



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Ontario

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Food Catering Services SW Ontario Food Catering Services SW Ontario	
<b>Solicitation No. - N° de l'invitation</b> W3027-211123/C	<b>Date</b> 2022-10-04
<b>Client Reference No. - N° de référence du client</b> W3027-21-1123	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-950-8697	
<b>File No. - N° de dossier</b> KIN-1-56016 (950)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2022-10-24</b> Heure Normale du l'Est HNE	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fraser, Alexa	<b>Buyer Id - Id de l'acheteur</b> kin950
<b>Telephone No. - N° de téléphone</b> (873) 355-4392 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6162
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> 31 CBG G4 MM 701 Oxford Street East Bldg 50 London, ON N5Y 4T7	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS) .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 FORMER PUBLIC SERVANT .....	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	7
2.5 APPLICABLE LAWS .....	7
2.6 BID CHALLENGE AND RECOURSE MECHANISMS .....	7
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>8</b>
3.1 OFFER PREPARATION INSTRUCTIONS .....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>9</b>
4.1 EVALUATION PROCEDURES .....	9
4.2 BASIS OF SELECTION .....	11
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>12</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	12
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION .....	12
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>13</b>
<b>A. STANDING OFFER .....</b>	<b>13</b>
6.1 OFFER .....	13
6.2 SECURITY REQUIREMENTS .....	13
6.3 STANDARD CLAUSES AND CONDITIONS .....	13
6.4 TERM OF STANDING OFFER .....	13
6.5 AUTHORITIES .....	14
6.6 IDENTIFIED USERS .....	14
6.7 CALL-UP PROCEDURES .....	14
6.8 CALL-UP INSTRUMENT .....	15
6.9 LIMITATION OF CALL-UPS .....	15
6.10 PRIORITY OF DOCUMENTS .....	15
6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	16
6.12 APPLICABLE LAWS .....	16
6.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS) .....	16
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>17</b>
6.1 REQUIREMENT .....	17
6.2 STANDARD CLAUSES AND CONDITIONS .....	17
6.3 TERM OF CONTRACT .....	17
6.4 PAYMENT .....	17
6.5 INVOICING INSTRUCTIONS .....	18
6.6 INSURANCE .....	18
6.7 SACC MANUAL CLAUSES .....	19
6.8 INSPECTION AND ACCEPTANCE .....	19
6.9 DISPUTE RESOLUTION .....	19

Solicitation No. - N° de l'invitation  
W3027-211123/C  
Client Ref. No. - N° de réf. du client  
W3027-21-1123

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-1-56016

Buyer ID - Id de l'acheteur  
KIN950  
CCC No./N° CCC - FMS No./N° VME

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<b>ANNEX "A"</b> .....	<b>20</b>
REQUIREMENT .....	20
<b>ANNEX "B"</b> .....	<b>31</b>
BASIS OF PAYMENT .....	31
<b>ANNEX "C"</b> .....	<b>35</b>
STANDING OFFER REPORTING REQUIREMENTS .....	35
<b>ANNEX "D"</b> .....	<b>36</b>
PWGSC 942 CALL-UP AGAINST A STANDING OFFER TEMPLATE .....	36
<b>ANNEX "E"</b> .....	<b>37</b>
INSURANCE REQUIREMENTS .....	37
<b>ANNEX "F" TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b> .....	<b>39</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	39

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

#### **1.2.1 Description**

The Department of National Defence (DND), 31 Canadian Brigade Group (31 CBG) and Regional Cadet Support Unit (RCSU) require catering services throughout Region 1 – Windsor, Region 2 – Cedar Springs, Chatham and Region 4- Sarina on an as and when requested basis.

It is the intention of the Crown to issue one (1) Standing Offer for each Area listed in Annex "B" to satisfy this requirement. Should one (1) Offeror provide the lowest evaluated price for multiple Areas, PWGSC will issue one (1) Standing Offer for those Areas.

Period of Standing Offer will be from SO Issuance to August 31, 2023 with two (1) additional one (1) year option periods.

#### **1.2.2 epost Connect Service**

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method

### **1.3 Debriefings**

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

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

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

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

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## 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.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Offers

#### PWGSC Ontario Region Bid Receiving Unit

- 1) To submit an offer using CPC Connect service, the Offeror must send an email requesting to open a CPC Connect conversation to the following address:

[TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessoumissions-orbidreceiving.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 a CPC Connect conversation, as detailed in Standard Instructions [2006](#), or to send offers through a CPC Connect message if the offeror is using its own licensing agreement for the CPC Connect service.

It is the Offeror's responsibility to ensure the request for opening a CPC Connect conversation is sent to the email address above at least six days before the solicitation closing date.

- 2) Facsimile number: 418-566-6162

Offers transmitted by hardcopy to PWGSC will not be accepted.

### 2.3 Former Public Servant

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

### Definitions

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

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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## 2.4 Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

## 2.5 Applicable Laws

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

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



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

### **3.1 Offer Preparation Instructions**

The Offeror must submit its bid electronically in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

Offers transmitted by hardcopy to PWGSC will not be accepted.

