

CANADIAN HERITAGE**REQUEST FOR STANDING OFFER**

REQUEST NUMBER: 10210101

PROJECT TITLE: Catering services for events in the National Capital Region

REQUEST DATE: September 29, 2022

CLOSING DATE AND TIME: November 8, 2022, 2:00 p.m. EST

ADDRESS ALL ENQUIRIES: Lise Berniquez
Procurement and Contract Specialist
Contracting and Materiel Management Directorate
Canadian Heritage
E-mail: contrats-contracting@pch.gc.ca

The Department of Canadian Heritage has a requirement for the above services to be carried out in accordance with the Statement of Work attached hereto as Annex "A". The period of the Standing Offer is from date of award to October 31, 2024, with the possibility of extending by up to one (1) additional one-year option period.

If you are interested in undertaking this project, submit your offer by **2 p.m. EST: November 8, 2022**, by using the following accepted submission method:

IMPORTANT: Submission via e-mail

Please note that because of the present circumstances associated with the COVID-19, PCH will only accept offers by e-mail. Offers transmitted by facsimile or mail to PCH will not be accepted.

The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Offeror to assure that their complete e-mail offer be delivered to PCH by the specified date and time. Indicate the title of the Request for Standing Offers (RFSO) in the e-mail object, the e-mail address is the following:

contrats-contracting@pch.gc.ca

RFSO: 10210101

Attention: Lise Berniquez

If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Offers that arrive after the specified date and time will not be accepted. Offerors are encouraged to keep a confirmation that the e-mail was sent and delivered.

Offerors submitting a proposal are also requested to complete the Offer of Services attached at Annex "D".

TABLE OF CONTENT

PART 1 - GENERAL INFORMATION	4
1.1 INTRODUCTION	4
1.2 SUMMARY	4
1.3 SECURITY REQUIREMENTS	5
1.4 DEBRIEFINGS	5
1.5 OTHER INFORMATION	5
PART 2 - OFFEROR INSTRUCTIONS	6
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	6
2.2 SUBMISSION OF OFFERS	6
2.3 FORMER PUBLIC SERVANT	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFER	7
2.5 APPLICABLE LAWS	8
2.6 BID CHALLENGE AND RECOURSE MECHANISMS	8
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	9
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	10
4.1 EVALUATION PROCEDURES	10
4.2 BASIS OF SELECTION.....	10
4.3 INTERNAL APPROVALS.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	11
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	11
PART 6 - SECURITY AND INSURANCE REQUIREMENTS.....	12
6.1 SECURITY REQUIREMENTS	12
6.2 INSURANCE REQUIREMENTS.....	12
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	13
A. STANDING OFFER	13
7.1 OFFER	13
7.2 SECURITY REQUIREMENTS	13
7.3 STANDARD CLAUSES AND CONDITIONS.....	13
7.4 TERM OF STANDING OFFER.....	13
7.5 AUTHORITIES	13
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	14
7.7 IDENTIFIED USERS	14
7.8 CALL-UP PROCEDURES	14
7.9 CALL-UP INSTRUMENT	15
7.10 NON-STANDING OFFER ITEMS.....	15
7.11 PRIORITY OF DOCUMENTS.....	15
7.12 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
7.13 APPLICABLE LAWS	16
B. RESULTING CONTRACT CLAUSES	17
7.1 STATEMENT OF WORK.....	17
7.2 STANDARD CLAUSES AND CONDITIONS.....	17
7.3 TERM OF CONTRACT	17
7.4 AUTHORITIES	17

7.5	PAYMENT	17
7.6	INVOICING INSTRUCTIONS	18
7.7	OFFICIAL LANGUAGES	18
7.8	GREEN PROCUREMENT	18
7.9	DISPUTE RESOLUTION	19
7.10	CONTRACT ADMINISTRATION	19
ANNEX "A"	.....	20
STATEMENT OF WORK	.....	20
ANNEX "B"	.....	23
EVALUATION CRITERIA	.....	23
ANNEX "C"	.....	25
BASIS OF PAYMENT	.....	25
ANNEX "D"	.....	26
OFFER OF SERVICES FORM - 10210101	.....	26
ANNEX "E"	.....	28
942 CALL-UP AGAINST A STANDING OFFER FORM	.....	28
ANNEX "F"	.....	29
PRICING SCHEDULE	.....	29

