



RETURN BIDS TO :
RETOURNER LES SOUMISSIONS À :
Bid Receiving - Réception des soumissions:

Ontario Region
Contracting & Materiel Services
443 Union Street
Kingston, ON
K7L 2R8

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal to: Correctional Service 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 thereof.

Proposition à: Service Correctionnel du 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 appendices 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 :

Telephone # — N° de Téléphone :

Fax # — No de télécopieur :

Email / Courriel : _____

GST # or SIN or Business # — N° de TPS
ou NAS ou N° d'entreprise :

Title — Sujet: Regional Food Inspection Services (Ontario)	
Solicitation No. — N° de l'invitation	Date:
21401-16-19-2378286	06-July-2016
Client Reference No. — N° de Référence du Client	
GETS Reference No. — N° de Référence de SEAG	
Solicitation Closes — L'invitation prend fin at /à : 1400 EDT on / le : 15-August-2016	
F.O.B. — F.A.B. Plant – Usine: Destination: X Other-Autre:	
Address Enquiries to — Soumettre toutes questions à: Edward Desormo 443 Union Street West, P.O. Box 1174, Kingston, Ontario K7L 4Y8 Edward.desormo@csc-scc.gc.ca	
Telephone No. – N° de téléphone:	Fax No. – N° de télécopieur:
613-536-4959	613-536-4571
Destination of Goods, Services and Construction: Destination des biens, services et construction:	
CSC Regional Headquarters- Ontario, Kingston Ontario	
Instructions: See Herein Instructions : Voir aux présentes	
Delivery Required — Livraison exigée : See herein	Delivery Offered – Livraison proposée : Voir aux présentes
Name and title of person authorized to sign on behalf of Vendor/Firm Nom et titre du signataire autorisé du fournisseur/de l'entrepreneur	

Name / Nom	Title / Titre

Signature	Date

(Sign and return cover page with bid proposal / Signer et retourner la page de couverture avec la proposition)	



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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The work to be performed is detailed under Article 2 of Part 6 – Resulting Contract Clauses and Annex “A”.

3. Revision of Departmental Name

As this bid solicitation is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document, or any resulting contract, must be interpreted as a reference to CSC or its Minister.

4. Debriefings

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

5. Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.



PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](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) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 1.4 and 1.5 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, does not form part of and not apply to the bid solicitation. All other subsections of '01 Integrity Provisions – Bid', form part of and apply to the bid solicitation.

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

Delete: sixty (60) days
Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Correctional Service Canada (CSC) by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or email to CSC will not be accepted.

3. Communications – Solicitation Period

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

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

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

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



Correctional Service
Canada

Service correctionnel
Canada

territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

CSC requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid: **three (3) hard copies**

Section II: Financial Bid: **one (1) hard copy**

Section III: Certifications: **one (1) hard copy**

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

Bidders are requested to submit their Financial Bid in an envelope separate from their technical proposal.

CSC requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- i. use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- ii. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

2. Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the pricing schedule detailed in **Annex B - Proposed Basis of Payment**. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.



See Annex B – Proposed Basis of Payment for the Pricing Schedule format.

3.1 Exchange Rate Fluctuation

SACC Manual clause C3011T (2013-11-06) Exchange Rate Fluctuation

4. Section III: Certifications

Bidders must submit the certifications required under **Part 5 - Certifications**.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of CSC will evaluate the bids.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Proposals will be evaluated to determine if they meet all mandatory requirements outlined in **Annex D – Evaluation Criteria**. Proposals not meeting all mandatory criteria will be declared non-responsive and will be given no further consideration.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price - Bid

Proposals containing a financial bid other than the one requested at **Article 3. Section II: Financial Bid** of **PART 3 – BID PREPARATION INSTRUCTIONS** will be declared non-compliant.

2. Basis of Selection

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

3. Insurance Requirement

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in article 11 of PART 6 – RESULTING CONTRACT CLAUSES.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provided to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

1.2 Former Public Servant Certification

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 with FPS, bidders must provide the information required below before contract award. If the answers to the questions and, as applicable, the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause,

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

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

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



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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension as defined above?
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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force adjustment directive? **YES** () **NO** ().

If so, the Bidder must provide the following information:

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

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.



1.3 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

1.4 Language Requirements - English

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in English. The individual(s) proposed must be able to communicate orally and in writing in English without any assistance and with minimal errors.