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

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

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

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

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

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

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

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

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

##### **3.1.2 Exchange Rate Fluctuation**

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

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

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

Solicitation No. - N° de l'invitation  
W3027-211123/C  
Client Ref. No. - N° de réf. du client  
W3027-21-1123

Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
KIN950  
CCC No./N° CCC - FMS No./N° VME

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## **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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

#	Mandatory Criteria	Bidders must indicate where the required information is located in their offer
1	The bidder must have a minimum of 2 years documented experience in the catering industry. To demonstrate this experience, the bidder must provide details related to the <u>history</u> and <u>background of their company</u> with their bid, at the time of bid closing.	Page/section #
2	The bidder must demonstrate that all employees working within this requirement have successfully passed the Canadian Food Handler Certification course offered by the Canadian Institute of Food Safety or equivalent.  Bidders must contact the Contracting Authority to request equivalency prior to bid closing. Equivalency may only be granted by the Department of National Defence Technical Authority and confirmed	Page/section #
3	The bidder must demonstrate their experience to provide catering services by describing a previous project where they provided services that were similar in scope and size to this requirement.  To demonstrate this experience, the bidder must provide the following information with their bid, at time of bid closing: i. Customer's name and contact information; ii. Period of the contract; iii. Number of meals served.  The customer may be contacted to verify the details provided.	Page/section #
4	The bidder must be within 1h 40min / 160km by road using Google Maps from the areas stipulated within the applicable region they submitted prices for.	Page/section #
5	The bidder must be able to provide meals for religious purposes.	Page/section #
6	The bidder must provide a proposed menu for a 7 day period that includes Breakfast, Lunch and Dinner.  The proposed menu must meet the Standards outlined in Annex A – Appendix 1	Page/section #
7	The bidder must follow Canadian Food Guides.	Page/section #

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

The Offeror must submit pricing for all line items for the Firm and Optional Periods in accordance with Annex B, Basis of Payment. Pricing must be provided for all line items for the region(s) being offered;

Each Region is evaluated separately;

For each Region, the price used in the evaluation will be the Extended Prices of the Firm and Optional Periods calculated by multiplying the Estimated Persons Per Meal (Column A) by the Firm Price Per Meal (Column B) (Column A x Column B = Column C) in accordance with Annex B, Basis of Payment.

##### **4.1.2.1 SACC Manual Clause**

*SACC Manual Clause* **M0220T** (2016-01-28), Evaluation of Price

#### **4.2 Basis of Selection**

**4.2.1** An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

**4.2.2** It is the intention of the Crown to issue one (1) Standing Offer for each Region listed in Annex "B" to satisfy this requirement. Should one (1) Offeror provide the lowest evaluated price for multiple Regions, PWGSC will issue one (1) Standing Offer for those Regions

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## 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](#) website.

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.

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

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

#### 6.3 Standard Clauses and Conditions

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

##### 6.3.1 General Conditions

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

##### 6.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined 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

The data must be submitted to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period

#### 6.4 Term of Standing Offer

##### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Date of Issue to August 31, 2023

##### 6.4.2 Delivery Points

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

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Alexa Fraser  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region  
  
Telephone: 873-355-4392  
E-mail address: [Alexa.Fraser@tpsgc-pwgsc.gc.ca](mailto:Alexa.Fraser@tpsgc-pwgsc.gc.ca)

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

### 6.5.2 Project Authority

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

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

### 6.5.3 Offeror's Representative (To be completed by the offeror)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

- a) 31 CBG G4 Staff
- b) Kitchen Officer 31 Svc Bn
- b) Designated Personnel by the G4 or 31 CBG HQ for a specific time frame.
- c) Regional Cadet Support Unit/Logistics Officer

## 6.7 Call-up Procedures

The Identified User must create a Call-up against a Standing Offer using form PWGSC-TPSGC 942 or Electronic Purchase Order.

The Identified User must fax or email the document to the Standing Offer holder no later than seven calendar days prior to the date that services are required. Call-ups submitted later than seven (7) calendar days may be refused by the Standing Offer holder.

The Standing Offer holder must acknowledge receipt of the call-up within twenty four (24) hours of receiving the call-up.

Any amendments to call-ups must be authorized by Identified User prior to issuing and acceptance by the Standing Offer holder

## 6.8 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

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

## 6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$75,000.00 (Applicable Taxes included).

## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the supplemental general conditions
- d) the general conditions [2005](#) (2022-01-28), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010C (2022-01-28), General Conditions - Services (medium complexity);
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) the Offeror's offer dated \_\_\_\_\_



## **6.11 Certifications and Additional Information**

### **6.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (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.

### **6.12 Applicable Laws**

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

### **6.13 Transition to an e-Procurement Solution (EPS)**

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

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

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

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## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

#### **6.2.2 Supplemental General Conditions**

4013 - Compliance with on-site measures apply to and form part of the Contract.

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.

### **6.3 Term of Contract**

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

#### **6.3.1 Period of the Contract**

The period of the Contract is from Date of Call-up to two (2) months later.

#### **6.3.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 1 periods, from 01 September 2023 to 31 August 2024 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority

#### **6.3.3 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Call-up, the Contractor will be paid a firm price, as specified in the call-up, calculated in accordance with the Basis of Payment in Annex B. Customs duties are included and Applicable Taxes are extra.