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

List of Annexes:

- Annex "A" Statement of Work
- Annex "B" Evaluation Criteria
- Annex "C" Basis of Payment
- Annex "D" Offer of Services Form
- Annex "E" 942 Form - Call-up against a Standing Offer
- Annex "F" Pricing Schedule

1.2 Summary

- 1.2.1** The mandate of Canadian Heritage's (PCH) Capital Celebrations and Program Operations directorate is to organize major events in the National Capital Region (NCR). Catering services are required for artists, programming partners, volunteers, technical crew and staff at selected locations in the NCR.

The purpose of this Request for Standing Offer (RFSO) is to establish up to two (2) Standing Offers from date of award to October 31, 2024 with the possibility of extending by up to one (1) additional one-year option period, with qualified Offerors who can provide catering services on an "as and when" requested basis during PCH's major events and other events.

1.2.2 The requirement is subject to the provisions of :

Canadian Free-Trade Agreement (CFTA);
Canada-Chile Free Trade Agreement;
Canada-Columbia Free Trade Agreement;
Canada-Honduras Free Trade Agreement;
Canada-Korea Trade Agreement;
Canada-Ukraine Free-Trade Agreement;
Canada-Panama Free-Trade Agreement; and,
Canada-Peru Free-Trade agreement.

1.3 Security Requirements

There are no security requirements associated with this Request for Standing Offer.

1.4 Debriefings

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

1.5 Other information

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Section 5.4 of the 2006 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements is amended as follows

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Note that because of the present circumstances associated with the COVID-19, PCH will only accept offers by e-mail at contrats-contracting@pch.gc.ca. Offers transmitted by facsimile or mail to PCH will not be accepted.

2.2.1 Submission via e-mail

Offers must only be submitted by e-mail by the date and time to the e-mail address indicated on page 1 of the RFSO.

2.3 Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

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

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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

2.4 Enquiries - Request for Standing Offer

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) business days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such

except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Note that because of the present circumstances associated with the COVID-19, PCH will only accept offers by e-mail at contrats-contracting@pch.gc.ca. Offers transmitted by facsimile or mail to PCH will **not** be accepted.

3.1.1 Submission via e-mail

IMPORTANT: The PCH e-mail server cannot accept any e-mail transmission that is 14 MB or plus. It is the responsibility of the Offeror to assure that their complete e-mail offer be delivered to PCH by the specified date and time. If due to e-mail or document size issues it is necessary to send documents using more than one e-mail, this is acceptable but they must be referenced to each other. Offers that arrive after the specified date and time will **not** be accepted.

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

- Section 1: Technical Offer
- Section 2: Financial Offer
- Section 3: Certifications
- Section 4: Additional Information

Section 1: Technical Offer

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

Section 2: Financial Offer

Offerors must submit their financial offer in accordance with the Pricing Schedule in Annex "F".

Section 3: Certifications

Offerors must submit the certifications required under Part 5.

Section 4: Additional Information

In section 4 of their offer, the Offerors must provide the Offer of Services attached at Annex "D" duly filled out and signed.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Mandatory Technical Criteria

Mandatory technical criteria are included in Annex "B" – Evaluation Criteria.

4.2 Basis of Selection

An Offer must comply with all the requirements of the Request for Standing Offer and meet all the mandatory technical and financial criteria in Annex "B" to be declared responsive.

Responsive bids will be ranked in ascending order of evaluated price, the responsive bid with the lowest evaluated price being ranked first. The lowest price will be calculated according to the Pricing Schedule in Annex "F". From the responsive bids ranked in ascending order of evaluated price, up to two (2) offers will be recommended for issuance of a Standing Offer.