1.6 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

Certification:

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.



PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

NIL security screening required as there is no access to sensitive information or assets.

Contractor personnel will be escorted in specific areas of the institution as and where required by Correctional Service Canada personnel or those authorized by CSC on its behalf. CSC has developed very stringent internal policies to ensure that the security of institutional operations is not compromised.

Contractor personnel shall submit to local verification of identify/information through an authorized use of the Canadian Police Information Centre (CPIC) and must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the requisite institution.

Correctional Service Canada reserves the right to deny access to any institution of any Contractor personnel, at any time.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and Schedules I, II, & III.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](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>) Manual issued by Public Works and Government Services Canada.

As this Contract is issued by Correctional Service Canada (CSC), any reference to Public Works and Government Services Canada (PWGSC) or its Minister contained in full text or by reference in any term, condition or clause of this document must be interpreted as a reference to CSC or its Minister.

3.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), apply to and form part of the Contract.

Subsection 31.4 of 2010B, General Conditions – Professional Services (Medium Complexity), will not form part of the Contract. All other subsections of ‘2010B 31 Integrity Provisions – Contract’, will form part of the Contract.

3.2 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. The name, qualifications and experience of the proposed replacement; and



- b. Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the work does not release the Contractor from its responsibility to meet the requirements of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from September 01, 2016 to May 31, 2019 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Edward Desormo
Title: Contracting and Procurement Officer
Correctional Service Canada
Branch/Directorate: Regional Material Management
Telephone: 613-5364959
Facsimile: 613-536-4571
E-mail address: edward.desormo@csc-scc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

Name: Darren Kreps
Title: Regional Food Services Manager
Correctional Service Canada
Branch/Directorate: Regional Headquarters (Ontario)
Telephone: 613-583-1785
Facsimile: 613-536-4571
E-mail address: Darren.kreps@csc-scc.gc.ca

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



5.3 Contractor's Representative

The Authorized Contractor's Representative is:

Name: _____
 Title: _____
 Company: _____
 Address: _____

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

6. SACC Manual clause C0213C Payment - Firm Price - Services

6.1 Basis of Payment

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department
 SACC Manual clause C0710C (2007-11-30), Time and Contract Price Verification
 SACC Manual clause C0705C (2010-01-11), Discretionary Audit

6.4 SACC Manual clause H1008C – Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice 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 performed has been accepted by Canada.

7. 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
 - a. The original must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Certification of Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

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 Articles of Agreement;
- (b) the General Conditions – 2010B (2016-04-04) Professional Services (Medium Complexity), apply to and form part of the Contract
- (c) Annex A, Statement of Work;
- (d) Schedule I, II, III;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Evaluation Criteria;
- (g) the Contractor's bid dated _____ (to be inserted at contract award)

11. Termination on Thirty Days Notice

11.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

11.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

12. Insurance

SACC Manual clause G1005C, (2016-01-28), Insurance

The Contractor 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 Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

13. Ownership Control

Where the Contractor will have access to any and all personal and confidential information belonging to Canada, CSC staff or inmates for the performance of the work, the following will apply:

- (a) The Contractor warrants that it is not under ownership control of any non-resident entity (ie. Individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other).
- (b) The Contractor shall advise the Minister of any change in ownership control for the duration of the contract.
- (c) The Contractor acknowledges that the Minister has relied on this warranty in entering into this Contract and that, in the event of breach of such warranty, or in the event that the Contractor's ownership control becomes under a non-resident entity, the Minister shall have the right to treat this Contract as being in default and terminate the contract accordingly.
- (d) For the purposes of this clause, a non-resident entity is any individual, partnership, joint venture, corporation, limited liability company, parent company, affiliate or other residing outside of Canada.



14. Closure of Government Facilities

- 14.1 Contractor personnel are employees of the Contractor and are paid by the Contractor on the basis of services rendered. Where the Contractor or the Contractor's employees are providing services on government premises pursuant to this Contract and the said premises become non accessible due to evacuation or closure of government facilities, and consequently no Work is being performed as a result of the closure, Canada will not be liable for payment to the Contractor for the period of closure.
- 14.2 Contractors working at CSC sites should be aware that they may be faced with delay or refusal of entry to certain areas at certain times even if prior arrangements for access may have been made. Contractors are advised to call in advance of travel to ensure that planned access is still available.