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

#### **6.4.2 Limitation of Price**

SACC Manual clause C6000C (2017-08-17) Limitation of Price

#### **6.4.3 Single Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

#### **6.4.5 Electronic Payment of Invoices – Call-up** *[Note to Offerors: This clause will be completed by Canada at time of issuance to reflect the information the Offeror provides in Annex "F" to Part 3 of the Request for Standing Offers – Electronic Payment of Invoices]*

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

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

#### **6.5 Invoicing Instructions**

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

Invoices must be submitted on the Offeror's own invoice form and at a minimum include:

- (a) the call-up number;
- (b) the amount invoiced (exclusive of HST);
- (c) the amount of HST;
- (d) the date;
- (e) the name of the Project Authority;
- (f) the delivery destination;
- (g) the quantity and description(s) (Item #);
- (h) the Standing Offer Number as shown on page 1 of this Standing Offer;

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **6.6 Insurance**

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **6.7 SACC Manual Clauses**

SACC Manual clause A9062C (2011-05-16) Canadian Forces Site Regulations  
B7500C (2006-06-16) Excess Goods  
D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products  
D3007C (2007-11-30) Inspection and Stamping

#### **6.8 Inspection and Acceptance**

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### **6.9 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](#)".

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## **ANNEX "A"**

### **REQUIREMENT**

#### **1. Background**

31 Canadian Brigade Group (31 CBG) and Regional Cadet Support Unit (RCSU) require catering services throughout South Western Ontario from Windsor to Niagara Falls by regions identified in this statement of work.

#### **2. Frequency of Service Requirements**

Contractor must be available throughout the year. Further, the Contractor must be available to provide services throughout the entire week. It is highly desirable that the Contractor be capable of providing continuous catering services for a period of up to three weeks to support Department of National Defence activities.

#### **3. Provision of Personnel**

The Contractor must ensure the provision of qualified management and non-management personnel to efficiently operate all Food Services requirements provided to the Department of National Defence. The contractor is responsible for the contractor's staff's meals at the contractor's own expense.

#### **4. Provision of Equipment**

The Contractor is responsible to provide all equipment deemed necessary to fulfill the scope of work. The Contractor may not use DND kitchens, serveries, or other kitchen or serving equipment for preparing or cooking, but perhaps required to serve in the dining area. The contractor will supply all required dishes and utensils for all meals.

#### **5. Meal Specifics**

##### **5.1 Capacity**

The Contractor must have a minimum capability to be able to feed up to 100 people per meal with a peak capability to feed up to 250 per meal.

##### **5.2 Portion Size**

Portion sizes and/or quantities for bagged lunches, for all units, provided by the Contractor must conform to the specifications outlined in Appendix 1. All condiments must be portion control pack sizes to prevent cross contamination.

##### **5.3 Menus**

The Contractor must, on being awarded the contract, provide a seven-day cycle menu for Breakfast, Lunch and Supper for review by the 31 CBG HQ G4 Staff and/or Regional Cadet Support Unit (RCSU). Cycle menus are required to ensure that menus are not repeated one after the other, to ensure that quality standards are met, and to ensure that the same meal or menu is not repeated weekend after weekend. Once the Contractor has accepted a call-up, the Contractor must submit the menu to be provided for the duration of the call-up. In the event that the call-up exceeds seven days, the Contractor must provide only a seven-day cycle menu.

- 
- a. Contractor to provide all dietary and religious requirements requested in the call-up special instructions section
  - b. Be aware of the entitlement from the Food Service Manual, as the Contractor may carry extra food in case of an emergency.

### **5.3.1 Breakfast Menu must include:**

2 large eggs per person, Pancakes/French toast (two pieces per person served); and  
2 types cooked meat ensuring there is enough for 1 option per person (1 beef, 1 pork – Chicken sausage is acceptable); and  
4 types of bread; and  
3 types of individual packaged cereals (one option per person served); and  
2 types of individual packaged milks (one option per person served); and  
3 types of hot beverages (coffee, tea & hot chocolate); and  
3 types of 100% juice (2 fruit and 1 vegetable, no sugar drinks, one option per person served); and  
Bottled water – 1 per person served; and  
3 types of fresh fruit – 1 piece per person served; and  
Cheese – 30 grams; or 4 types of individual yogurt (enough for 1 option per person); and  
Condiments:

- a. 2 spreads (butter or margarine); and
- b. 5 varieties of either jams/jellies, honey, ketchup, mayonnaise, mustard, hot sauce, or meat sauce (as applicable to the meal); and
- c. Sugar, sweetener, coffee mate, and creamers.

### **5.3.2 Lunch and Supper Menus must include:**

1 type of Soup; and  
2 types of cooked meat ensuring there is enough for 1 option per person (1 non-pork option if requested on call up); and  
1 vegetarian entrée choice (if requested on call up); and  
1 pasta choice or 1 starch choice; and  
1 cooked vegetable; and  
Salad: 1 prepared and 1 greens; and  
3 types of fresh fruit – 1 option per person served; and  
4 types of bread; and  
3 types of hot beverages (coffee, tea & hot chocolate); and  
3 types of 100% juice (2 fruit and 1 vegetable, no sugar drinks, one option per person served); and  
Bottled water – one bottle per person served; and  
Desserts: 2 prepared, 2 baked, 4 types of yogurt (note - granola or other bars are not acceptable)(1 option per person served); and  
Condiments:

- a. 2 spreads (butter or margarine); and
- b. 5 varieties of jams/jellies, honey, ketchup, margarine/butter, mayonnaise, mustard, hot sauce, meat sauce (as applicable to the meal); and
- c. sugar, sweetener, coffee mate, and creamers.

