 4902 A Main Street, Dorchester, NB, E4K 2Y9 | See Annex A |

Annex Basis of Payment

Annex Basis of Payment is comprised of 2 parts:

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

Note to the Offerors:

1. All shipping charges are included in the quoted prices per item.
2. Estimated Usages are based on typical client department volumes in each zone. Due to COVID-19 measures taken at client department locations, food service may be reduced and may impact ordering volume and frequency.
3. Special Order Product(s) are products that are not listed in the Excel part of Annex B. Offerors are requested to fill out Special Order Products that are requested using call-ups against a Standing Offer. The call-ups will be charged in accordance with the Offeror's cost, plus the Offeror's maximum percentage mark-up as indicated in their bid.
4. 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
21201-236382/A
Client Ref. No. - N° de réf. du client
21201-23-6382

Amd. No. - N° de la modif.
File No. - N° du dossier
MCT-2-45023

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

Appendix 1 to Annex Basis of Payment

SCHEDULE OF TENDER CLOSING DATES

| Period Identification N° | Term of the Standing Offer | Closing Date |
|--------------------------|-----------------------------------|------------------|
| 21201-236382-01/A | 1 October 2022 to 31 March 2023 | 8 September 2022 |
| EC095-220005-02/A | 1 April 2023 to 30 September 2023 | 8 March 2023 |

Annex Standing Offer Usage Reporting Form

Instructions for submission of standing offer usage data.

Please e-mail the information, to the following address on a **quarterly basis**:

andrew.macfarlane@pwgsc-tpsgc.gc.ca

Please indicate the Standing Offer number in the email Subject line and clearly indicate the required information.

You may use the attached template or your own format as long as it contains the required information.

| Standing Offer #: | | Start Reporting Period (YYYY/MM/DD): | | | End Reporting Period (YYYY/MM/DD): |
|---|------------|--------------------------------------|-----------|----------------|------------------------------------|
| A | B | C | D | E | F |
| Call-up # | Order Date | Summary Description | Net Price | Delivery Price | Total Price |
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| Total Value for Reporting Period | | | | | \$ |

NIL REPORT: We have not done any business with the federal government for this period (Check if applicable)

Prepared by:

_____ Name

_____ Date

Annex 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.

| | | |
|--|--|--|
| 1. Government of Canada Department Information | | |
| Department & Unit/Institution | | |
| Supplier Name | | |
| Purchase Order Number | | |
| Date of Purchase Order | | |
| Date of Delivery | | |
| 2. Type of Discrepancy (Select all that apply) | | |
| <input type="checkbox"/> Did not meet delivery time | <input type="checkbox"/> Delivery charges were added | <input type="checkbox"/> Product quality below standards |
| <input type="checkbox"/> Invoices did not conform to contract/order terms, prices | <input type="checkbox"/> Good/services did not meet specification requirements | <input type="checkbox"/> Shorted/back ordered without notice |
| <input type="checkbox"/> Wrong products | <input type="checkbox"/> Damaged goods | <input type="checkbox"/> Other (specify in Remarks section) |
| 3. Action Taken (Select all that apply) | | |
| <input type="checkbox"/> Replacement requested | <input type="checkbox"/> Replaced by local purchase (LPO) | <input type="checkbox"/> Goods returned to the Supplier |
| <input type="checkbox"/> Shipment quarantined due to hygiene reasons | <input type="checkbox"/> Goods accepted due to operational requirements | <input type="checkbox"/> Requesting credit from Supplier |
| 4. Notes to Contracting Officer (Specify details of Rejection/Discrepancy. Add digital photos where possible.) | | |
| | | |
| Signatures | | |
| Name of Food Services Officer | | |
| Title | | |
| Date | | |
| Phone Number | | |