15. Tuberculosis Testing

- 15.1 It is a condition of this contract that the Contractor or any employees of the Contractor who require entry into a Correctional Service of Canada Institution to fulfill the conditions of the contract may, at the sole discretion of the Warden, be required to provide proof of and results of a recent tuberculin test for the purpose of determining their TB infection status.
- 15.2 Failure to provide proof of and results of a tuberculin test may result in the termination of the contract.
- 15.3 All costs related to such testing will be at the sole expense of the Contractor.

16. Compliance with CSC Policies

- 16.1 The Contractor agrees that its officers, servants, agents and subcontractors will comply with all regulations and policies in force at the site where the work covered by this contract is to be performed.
- 16.2 Unless otherwise provided in the contract, the Contractor shall obtain all permits and hold all certificates and licenses required for the performance of the Work.
- 16.3 Details on existing CSC policies can be found at: www.csc-scc.gc.ca or any other CSC web page designated for such purpose.

17. Health and Labour Conditions

- 17.1 In this section, "Public Entity" means the municipal, provincial or federal government body authorized to enforce any laws concerning health and labour applicable to the performance of the Work or any part thereof.
- 17.2 The Contractor shall comply with all laws concerning health and labour conditions applicable to the performance of the Work or part thereof and shall also require compliance of same by all its subcontractors when applicable.
- 17.3 The Contractor upon any request for information or inspection dealing with the Work by an authorized representative of a Public Entity shall forthwith notify the Project Authority or Her Majesty.
- 17.4 Evidence of compliance with laws applicable to the performance of the Work or part thereof by either the Contractor or its subcontractor shall be furnished by the Contractor to the Project Authority or Her Majesty at such time as the Project Authority or Her Majesty may reasonably request."



18. Identification Protocol Responsibilities

The Contractor must ensure that the Contractor and each of its agents, representatives or subcontractors (referred to as Contractor Representatives for the purposes of this clause) comply with the following self-identification requirements:

- 18.1 During the performance of any Work at a Government of Canada site, the Contractor and each Contractor Representative must be clearly identified as such at all times;
- 18.2 During attendance at any meeting, the Contractor or Contractor Representatives must identify themselves as such to all meeting participants;
- 18.3 If the Contractor or a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as the Contractor or an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under the e-mail account Properties. This identification protocol must also be used in all other correspondence, communication, and documentation; and
- 18.4 If Canada determines that the Contractor is not complying with any of the obligations stated in this article, Canada will advise the Contractor and request that the Contractor implement, without delay, appropriate corrective measures to eliminate recurrence of the problem.

19. Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will, on request, and consent of the parties for both the process and to bear the cost of such process, assist in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or applicability of a term and condition of this contract. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

20. Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the contractor respecting administration of this contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met, and the interpretation and the application of the terms and conditions and the scope of work of this contract are not in dispute. The Office of Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa-opo@boa-opo.gc.ca.

21. Privacy

- 21.1 The Contractor acknowledges that Canada is bound by the Privacy Act, R.S.C. 1985, c. P-21, with respect to the protection of personal information as defined in that Act. The Contractor shall keep private and confidential any such personal information collected, created or handled by the Contractor under the Contract, and shall not use, copy, disclose, dispose of or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- 21.2 All such personal information is the property of Canada, and the Contractor shall have no right in or to that information. The Contractor shall deliver to Canada all such personal information in whatever form, including all copies, drafts, working papers, notes,



memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to this Contract, upon the completion or termination of the Contract, or at such earlier time as the Minister may request. Upon delivery of the personal information to Canada, the Contractor shall have no right to retain that information in any form and shall ensure that no record of the personal information remains in the Contractor's possession.

22. 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.

ANNEX A – Statement of Work

The Correctional Service Canada has a requirement to conduct food premises inspections. The work will involve the following:

1.1 Background

The Correctional Service Canada requires contractors to conduct the inspections as CSC does not have any qualified inspectors to complete the work

1.2 Objectives:

The contractor shall provide Inspection services on an as requested basis, utilizing the Correctional Service Canada policies and guidelines with respect to food services: Standard Operating Practices (SOP) [880-1 Food Services - Central Feeding \(2000-02-21\)](#) ; SOP [880-2 Food Services - Small Group Meal Preparation \(SGMP\)](#). (<http://www.csc-scc.gc.ca/text/plcy/tocsop-eng.shtml>).