#### **5.3.2.1 BBQ (Supper Only)**

The Department of National Defence may request supper to be provided as a BBQ. DND will outline this request on the Call Up documentation.

The contractor must provide a BBQ menu for supper that meets the supper menu as outlined above in "Lunch and Supper Menus must include".

### **5.3.3 Bagged Lunches must include:**

Packaging; and  
2 Sandwiches, filling of (90g of meat or 110g mixed filling per sandwich, white or whole wheat bread, each sandwich is to offer a different sliced meat option with cheese and butter. (**Note** - no mayonnaise-based sandwiches will be provided on hot days); and  
1 fruit juice (tetra pack); and  
1 bottle of water; and  
Pudding or Jell-O pack (with plastic spoon); and  
Dessert: cookies or squares; and  
Vegetable Sticks (carrots, celery, peppers); and  
Pickles; and  
1 Boiled Egg (weather permitting); and  
Fresh Fruit – one piece; and  
Condiments:  
a. Dip for vegetable sticks; and  
b. Salt & pepper packages for boiled egg; and  
c. Two packages of mayonnaise, mustard, or other spread as applicable to the sandwich.

**Note** – Portion sizes and/or quantities for bag lunches must conform to portions/quantities identified for lunches in Appendix 1

### **5.3.4 Between Meal Supplements must include:**

Between meal supplements are designed to provide additional food for DND/CF personnel who are undergoing rigorous training activities or who are conducting heavy physical labour. If requested in the call-up, the between meal supplements must be left on-site by the Contractor for self-serve access by the DND/CF units:

One loaf of bread per 10 persons served; and  
Two types of packaged cookies – two packages per person served; and  
Three fruit juice (tetra pack) per person served; and  
Fresh Fruit (oranges or apples) – one per person served; and  
Plastic knives – one per person served; and  
Packaged Condiments:  
a. Peanut Butter – two packages per person served; and  
b. 5 varieties of jams/jellies, honey – three packages per person served; and  
c. Cheese spread – two packages per person served.

### **5.4 Transportation:**

The Contractor must supply one catered meal per delivery to ensure that proper holding temperatures are maintained. Proper holding temperatures for hot meals are identified in the 'Food Safety Code of Practice for Canada's Foodservice Industry.'

### **5.5 Service:**

Catering Staff must serve all meals and are required to wear disposable gloves, disposable hats and apron. Hats that are worn to and from location are not allowed. Military Staff that wishes to help serve must follow the same guidelines.

## **5.6 Service Area:**

Catering Staff must ensure that serving area is clean prior to set up of serving area and after service has been completed.

## **5.7 Service Validation:**

Catering Staff must have a list of Units being served, including Point of contact with telephone number and numbers to be fed as per call-up. This is crucial since caterer may be feeding multiple units/events at the same location.

## **5.8 Meal Hours:**

As and when requested the contractor will provide meal service for up to three meals per day. The following are typical meal service hours but are subject to change to reflect training requirements.

Breakfast: 0630hrs-0800hrs (inclusive)  
Lunch: 1100hrs-1300hrs (inclusive) Sunday 1030hrs-1330hrs (inclusive)  
Supper: 1630hrs-1800hrs (inclusive)

The contractor will be notified at time of call up of any changes to the meal times described above. Meal timings are subject to change, however being delayed one hour increases labor cost for the caterer and subject to extra charges.

## **5.9 Style of Service:**

The Contractor will provide cafeteria (buffet-style) service during the hours of operation.

## **5.10 Hygiene and Sanitation:**

The Contractor must follow the guidelines in the '**Food Safety Code of Practice for Canada's Foodservice Industry**,' and the Contractor must demonstrate that all employees charged with the preparation and handling of food have received food handler training acceptable to the provincial health authorities.

The Project Authority reserves the right to conduct unscheduled Quality Control Inspections of the Contractor's food preparation areas, storage facilities, food service areas, and staff in accordance with Reference B, Chapter 4, Annex K – Sanitation Evaluation Checklist. Quality Control Inspections may be conducted by either a qualified Food Services Inspector or by DND Preventative Medicine personnel.

## **6. Complaint Resolution:**

DND/CF and/or RCSU provided services in accordance with this contract may identify reasonable concerns regarding the Contractor's services to the Contractor while the Contractor is on-site. The Contractor must attempt to resolve these concerns on-site as a matter of good business practice. Where the Contractor is not able to resolve a complaint, the Contractor must contact the Project Authority to identify the specific concerns raised by DND/CF and/or RCSU. All concerns or complaints raised by DND/CF and/or RCSU will be addressed through the creation of a Performance Incident Report by the Technical Authority. A copy of each report will be provided to the Contracting Authority.