4.3 Internal Approvals

Offerors should note that all contracts are subject to PCH's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Notwithstanding that an Offeror may have been recommended for Standing Offer award, issuance of any Standing Offer will be contingent upon internal approval. If such approval is not given, no Standing Offer will be awarded.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

PART 6 - SECURITY AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this Request for Standing Offer.

6.2 Insurance Requirements

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There are no security requirements associated with this Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) (2022-01-28) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

Call-ups against this Standing Offer may be authorized from the date of award to October 31, 2024.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to one (1) additional one (1) year period, under the same conditions and rates specified in the Standing Offer.

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

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Lise Berniquez
Procurement and Contract Specialist
Department of Canadian Heritage
Contracting and Materiel Management Directorate
15 Eddy Street
Gatineau, QC K1A 0M5

E-mail: contrats-contracting@pch.gc.ca

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

7.5.2 Project Authority

(Will be identified at time of issuance of 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 under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Technical Authority

(Will be identified at time of issuance of the Standing Offer)

7.5.4 Offeror's Representative

(Will be identified at time of issuance of the Standing Offer)

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Canadian Heritage.

7.8 Call-up Procedures

It is the intent to issue up to two (2) Standing Offers as a result of this solicitation. The following procedure will be used to facilitate Call-ups issued against the resulting Standing Offer(s).

7.8.1 Right of First Refusal Procedure

As up to two (2) Standing Offers could be awarded, a request to perform work will be sent to the first ranked contractor.

1. When a requirement is identified, the identified user will contact the highest-ranked Offeror to determine if the requirement can be satisfied by that Offeror. If the highest-ranked Offeror is able to meet the requirement (must confirm in writing within 24 hours), a call-up is made against its standing offer.
2. If that Offeror is unable to meet the requirement (must confirm in writing within 24 hours, or if they don't confirm), the identified user will contact the next ranked Offeror.

3. The identified user will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis.
4. If no Offeror in the ranking can supply the required equipment and services, Canada reserves the right to acquire the equipment and services by other means.

A ranked Offeror may inform the Project Authority and the Standing Offer Authority, in writing, that it is unable to perform additional work due to previous commitments on one or more authorized call-ups. In this case, no request will be sent to that Offeror until the Offeror has notified the Project Authority and the Standing Offer Authority, in writing, that it is available to provide services.

7.8.2 (quantity will be identified when SOs are issued) Standing Offers were issued as a result of PCH bid solicitation number: 10210101. The Offerors' order of ranking is as follows:

Ranked first: _____ (*to be inserted at Standing Offer issuance*)
Ranked second: _____ (*to be inserted at Standing Offer issuance*)

7.9 Call-up Instrument

The Work will be authorized or confirmed by Canadian Heritage using form 942 – Call-up against a Standing offer (form attached at Annex "E").

7.10 Non-Standing Offer Items

For each call-up, the Identified User may incorporate a total of up to 25% (or a maximum of \$40,000 including applicable taxes) of the call-up value for non-Standing Offer items.

7.11 Priority of Documents

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

- a) the call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2022-01-28), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010C (2022-01-28), General Conditions – services (medium complexity);
- e) Annex "A", Statement of Work;
- f) Annex "C", Basis of Payment; and,
- g) the Offeror's offer dated _____ (*to be inserted at the at time of issuance of the Standing Offer*).

7.12 Certifications and Additional Information

7.12.1 Compliance

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

7.12.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

7.13 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 _____ (*to be determined at issuance of the Standing Offer*).

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Offeror must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010C (2022-01-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Authorities

7.4.1 Contracting Authority

(to be identified in each call-up against a Standing Offer)

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

7.4.2 Project Authority (and/or Technical Authority)

(to be identified in each call-up against a Standing Offer)

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

7.5 Payment

7.5.1 Basis of Payment

The Offeror will be paid in accordance with the Basis of Payment attached hereto as Annex "C", for Work performed under the call-up against the Standing Offer.