1.3 Tasks:

- Conduct Food Premises Sanitation Inspection services for Food Services Facilities (receiving and storage areas, food handling, preparation and service, dining areas, dishwashing, waste disposal and kitchen staff washrooms and changing rooms) at a frequency of no less than once per fiscal year, using the CSC Food Premises Sanitation Inspection Report provided at Schedule IV. More than one inspection per year will be at the request of the Institution.
- Work with Assistant Warden Management Services (AWMS) at each site to establish a mutual agreement regarding the annual inspection schedule. The annual inspection is to be coordinated in clustered groups that are in close proximity to allow cost savings in regards to travel time and expenses. Full address of each site is located in Schedule 1 of this document. The following is an example of what an annual kitchen inspection schedule may look like.
- Identify public health hazards, and report deficiencies that are not compliant with Correctional Service Canada policies and guidelines with respect to food services
- Inspect Food Services facilities as defined in Schedule II: Central Kitchen, Common Kitchen (Small Group Meal Preparation), and Receipt and Sale areas.
- Conduct inspection debriefing with person in charge immediately after the inspection.
- Presentation of the Completed Food Premises Sanitation Inspection Report outlining the results of the inspection and the recommended corrective action to be delivered within ten (10) working days after completion of inspection to the following:
 - AWMS (Assistant Warden Management Services) at the institution,
 - Project Authority – Regional Food Services Manager.
 - Providing Consultation and advice regarding food safety on a as-needed basis or as requested, up to 40 hours a year.
- Work will be performed during regular working hours (Monday to Friday, between 8h00 and 16h00).

1.4 Deliverables:

- Presentation of the completed Food Premises Sanitation Inspection Report outlining the results of the inspection and the recommended required corrective action to be delivered within ten (10) working days after completion of inspection to the following:
 - AWMS (Assistant Warden Management Services) at the institution
 - Project Authority Regional Project Officer Food Services

1.5 Location of work:

a. The Contractor must perform the work at:

Millhaven Institution
Bath Institution
Warkworth Institution
Collins Bay Complex
Joyceville Complex
Grand Valley Institute for Women
Regional Headquarters
Beaver Creek Complex
Regional Reproduction Centre
Bath Finishing Kitchen

b. Travel

- Travel to the following locations will be required for performance of the work under this contract:
- Beaver Creek Complex – 2000 Beaver Creek Drive, Gravenhurst Ontario
- Warkworth Institution - County Road #29, Campbellford, Ontario
- Grand Valley Institute for Women – 1575 Homer Watson Blvd Kitchener Ontario

1.6 Language of Work:

The contractor must perform all work in English.

SCHEDULE I – Site Information & Addresses Ontario Region.

Site Address	Security Level	Institution Bed Capacity (Subject to Change)	Feeding Style	Phone Number	Contact Name / Position Title AWMS CFS
Project Authority Correctional Service of Canada – Regional Headquarters – Ontario 440 King Street West PO Box 1174 Kingston, Ontario K7L 4Y8 Phone: (613) 536-4527 Fax: (613) 545-8684				613-530-3037 613-545-8266	Regional Administrator Technical Services/Regional Regional Foodservice Manager Darren Kreps
Bath Institution 5775 Bath Road P.O Box 1500 Bath, Ontario KOH 1G0 Phone: (613) 351-8346 Fax: (613) 351-8039	Medium	229 200	Finishing Kitchen Cafeteria SGMP Regional Production Center	613-351-8060	Michelle Vermette AWMS Tom Gencarelli FSM
Millhaven Institution Highway 33 PO Box 280 Bath, Ontario KOH 1G0 (613) 351-8000 Fax: (613) 351-8136	Maximum	400	Finishing Kitchen Satellite	613-351-8178	Vicki Willis AWMS Mic Compeau FSM