## **7. Cancellation of Call Ups:**

In the event that the Project Authority is required to cancel a call-up, the Project Authority may do so without financial penalty so long as the Contractor is given notification of the cancellation not later than 48 hours prior to the date that services are required. If the Project Authority cancels the call-up later than 48



hours prior to the date that services are required, DND remains liable to pay for the full cost of the call-up. This notwithstanding, call-ups may be cancelled within the 48 hour period prior to services being required without financial penalty to DND if the cancellation is mutually agreed to by both the Project Authority and the Contractor. Notification of cancellation may be made verbally or by telephone, but must be confirmed in writing.

#### 8. Inability to provide requested services:

In the event that the Contractor is unable to deliver services and the Contractor advises the Project Authority of this fact not later than three working days prior to the requirement, the Contractor will not be paid for meals not provided but will not be adversely assessed in terms of performance.

In the event that the Contractor is unable to deliver meals within 60 minutes of any requested meal time the Project Authority reserves the right to make alternate feeding arrangements for any meal that the contractor does not supply. Under these circumstances the contractor will not be paid for meals that are not provided in accordance with the call up. If the contractor advises the project authority or the DND/CF and/or RCSU receiving service as soon as it is apparent that the meals will be delayed the contractor will not be adversely assessed in terms of performance.

#### 9. Transportation and Storage:

The Contractor is responsible for all transportation costs in support of the food service operation. Food requiring refrigeration must be kept on ice or insulated containers. Hot food must be transported in insulated containers that will maintain holding temperatures as identified in the 'Food Safety Code of Practice for Canada's Foodservice Industry.' The contractor must ensure that on-site staff are equipped with, and trained to use food service quality thermometers to verify holding temperatures. The Contractor may have no more than one (1) meal at the point of delivery (on-site) at any one time.

#### 10. Regions:

Reserve units are established across Southwest Ontario, from St. Catharines to Guelph to Windsor. In order to address factors such as distance, travel time, the effects of inclement weather, regional costs, and, most importantly, food quality, safety and presentation, the Project Authority has established catering regions as follows, with the intent that individual caterers will service each region.

- a. Region 1 – Windsor;
- b. Region 2 - Cedar Springs, Chatham;
- c. Region 4 – Sarnia;

##### 10.1 Locations:

In general, feeding will occur in the locations identified below, although the project authority occasionally may request services in other sites within these regions.

REGION #	AREA IN REGION	UNIT(s)	ADDRESS
1	Windsor	•Essex & Kent Scottish Regiment (E&K Scot R) •Windsor Regiment (WindR) •31 Service Battalion (31 Svc Bn)	Major FA Tilston VC Armoury & Police Training Center 4007 Sandwich St Windsor ON N9A 6N4

		•Her Majesty's Canadian Ship Hunter (HMCS HUNTER)	960 Ouellette Ave. Windsor ON N9A 1C6
2	Cedar Springs	•Cedar Springs Range Training Area	8510 Water Street Cedar Springs ON N0P 1P0
	Chatham	•A Company, Essex and Kent Scottish Regiment	Chatham Armoury 280 Bloomfield Road RR 5 Chatham ON N7M 5J5
4	Sarnia	•C Squadron 1st Hussars (1H)	Major G.H. Street Armoury 574 Confederation St Sarnia On N7T 2C3

#### 11. Other Requirements:

The Contractor must, except as otherwise stipulated, provide all equipment necessary, or desirable, for the fulfillment of the contractors' responsibilities including, without limitation: delivery vehicles; mobile hot-food holding equipment; linens; glassware; dinnerware; cutlery; utensils; and small ware for each event sites. Disposable ware is accepted with the exception of foam cups.

31 Canadian Brigade Group (31 CBG ) and the Regional Cadet Support Unit Detachment London (RCSU) are reliant on the contractor's experience and skill in determining the suitability of such equipment for the provision of safe, efficient, and esthetically pleasing food handling and serving. The contractor is responsible to ensure that all equipment is kept in a neat, clean and sanitary condition at all times.

The contractor must clear the preparation and serving areas by removing all garbage and refuse directly associated with the catering services immediately after serving is concluded for each meal. Accumulated refuse may be stored securely until removed from the serving location at the end of each day. The contractor is responsible for the removal of the garbage from DND and to know and comply with all pertinent municipal waste removal requirements.

#### 12. Hazardous Materials:

The Contractor must not bring chemicals and hazardous materials onto the DND property except as may be necessary in connection with food services. Any such materials must be transported, labeled, used, stored and any waste in respect thereof must be removed, all in accordance with applicable laws. Further, for any such materials, the Contractor must supply Material Safety Data Sheets which must be provided to the Camp Food Services Officer before transport, use or storage of any such materials on the premises. The Contractor must ensure compliance with all Workplace Hazardous Materials Information System or similar laws applicable to Food Services; and must dedicate specific, appropriate locations within the premises for Material Safety Data Sheets.

#### 13. Minimum Delivery

The Contractor can charge a delivery fee of \$75.00 if the services on the call-up is for less than 25 people.