7.5.2 Limitation of Expenditure

- a) The Offeror will be paid for Work performed under each approved call-up, in accordance with the Basis of Payment at Annex "C" of the Standing Offer.
- b) Canada's total liability to the Offeror under any resultant call-up will not exceed the total price specified in the call-up.

7.5.3 Method of Payment – Single Payment

Canada will pay the Offeror upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.5.4 Electronic Payment of Invoices

The Offeror accepts to be paid using the following Electronic Payment Instrument:

- a. Direct Deposit (Domestic and International).

7.6 Invoicing instructions

1. The offeror must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. An electronic copy must be forwarded to the Project Authority identified in article entitles "Authorities" of the Standing Offer.

7.7 Official Languages

The Department is under the obligation to respect the spirit and the letter of the Official Languages Act R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Project Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

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.

7.8 Green Procurement

1. The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.
2. It is desirable that the Contractor, in provisioning the Service, procure electronic equipment, such as computer equipment, peripherals and telephony equipment, that meet the most current

ENERGY STAR technical specifications for energy efficiency and other environmental specifications such as ISO 14000, WEEE, RoSH, EPEAT and IEEE 1680 standards, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.

3. It is desirable that the Contractor, in provisioning the Service, procures equipment and implements solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for GC customers.
4. It is desirable that the Contractor abide by the guidelines set by the Electronics Product Stewardship Canada's organization for the disposal and recycling of electronic products owned by the Contractor and used to deliver the Service whether this equipment is located on the Contractor's premises or on GC customer premises.

7.9 Dispute Resolution

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

7.10 Contract Administration

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations](#) or visit the [OPO website](#).

ANNEX "A"**STATEMENT OF WORK****1. Title**

Catering services for events in the National Capital Region such as, but not limited to, Canada Day, Christmas Lights Across Canada and Winterlude.

2. Introduction

The Offeror(s) will be responsible for the provision of various meals during its events in the National Capital Regions (NCR).

2.1 Objectives of the Requirement

Catering services are required for artists, programming partners, volunteers, technical crew and staff at selected locations in the NCR.

3. Requirements**3.1 Catering Requirements – General Information**

- a. The Offeror will provide catering services during major events (possibly other events) including all plates, cups, cutlery & napkins and service, set-up and clean-up.
- b. Food will be set-up in specified locations in the NCR.
- c. Section 3.2 (Meal Requirements) outlines what should be included in each meal (Lunch, Boxed Lunch, and Dinner).
- d. The Offeror shall not provide any beverages unless specified.
- e. The Offeror is responsible for the food delivery and table set-up according to schedule.
- f. The Offeror is responsible for the pick-up of remaining food, clean-up of the serving area, and table re-set at the end of each delivery day, after the hours of operations. It is the responsibility of the Offeror to confirm appropriate delivery and pick-up times, as well as necessary permits and/or passes with the Project Authority prior to the event.
- g. The Offeror must consider allergies within its entire menu for all guests as well as intolerances. Allergies and intolerances will be determined and communicated to the Offeror five (5) days prior to the event.
- h. The Offeror must provide 100% single-use tableware that is either compostable* or recyclable**, where recyclable means that collection of this material will occur at the event. Single-use tableware includes all plates, bowls, cups, cutlery, stir sticks, and any other boxes or containers used to serve food items.
- i. All table napkins must contain at least 70% recycled material OR are made from cloth.
- j. All leftover food must be removed every day, from each site, at the end of the day, no later than 9:00 p.m.

*Compostable: the material is capable of undergoing biological decomposition in a compost site as part of an available program, such that the material is not visually distinguishable and breaks down into carbon dioxide, water, inorganic compounds, and biomass, at a rate consistent with known compostable materials. Compostable plastics must meet a recognized compostability standard such as ASTM D6400 (Standard Specification for Compostable Plastics) or ISO 17088 (Specifications for compostable plastics). Items lined/coated with plastic must meet a recognized compostability standard such as ASTM D6868 (Standard Specification for Biodegradable Plastics Used as Coatings on Paper and Other Compostable Substrates).