<p>Collins Bay Institution Multi Level 1455 Bath Road PO Box 190 Kingston, Ontario K7L 4V9 (613) 545-8598 Fax: (613) 536-3497</p>	Medium	300 96 96	Finishing Kitchen Cafeteria SGMP Satellite	613-536-6258	Wayne Buller AWMS Andre Desjardins FSM
<p>Collins Bay Institution 1455 Bath Road PO Box 7500 Kingston, Ontario K7L 5E6 (613) 536-6000 Fax: (613) 545-8823</p>	Min	160 50	Finishing Kitchen Cafeteria SGMP	613-536-4230	Philomena McClelland FSM
<p>Joyceville Institution Highway 15 PO Box 880 Kingston, Ontario K7L 4X9 (613) 536-6400 Fax: (613) 536-6433</p>	Medium	300	Finishing Kitchen Satellite	613-536-6605	Lorrie Oddie AWMS Cory Beckstead FSM
<p>Joyceville Institution Highway 15, No. 3766 PO Box 4510 Kingston, Ontario K7L 5E5 (613) 536-4046 (Main Security) Fax: (613) 536-6389 (General Office)</p>	Min	350	SGMP	613-536-4220	Mark Sly FSM
<p>Warkworth Institution County Road #29 PO Box 760 Campbellford, Ontario K0L 1L0 (705) 924-2210 Fax: (705) 924-3351</p>	Medium	610	Finishing kitchen Cafeteria	705-924-8067	Cindy Herrington AWMS Dave Stephens FSM

SCHEDULE II - DEFINITIONS

Regional Production Center

Is Located at Bath Institution and uses reduced oxygen packaging to produce low volume cook chill products for 5 institutions in the Ontario region.

Finishing Kitchen

Uses product from the regional production center to provide meals in Central and Satellite operations

Central Kitchen

Central Kitchen is the main institutional kitchen. This is where the meals are prepared for the entire facility.

Central Dinning

Meals are prepared in a central kitchen and delivered in one or more of the following ways:

Cafeteria Style

The two types of cafeteria service are open line and closed line. In open line service, inmates are allowed to see what the server is placing on their trays. In close line service, inmates are not able to see the servers and the tray is provided through a hole in the wall at the end of the serving line.

Satellite Meal Delivery

The following types of satellite meal delivery are currently being used within CSC correctional facilities:

- Hot and cold bulk food carts: food is sent in bulk from the kitchen to range serverie where meals are assembled and distributed to the inmates.
- Tray service carts: food is portioned onto individual trays, placed in carts with active (heater/refrigeration units) or passive (insulation) temperature control mechanisms to retain the appropriate serving temperatures.

SGMP (Small Group Meal Preparation)

This type of food preparation is usually located at sites with a capacity of 150 or less. These sites are commonly known as Minimum Security Institutions, Annexes, and Healing Lodges. They consist of housing units that are 4-10 beds. Each house has a kitchen and goods are sold to the houses from a receipt and sale goods area. These sites have a common kitchen that is used for large meal preparation for special events and may be used for training purposes. The following areas would be inspected on an annual basis:

- Receipt and sale of goods area
- Common Kitchen

SCHEDULE III

CORRECTIONAL SERVICES CANADA
SERVICE CORRECTIONNEL CANADA

FOOD PREMISES SANITATION INSPECTION REPORT

Name of Establishment		Food Service Manager's Name
Address		
Areas Inspected <input type="checkbox"/> Main Kitchen <input type="checkbox"/> Satellite Kitchens/Services <input type="checkbox"/> Cafeteria <input type="checkbox"/> SGMP <input type="checkbox"/> Other		
Date of Inspection	Time	Performed By

<input type="checkbox"/> Compliant	<input type="checkbox"/> Non-Compliant <input type="checkbox"/> Critical requirements requiring action: <input type="checkbox"/> Other requirements requiring action:
------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

FRFSC= Food Retail and Food Services Code

C= Compliant

NC= Non-Compliant

* = Critical requirements

NOTE: All critical requirements (*) must be satisfied for the Food establishment to deemed Compliant