## Appendix 1 to Annex A

### A. Standard Meal Plan Entitlement Pattern

#### I. Regular Meal Pattern

1. Breakfast
<p>Juice</p> <p>Fruit</p> <p>Breakfast entrée</p> <p>Breakfast meat or alternative</p> <p>Cheese or Yogurt</p> <p>Breakfast starch</p> <p>Breakfast vegetable</p> <p>Bread product</p> <p>Two beverages</p> <p>Condiments/Preserves</p>
2. Lunch
<p>Soup</p> <p>Main Entrée</p> <p>Choice of freshly prepared protein dish, pasta, a la carte, or sandwich</p> <p>Starch</p> <p>Cooked Vegetable</p> <p>Salad Bar</p> <p>Fruit</p> <p>Dessert</p> <p>Bread Product</p> <p>Three beverages</p> <p>Condiments</p>
3. Supper
<p>Soup</p> <p>Main Entrée dish</p> <p>Choice of freshly prepared protein dish, or a la carte item</p> <p>Starch</p> <p>Cooked vegetable</p> <p>Salad Bar</p>

**Fruit**  
**Dessert**  
**Bread product**  
**Three beverages**  
**Condiments**

## B. Dispersed Meals:

### Hot Meals

Dispersed hot meals shall be produced using foods that travel well and can withhold being held at the required temperature for reasonable periods of time in approved CF containers. A card indicating the amount per serving (for example, pork chop - 1; boiled potato - 2 pieces; cookies - 2) shall accompany each meal. **Food and equipment shall be prepared in accordance with the direction on dispersed meals provided in Chapter 7.**

Breakfast	Lunch/Supper
Same as Regular meal pattern	Soup Main protein dish Starch item Vegetable Tossed salad, coleslaw or assorted raw vegetables Fresh fruit One prepared or baked dessert Bread or rolls and butter or margarine Two beverages Appropriate condiments

**NOTE:** The quantity for main protein dish and starch choice must be **10% greater** for dispersed hot meals than for regular meals served in the dining room.

### Cold Meals (Including flight box meals)

Box Breakfast	Box Lunch/Supper
-1 fruit (1piece or 175ml canned fruit) -1 juice (250ml) -1nd cereal with 250ml milk -2 Eggs - Breakfast meat (45 grams), cheese (30 grams) or yogurt (175ml) -2 Breakfast bread products. (Note at least one	-2 sandwiches – 1 of sliced meat (90 g meat less than 5 grams of fat and less than 1,000 mg of sodium per serving) and 1 with a mixed filling (110 grams filling) Or 1 sandwich with a mixed filling e.g. tuna, salmon, egg etc. (110 grams filling) -1 solid meat item with a roll (90 grams meat less than 5 grams of fat and less than 1,000 mg of sodium per serving) Or 1 cold plate with sliced meats/solid meat item

<p><b>bread product must by whole wheat or multi-grain)</b></p> <p><b>Condiments</b></p> <p><b>Note: a breakfast wrap (115 grams) may be used in place of egg, breakfast meat and bread product.</b></p>	<p>with 2 rolls (90grams meat)</p> <p><b>(Note: at least one bread product must be whole wheat or multi-grain.)</b></p> <p>-Vegetable Salad or assorted raw vegetables (125ml) (note: if salad is rice, pasta or potatoes, a serving of vegetables must also be provided.)</p> <p>-Condiments including at least 1 low-calorie/reduced fat condiment (e.g. mustard)</p> <p>-Fresh or canned fruit (1 piece fresh or 175ml canned)</p> <p>-1 dessert IAW Portion Size Standard</p> <p>-1 milk and 1 juice (250ml each). Milk may be substituted with another juice of a different variety. <b>Note: canned pop is not permitted.</b></p> <p>-1 pocket supplement (for example, granola bar, nuts, or cheese and cracker pack) <b>Note: Potato chips are not permitted.</b></p>
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**Portion Size Standard**

Portion Size Standard	
<b>Breakfast</b>	
Eggs, Large	2 each
Ham/Back Bacon	45 g (raw)
Bacon	3 slices (40/48 slices per kg raw)
Sausages	2 each (12/500 g raw)
Hot cakes	2 X 90 ml ladles of patter
French Toast	2 slices
<b>Cereal w/milk</b>	
- Hot	175 ml (cooked) plus 125 ml of milk
- Cold	Ind pkg or 250 ml plus 125 ml of milk

Solicitation No. - N° de l'invitation  
W3027-211123/C  
Client Ref. No. - N° de réf. du client  
W3027-21-1123