**Recyclable: plastic numbers 1, 2, 4 and 5 ARE considered recyclable, 3 and 6 are NOT.

It is important to keep in mind a green and friendly environment and therefore, a minimal waste in food presentation and service.

3.1.1 Other events

While major events are used to demonstrate the need, Canadian Heritage may require catering services for other events. All other events will take place in the National Capital Region. The dates, locations, and frequency are currently unknown.

3.2 Meal Requirements

The following identifies the minimum required types of menu items and number of choices for meals and coffee services. Fresh cold water must be provided for all meals and coffee services. The menus must vary from day to day.

Breakfast

- Assorted mini-croissants, Danishes and muffins, cinnamon buns
- Fruit tray
- Assorted yogurts (single portion containers), granola bars and protein bars
- Assorted quiches: ex. cheese & tomato, chives & cheese, bacon ham & cheese)
- Domestic cheese tray
- Coffee (includes cream, milk and sugar)
- Assorted tea
- Assorted juices and bottles of water

Lunch Buffet

- Vegetable tray with dip
- Assorted sandwiches (on croissant, baguette, Kaiser) including veggie option: ex. on pita bread with grilled chicken or roast-beef submarine sandwich, veggie-wrap with hummus • Cheddar-cheese sandwich, ham and cheese wrap, turkey on a bun
- Choice of three salads: ex. Mexican bean salad, Caesar salad with toppings & dressing on the side, potato salad with vegetables
- Assorted cookies and squares: ex. Chocolate chip cookies • Rice-Krispie squares • Date squares • Nanaimo Bars • Brownies • Chocolate cake • Vanilla cake • Banana bread
- Assorted basket of fruits like apples, oranges, bananas, and pears
- Coffee (includes cream, milk and sugar) and milk
- Assorted tea
- Assorted juices and bottles of water

Dinner (hot or cold) Buffet

- Green salad with toppings & dressing on the side
- Meat: ex. Roast beef - Baked salmon. Vegetarian pasta dish i.e.: Penne primavera with chicken on the side
- Chicken Bonne Femme (classic dish featuring chicken breasts, bacon, and potatoes)
- Vegetables on a bed of couscous
- Fajitas with rice
- Cheese platter
- Mixed breads
- Assorted squares/cakes
- Fruit tray: ex. with cantaloupe, grapes, strawberries
- Coffee (includes cream, milk and sugar) and milk
 - NOTE: double up on coffee quantity
- Assorted tea
- Assorted juices and bottles of water

Boxed Lunch

There are times when guests will require boxed lunches. Boxes lunches prepared by the Contractor must be substantial and nutritionally balanced.

- Vegetables and dip
- Cheese Cubes
- Assorted Fruit
- Roasted Vegetables Vegetarian Wrap
- Ham & Cheese on Croissant
- Roast Beef on Kaiser
- Egg Salad on Croissant
- Turkey Wrap
- Dessert

Boxed Dinner

May contain the same items provided in the Boxed Lunch or the hot items provided in the Dinner menu. All items shall be packaged in individual containers for a small number of employees.

4. PCH's Obligation

PCH will:

- Confirm the total number of guests five (5) business days prior to the catering date.
- Provide the tables at each venue.
- Provide circulation passes for access to event locations as several streets are closed on specific dates.

5. Location of Work, Work site and Delivery Point

All deliveries are within the National Capital Region. Exact delivery points will be specified in each individual call-up against the Standing Offer.

ANNEX "B"
EVALUATION CRITERIA

1. Mandatory Technical Criteria (MTC)

The Offer must meet all mandatory technical criteria to be considered compliant. Failure on the part of the Offeror not meeting a mandatory technical criterion will result in the Offer being deemed non-compliant and no further consideration will be given.