REQUIREMENTS		C	NC
A. CONSTRUCTION/DESIGN			
1	Floors, walls and ceiling are well constructed, non-absorbent, easily cleanable, in good repair and no signs of wear and tear. (Ref: Section 2.3 and 2.4 FRFSC)		
2	Floor drains are well maintained, meets plumbing codes, equipped with backflow preventers, no cross-connections, cleaned on a regular basis. (Ref: Section 2.4.2 (a) sub section (v) ; Section 2.5 FRFSC)		
3	Premises have sufficient lighting, equipped with light covers, easily cleanable and in good repair. (Ref: Section 2.7 FRFSC)		
4	There is adequate ventilation to keep rooms free of excessive heat, steam, condensation, vapours, odours, smoke and fumes. (Ref: Section 2.8 FRFSC)		
5	Mechanical ventilation is of sufficient capacity to prevent grease or condensation from collecting on walls and ceiling, filters can be removed and are easily cleanable and so constructed to prevent grease from dripping onto food, food contact equipment or surfaces, utensils and linens. (Ref: Section 2.8 FRFSC)		
6	Mechanical ventilation installed in accordance with National Building Code. (Ref: Section 2.8 FRFSC)		
7	Water from an approved source that meets GCDWQ and/or Prov/Terr. (Ref: Section 2.10 FRFSC) *		
8	Sufficient hot and cold running water with adequate pressure to meet peak demands. (Ref: Section 2.10 FRFSC) *		
9	Premises provided with an approved sewage disposal. (Ref: Section 2.11 FRFSC)		
10	Washrooms (Ref: Section 2.15 FRFSC)		

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B. PERSONNEL HYGIENE		
11	Uniforms/outer garments clean. (Ref: Section 5.2 FRFSC)	
12	Adequate hand washing facilities provided. (Ref: Section 2.14 FRFSC)	
13	Hand washing signs conspicuously posted. (Ref: Section 2.14 FRFSC)	
14	Proper hand washing procedures followed by all food handlers (Ref: Section 5.6 FRFSC) *	
15	No smoking in food preparation area or while serving the food. (Ref: Section 5.5 FRFSC)	
16	Proper wound and infection control. (Ref: Section 5.8 and 5.9 FRFSC).*	
C. FOOD STORAGE		
17	Surfaces clean, tidy and well maintained..	
18	Raw, cooked or ready to eat foods are stored separately. (Ref: Section 3.5.1 FRFSC) *	
19	Food items protected against contamination. (Ref. section 3.5.1 & 3.5.2 FRFSC)	
20	Food stored at least 15 cm (6 in.) off the floor on racks, shelves or pallets and durable, easily cleaned and are kept in good repair and so located to facilitate easy cleaning under and behind. (Ref. section 2.9 FRFSC)	
21	Where required food items date-marked (FIFO). (Ref: Section 3.7.4 FRFSC)	
22	Adequate mechanical refrigeration provided for storage of Potentially Hazardous Foods. (Ref: Section 3.3.3 FRFSC) *	
23	Time/temperature of raw animal foods controlled. (Ref: Appendix B, FRFSC) *	
24	Adequate temperature control for hot and cold foods. (Ref: Section 3.3- 3.3.12 FRFSC)*	
25	Thawing carried out in an approved manner.(Ref: Section 3.3.2 FRFSC)*	

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D. PREPARATION/HANDLING OF FOOD		
26	Food and food ingredients are from an approved source .(Ref: Section 3.2.1.1 FRFSC)*	
27	Food handler training provided and employees are aware of good hygiene practices. (Ref: Section 6.3.2 FRFSC)*	
28	Food flow is in one direction from receiving to storage to preparation to packaging/serving (Ref: Section 2.2.1FRFSC)	
29	Food contact surfaces well constructed, well maintained, washable and easy to clean. (Ref: Section 4.1.4 FRFSC)	
30	Raw fruits and vegetables thoroughly washed in potable water to remove soil and contaminants before being cut, combined with other ingredients, cooked, served, or offered for human consumption in ready-to-eat form. (Ref: Section 3.5.1 FRFSC)	
31	Outer packaging material minimized in the production area.	
E. CLEANING AND SANITATION		
32	All cleaning/sanitizing chemical agents stored separately and correctly labelled. (Ref: Section 4.4 FRFSC)	
33	Written cleaning and sanitation program in place which includes food contact and non-food contact surfaces. (Ref: Sections 4.2.1- 4.2.4 FRFSC)	
34	Adequate dishwashing method used. (Ref: Sections 4.2.6 to 4.2.8 FRFSC) *	
35	Food Contact surfaces sanitized after cleaning (Ref:Section 4.2.5 FRFSC) *	
F. GENERAL HOUSEKEEPING		
36	Covered garbage receptacles of sufficient size provided (Ref: Section 2.11 FRFSC)	
37	Garbage removed with sufficient frequency (Ref: Section 4.5.1 FRFSC)	
38	Waste bins are well maintained and cleaned regularly to minimize odours and other conditions that attract or harbour insects and rodents (Ref: Section 4.1.13 FRFSC)	