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-1-56016

Buyer ID - Id de l'acheteur  
KIN950  
CCC No./N° CCC - FMS No./N° VME

<b>Cheese</b>	30 g
<b>Muffin</b>	1 each (130 g)
<b>Bagel</b>	1 each (110 g)
<b>Croissants</b>	1 each (60 g)
<b>Toast</b>	2 slices (each 35 g)
<b>Lunch and Supper</b>	
<b>Soup</b>	250 ml
<b>Steaks and chops (bone-in)</b>	250 g (raw)
<b>Chicken Pieces (bone in)</b>	275 g (raw)
<b>Steak (boneless)</b>	225 g (raw)
<b>Boneless meat/poultry</b>	150 g cooked (180 g raw)
<b>Fish (steaks, fillet)</b>	150 g (cooked)
<b>Fish (battered)</b>	150 g (cooked)
<b>Stews</b>	300 g (cooked) (250 ml ladle)
<b>Casserole dishes</b>	300g (cooked) (250 ml ladle)
<b>Pasta w/ sauce (main entrée)</b>	150 g of pasta, 175 ml of sauce
<b>Three decker sandwich</b>	1 each (90 g of meat total)
<b>Hamburger</b>	1 each (167 g raw)
<b>Hot dog</b>	80 g (2 ea @ 40 g or 1 ea @80 g)
<b>Pizza</b>	1 each (1/6 of a 40 cm diameter pizza) 240 g
<b>Tacos</b>	2 each
<b>Burritos</b>	1 each (150 g)
<b>Submarine (15 cm long)</b>	1 each (90 g sliced meat or 110 g mixed filling)
<b>Sandwich</b>	1 each
<b>Sandwich filling – salad</b>	110 g
<b>Sandwich filling – sliced meat</b>	90 g
<b>Sliced meat – for cold plate</b>	90 g
<b>Starch item – potatoes, rice, pasta</b>	125 g (cooked) (2 ea 125 ml spoon, 2 ea #16 scoop)
<b>Vegetables</b>	90g (125 ml spoon)

Solicitation No. - N° de l'invitation  
W3027-211123/C  
Client Ref. No. - N° de réf. du client  
W3027-21-1123

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-1-56016

Buyer ID - Id de l'acheteur  
KIN950  
CCC No./N° CCC - FMS No./N° VME

<b>Salad Items</b>	6" bowl or 8"plate
<b>Canned fruit</b>	175 ml
<b>Fresh fruit (individual)</b>	1 each
<b>Fresh grapes/berries/slice fruits</b>	125 ml or 90 g
<b>Pudding</b>	125 ml
<b>Gelatin dessert</b>	125 ml
<b>Ice cream</b>	125 ml
<b>Fruit yogurt</b>	125 ml
<b>Cake</b>	1 piece (5 cm X 5cm X 7cm)
<b>Pie</b>	1 piece (1/8 of a 22 diameter pie)
<b>Squares</b>	1 piece (5 cm X 5 cm X 2.5 cm)
<b>Cookies (7.5 cm diam.)</b>	2 each
<b>Cookies (12.5 cm diam.)</b>	1 each
<b>Doughnuts / Sweet buns</b>	1 each
<b>Bread</b>	1 slice
<b>Dinner Roll</b>	1 each
<b>Beverages</b>	
<b>Juice</b>	250 ml
<b>Milk (2%, 1%, skim, choc, non-dairy)</b>	250 ml
<b>Fruit Drinks</b>	250 ml
<b>Hot Beverages</b>	250 ml

## ANNEX "B"

### BASIS OF PAYMENT

#### **Note to Bidders:**

*All text in italics in this Annex will be removed from the resulting Standing Offer.*

#### **Estimated Usages:**

*The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for each Pricing Period and are an estimate of the requirement made in good faith. Pricing Basis B will be limited to the actual items ordered.*

#### **Applicable Taxes**

*HST must not be included in the unit prices (but will be added as a separate item to any invoice issued).*

**Firm unit prices in Canadian funds including staff wages, fuel costs, delivery costs, transportation and storage costs, garbage removal, and any overhead costs. Canadian customs duties, excise taxes are included, Applicable Taxes extra. Applicable Taxes are not included in the pricing and are to be shown separately on invoices**

*Pricing must be firm unit price up to a maximum of two (2) decimal places in Canadian dollars.*

**NOTE:** In order to address factors such as distance, travel time, the effects of inclement weather, and food quality, safety and presentation, it is suggested that Offerors quote on regions for which their food preparation sites are not more than 100 minutes and 160 km by road from the areas stipulated within the applicable region.

There may be requirements for service to more than one region/event per weekend, therefore Offerors must only submit an offer on regions which they are capable or willing to service.

#### **Pricing Periods:**

**Firm Year 1: SO Issuance to 2023-08-31 (to be updated at time to issuance)**

**Option 1, Year 2: 2023-09-01 to 2024-08-31**

**Firm Year 1: SO Issuance to August 31, 2023**

Region	Meal Description	Estimated Persons Per Meal (Column A)	Firm Price Per Meal (Column B)	Extended Price Column C = (AxB)
<b>Region 1:</b>				
<b>Windsor</b>	Breakfast	130	\$ _____	\$ _____
	Lunch	130	\$ _____	\$ _____
	Supper	130	\$ _____	\$ _____
	BBQ Supper	130	\$ _____	\$ _____
	Bag Lunch	130	\$ _____	\$ _____



Solicitation No. - N° de l'invitation  
W3027-211123/C  
Client Ref. No. - N° de réf. du client  
W3027-21-1123