#	Technical Criteria	MET	NOT MET	Cross Reference to Proposal
MTC1	<p>Offeror's Experience</p> <p>The Offeror must demonstrate in its offer that it has completed a minimum of three (3) similar projects of the solicitation for large scale, high-level events within the last five (5) years, from time of bid closing.</p> <p>Note: A large scale and high-level event involves more than 200 participants which include several high-profile guests such as public figures, government officials, the diplomatic community and which was held in a prominent location such as a government building or national institution.</p>			
MTC2	<p>Proposed Menus</p> <p>The Offeror must propose two (2) different menus for the following: breakfast, lunch buffet, dinner buffet, boxed lunch, and boxed dinner.</p> <p>The proposed menus must be representative of all the items or more, included in article 3.2, Meal Requirements of Annex "A", Statement of Work.</p> <p>The items in the proposed menus must vary from day to day.</p>			
MTC3	<p>Allergies and Intolerances Considerations</p> <p>The Offeror must indicate in its offer considerations regarding allergies within its entire menus for all guests as well as intolerances for the food prepared and served.</p>			

2. Mandatory Financial Criteria (MFC)

The Offer must meet the mandatory financial criteria specified in the table below and provide pricing in Annex “F” - Pricing Schedule. Offers which fail to meet the mandatory financial criteria will be declared non-responsive.

Item No.	Mandatory Financial Criteria	MET	NOT MET
MFC1	Cost per meal type – The Offeror must submit a <u>cost per meal</u> for each of the following meal types, using Annex “F” - Pricing Schedule. 1) Breakfast 2) Lunch Buffet 3) Boxed Lunch 4) Dinner 5) Boxed Dinner		

ANNEX "C"

BASIS OF PAYMENT

The Offeror will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

All deliverables are F.O.B. Destination, travel and living expenses and Canadian Customs Duty included, and applicable taxes extra.

1.0 INITIAL STANDING OFFER PERIOD

Two (2) years from date of award to October 31, 2024

1.1 Firm Prices

For all services described in the Statement of Work at Annex "A", the Offeror will be paid as per the following firm all-inclusive price per meal below. Firm all-inclusive prices include services charges and gratuities. The total amount payable will be based on the total number of meals confirmed in writing five (5) days prior to start of the catering date.

Year 1 – Date of award to October 31, 2023

(Pricing table to be inserted at Standing Offer issuance)

Year 2 – November 1, 2023 to October 31, 2024

(Pricing table to be inserted at Standing Offer issuance)

2.0 OPTION PERIOD

This section is only applicable if the option to extend the Standing Offer is exercised by Canada.

During the extended period of the Standing Offer specified below, the Offeror will be paid as specified below to perform all the Work in relation to the Standing Offer extension.

2.1 November 1, 2024 to October 31, 2025

(Pricing table to be inserted at Standing Offer issuance)

Note to Offerors: Do not complete this Annex. It will be completed by the Standing Offer Authority. The offeror must submit prices using the Annex "F" - Pricing Schedule.

ANNEX "D"
OFFER OF SERVICES FORM - 10210101

<i>(to be filled in by Offeror)</i>	
Offeror's full legal name	
Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Telephone #
	Fax #
	Email
Offeror's Procurement Business Number (PBN) <i>(see the Standard Instructions 2003)</i>	
Offeror's GST/HST/QST number	
Tax rate to be charged on any resulting contract	Specify percentage: _____ %
Jurisdiction of Contract: Province in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Former Public Servants See the Article in Part 2 of the bid solicitation for a definition of "Former Public Servant".	<p>Is the Offeror a FPS in receipt of a pension as defined in the bid solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p> <hr/> <p>Is the Offeror a FPS who received a lump sum payment under the terms of a work force reduction program? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 5 entitled "Former Public Servant Certification"</p>