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* = Critical requirements

NOTE: All critical requirements (*) must be satisfied for the Food establishment to deemed Compliant



G. PEST MANAGEMENT			
39	No signs of insects, rodents, birds or other pests and a pest management program in place. (Ref: Sections 4.3.1 & 4.3.2 FRFSC) *		
40	Windows are screened, doors kept closed. (Ref: Section 2.20 FRFSC)		

H. POTABLE WATER SYSTEMS			
41	Ice storage cabinets clean and sanitary.		
42	Water to make ice or other cold liquids for consumption is from an approved source and meets GCDWQ and/or Prov/Terr. (Ref: Sections 2.10 and 3.43 FRFSC) *		

COMMENTS	
ITEM	

Signature of Inspector: _____

Signature of Food Services Manager: _____



ANNEX B – Proposed Basis of Payment

1.0 Contract Period - September 1, 2016 to May 31, 2019

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

For the provision of services as described in Annex A - Statement of Work, the Contractor will be paid the all inclusive firm per diem rate(s) below in the performance of this Contract, HST or GST extra.

Resource Category	Number of days	Total Cost
11 inspections/reports	1 day for inspection and 0.5 days for report writing for each site	
2 inspections/reports at Regional Production Centre, bath Finishing kitchen and SGMP	1 day for inspection and 1 day for report writing for each site	
Travel	As per Government Travel Regulations & to the locations described in Annex A. Travel is paid from Kingston, Ontario and return only.	
Total:		

2.0 HST or GST

- (a) All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada. The estimated HST or GST of \$*<To Be Inserted at Contract Award>* is included in the total estimated cost shown on page 1 of this Contract. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST or HST paid or due.



Annex C Evaluation Criteria

1.0 Technical Evaluation:

1.1 The following elements of the proposal will be evaluated and scored in accordance with the following evaluation criteria.

- Mandatory Technical Criteria

It is **imperative** that the proposal **address each of these criteria to demonstrate that the requirements are met.**

1.2 LISTING EXPERIENCE WITHOUT PROVIDING ANY SUBSTANTIATING DATA TO SUPPORT WHERE, WHEN AND HOW SUCH EXPERIENCE WAS OBTAINED WILL RESULT IN THE STATED EXPERIENCE NOT BEING CONSIDERED FOR EVALUATION PURPOSES.

1.3 All experience must be strictly work-related. Time spent during education and/or training will not be considered, unless otherwise indicated.

1.4 Experience must be demonstrated through a history of past projects, either completed or on-going.

1.5 References must be provided for each project/employment experience.

I. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a Public Servant**, the reference must be a Public Servant who had a supervisory role over the proposed resource during the stated employment.

II. Where the stated experience was acquired within a Canadian Federal Government Department or Agency **as a consultant**, the reference must be the Public Servant who was identified as the Project Authority of the project on which the proposed resource acquired the experience.

III. References must be presented in this format:

- a. Name;
- b. Organization;
- c. Current Phone Number; and
- d. Email address if available

1.6 Response Format

I. In order to facilitate evaluation of proposals, it is recommended that bidders' proposals address the mandatory criteria in the order in which they appear in the Evaluation Criteria and using the numbering outlined.

II. Bidders are also advised that the month(s) of experience listed for a project or experience whose timeframe overlaps that of another referenced project or experience will only be counted once. For example: Project 1 timeframe is July 2001 to December 2001; Project 2 timeframe is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.

III. For any requirements that specify a particular time period (e.g., 2 years) of work experience, CSC will disregard any information about experience if the technical bid does not include the required month and year for the start date and end date of the experience claimed.

IV. CSC will also only evaluate the duration that the resource actually worked on a project or projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.



MANDATORY TECHNICAL CRITERIA – 21401-16-17-2378286

#	Mandatory Technical Criteria	Bidder Response Description (include location in bid)	Met/Not Met
M1	Bidders must show proof that each of their health inspectors have a minimum of 3 years experience in inspecting institutional and or commercial Food Services facilities.		
M2	Bidders must show proof of certification for their inspectors by the Canadian Institute of Public Health Inspectors(CIPHI) or graduation from a recognized institution in the following fields of study: <ul style="list-style-type: none">• Occupational & Public Health• Health Sciences• Environmental Health		
M3	All inspectors must be able to pass a Security Clearance CPIC before being allowed entrance to any of the Institutions.		