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-1-56016

Buyer ID - Id de l'acheteur  
KIN950  
CCC No./N° CCC - FMS No./N° VME

	Between Meal Supplement	130	\$ _____	\$ _____
<b>Evaluated Cost (Region 1, Year 1) \$ _____</b>				
<b>Region 2:</b>				
<b>Cedar Springs, Chatham</b>	Breakfast	130	\$ _____	\$ _____
	Lunch	130	\$ _____	\$ _____
	Supper	130	\$ _____	\$ _____
	BBQ Supper	130	\$ _____	\$ _____
	Bag Lunch	130	\$ _____	\$ _____
	Between Meal Supplement	130	\$ _____	\$ _____
<b>Evaluated Cost (Region 2, Year 1) \$ _____</b>				
<b>Region 4:</b>				
<b>Sarnia</b>	Breakfast	130	\$ _____	\$ _____
	Lunch	130	\$ _____	\$ _____
	Supper	130	\$ _____	\$ _____
	BBQ Supper	130	\$ _____	\$ _____
	Bag Lunch	130	\$ _____	\$ _____
	Between Meal Supplement	130	\$ _____	\$ _____
<b>Evaluated Cost (Region 4, Year 1) \$ _____</b>				

Description	Firm Period, Year 1 Firm	Option 1, Year 2
Delivery fee if services are for less than 25 people	\$75.00	\$75.00
Fuel Charge per km*	\$0.25	\$0.25

\*km rate is from the business address to the delivery address round trip

Description	Firm Period, Year 1 Firm	Option 1, Year 2
Special Dietary Meals; Halal and Kosher	\$2.00	\$2.00

**Option 1, Year 2: September 1, 2023 to August 31, 2024**

Solicitation No. - N° de l'invitation  
W3027-211123/C  
Client Ref. No. - N° de réf. du client  
W3027-21-1123

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-1-56016

Buyer ID - Id de l'acheteur  
KIN950  
CCC No./N° CCC - FMS No./N° VME

Region	Meal Description	Estimated Persons Per Meal (Column A)	Firm Price Per Meal (Column B)	Extended Price Column C = (Ax B)
<b>Region 1:</b>				
<b>Windsor, Cedar Spring, Chatham</b>	Breakfast	130	\$ _____	\$ _____
	Lunch	130	\$ _____	\$ _____
	Supper	130	\$ _____	\$ _____
	BBQ Supper	130	\$ _____	\$ _____
	Bag Lunch	130	\$ _____	\$ _____
	Between Meal Supplement	130	\$ _____	\$ _____
<b>Evaluated Cost (Region 1, Option 1-Year 2) \$ _____</b>				
<b>Region 2:</b>				
<b>Cedar Springs, Chatham</b>	Breakfast	130	\$ _____	\$ _____
	Lunch	130	\$ _____	\$ _____
	Supper	130	\$ _____	\$ _____
	BBQ Supper	130	\$ _____	\$ _____
	Bag Lunch	130	\$ _____	\$ _____
	Between Meal Supplement	130	\$ _____	\$ _____
<b>Evaluated Cost (Region 2, Option 1-Year 2) \$ _____</b>				
<b>Region 4:</b>				
<b>Sarnia</b>	Breakfast	130	\$ _____	\$ _____
	Lunch	130	\$ _____	\$ _____
	Supper	130	\$ _____	\$ _____
	BBQ Supper	130	\$ _____	\$ _____
	Bag Lunch	130	\$ _____	\$ _____
	Between Meal Supplement	130	\$ _____	\$ _____
<b>Evaluated Cost (Region 4, Option 1-Year 2) \$ _____</b>				

Description	Firm Period, Year 1 Firm	Option 1, Year 2
Delivery fee if services are for less than 25 people	\$75.00	\$75.00
Fuel Charge per km*	\$0.25	\$0.25

\*km rate is from the business address to the delivery address round trip

Solicitation No. - N° de l'invitation  
W3027-211123/C  
Client Ref. No. - N° de réf. du client  
W3027-21-1123

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-1-56016

Buyer ID - Id de l'acheteur  
KIN950  
CCC No./N° CCC - FMS No./N° VME

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Description	Firm Period, Year 1 Firm	Option 1, Year 2
Special Dietary Meals; Halal and Kosher	\$2.00	\$2.00



Solicitation No. - N° de l'invitation  
W3027-211123/C  
Client Ref. No. - N° de réf. du client  
W3027-21-1123

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-1-56016

Buyer ID - Id de l'acheteur  
KIN950  
CCC No./N° CCC - FMS No./N° VME

## ANNEX "D"

### PWGSC 942 CALL-UP AGAINST A STANDING OFFER TEMPLATE

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

Canada

PWGSC-TPSGC 942 (01/2014)

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## **ANNEX "E"**

### **INSURANCE REQUIREMENTS**

#### **1. Commercial General Liability Insurance**

- 1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 1.2 The Commercial General Liability policy must include the following:
- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. 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. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands 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.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. 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.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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- n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which 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 provinces and territories, send to:  
Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) 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 (inclusive of costs and interest) on behalf of Canada.

## **2. Automobile Liability Insurance**

2.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

2.2 The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation  
W3027-211123/C  
Client Ref. No. - N° de réf. du client  
W3027-21-1123

Amd. No. - N° de la modif.  
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Buyer ID - Id de l'acheteur  
KIN950  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX “F” to PART 3 OF THE REQUEST FOR STANDING OFFERS  
ELECTRONIC PAYMENT INSTRUMENTS**

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

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