<p>Integrity Provisions (as per Part 5 of the bid solicitation)</p>	<p>Integrity Declaration Form</p> <p>An Integrity declaration form must be submitted only when:</p> <ol style="list-style-type: none"> 1. The supplier, one of its affiliates or a proposed first-tier subcontractor has, in the past three years, been charged with or convicted of a criminal offense in a country other than Canada, that, to the best of the supplier's knowledge and belief, may be similar to one of the listed offences in the Ineligibility and Suspension Policy (the "policy"); and/or 2. The supplier is unable to provide any of the certifications required by the Integrity Provisions <p>Click here to complete the form and instructions for its submittal.</p>
	<p>List of names for integrity verification form</p> <p>Section 17 of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) requires suppliers, regardless of their status under the policy, to submit a list of names with their bid or offer. The list differs depending on the bidder or Offeror's organizational structure:</p> <ul style="list-style-type: none"> - Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors - Privately owned corporations must provide a list of the owners' names - Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners - Suppliers that are a partnership do not need to provide a list of names <p>Suppliers may use this form to provide the list of names. Failure to submit this information, where required, will render a bid or offer non-responsive, or the supplier disqualified for award of a contract.</p> <p>Complete the form online, print, sign and attach it to the offer.</p>
<p>COVID-19 Vaccination Requirement Certification</p>	
<p>On behalf of the Offeror, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Offeror considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This offer is valid for the period requested in the bid solicitation; 3. All the information provided in the offer is complete, true and accurate; and 4. If the Offeror is awarded a contract, it will accept all the terms and conditions set out in Part 7 - Resulting contract clauses, included in bid solicitation. 	
<p>Signature of Authorized Representative of Offeror</p>	
<p>Signature: _____ Date: _____</p>	

ANNEX "F"
PRICING SCHEDULE

The Offeror must complete this pricing schedule and include it in its financial proposal. All deliverables include travel and living expenses and applicable taxes are extra.

1.0 Firm Prices

For all services described in the Statement of Work at Annex "A", the Offeror will be paid as per the following firm all-inclusive price per meal below. Firm all-inclusive prices must include service charges and gratuities. The total amount payable is based on the total number of meals confirmed in writing five (5) days prior to start of the catering date.

1.1 Initial period

Two (2) years, from date of award to October 31, 2024

Year 1 – Date of award to October 31, 2023

	A1	B1	C1 (C1=A1 x B1)
Type of Meal	Estimated # of meals*	Price per meal (including service and gratuities charges) (CDN\$)	Sub-total (CDN\$)
Breakfast	200	\$	\$
Lunch Buffet	500	\$	\$
Boxed Lunch	1200	\$	\$
Dinner	1200	\$	\$
Boxed Dinner	500	\$	\$
**Sub-total C1 for Evaluation Purposes (excludes applicable taxes)			\$

Year 2 - November 1, 2023 to October 31, 2024

	A2	B2	C2 (C2=A2 x B2)
Type of Meal	Estimated # of meals*	Price per meal (including service and gratuities charges) (CDN\$)	Sub-total (CDN\$)
Breakfast	200	\$	\$
Lunch Buffet	500	\$	\$
Boxed Lunch	1200	\$	\$
Dinner	1200	\$	\$
Boxed Dinner	500	\$	\$
**Sub-total C2 for Evaluation Purposes (excludes applicable taxes)			\$

2.0 Option period – November 1, 2024 to October 31, 2025

	A3	B3	C3 (C3= A3 x B3)
Type of Meal	Estimated # of meals*	Price per meal (including service and gratuities charges) (CDN\$)	Sub-totals (CDN\$)
Breakfast	200	\$	\$
Lunch Buffet	500	\$	\$
Boxed Lunch	1200	\$	\$
Dinner	1200	\$	\$
Boxed Dinner	500	\$	\$
**Sub-total C3 for Evaluation Purposes (excludes applicable taxes)			\$

*Note: The estimated number of meals included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Total for Evaluation purposes equals **Sub-totals C1+C2+C3 = \$ _____