

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067**

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

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

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**  
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> Frozen Kosher Meals	
<b>Solicitation No. - N° de l'invitation</b> 21401-185333/A	<b>Date</b> 2019-05-22
<b>Client Reference No. - N° de référence du client</b> 21401-18-5333	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-535-7802
<b>File No. - N° de dossier</b> KIN-8-50218 (535)	<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> <b>on - le 2019-07-03</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Carriere, Nancy	<b>Buyer Id - Id de l'acheteur</b> kin535
<b>Telephone No. - N° de téléphone</b> (613)545-8764 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA Various Ontario Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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>4</b>
1.1 INTRODUCTION .....	4
1.2 SUMMARY .....	4
1.3 DEBRIEFINGS .....	5
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	5
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>6</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	6
2.2 SUBMISSION OF OFFERS .....	7
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	7
2.4 APPLICABLE LAWS .....	8
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>9</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	9
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>11</b>
4.1 EVALUATION PROCEDURES .....	11
4.2 BASIS OF SELECTION.....	12
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>13</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	13
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	13
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>15</b>
<b>A. STANDING OFFER.....</b>	<b>15</b>
6.1 OFFER .....	15
6.2 SECURITY REQUIREMENTS .....	15
6.3 STANDARD CLAUSES AND CONDITIONS.....	15
6.4 TERM OF STANDING OFFER.....	15
6.5 AUTHORITIES .....	16
6.6 IDENTIFIED USERS .....	17
6.7 CALL-UP PROCEDURES .....	17
6.8 CALL-UP INSTRUMENT .....	17
6.9 LIMITATION OF CALL-UPS.....	17
6.10 PRIORITY OF DOCUMENTS.....	18
6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	18
6.12 APPLICABLE LAWS .....	18
6.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	18
<b>B. RESULTING CONTRACT CLAUSES.....</b>	<b>19</b>
6.1 REQUIREMENT .....	19
6.2 STANDARD CLAUSES AND CONDITIONS.....	19
6.3 TERM OF CONTRACT .....	19
6.4 PAYMENT .....	19
6.5 INVOICING INSTRUCTIONS.....	20
6.6 INSURANCE .....	20
<b>ANNEX “A” .....</b>	<b>21</b>
REQUIREMENT .....	21
<b>ANNEX “B” .....</b>	<b>26</b>

Solicitation No. - N° de l'invitation  
21401-185333/A  
Client Ref. No. - N° de réf. du client  
21401-18-5333

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-8-50218

Buyer ID - Id de l'acheteur  
KIN535  
CCC No. /N° CCC - FMS No./N° VME

---

BASIS OF PAYMENT (ATTACHED ELECTRONICALLY) .....	26
<b>ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS .....</b>	<b>27</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	27
<b>ANNEX "D" .....</b>	<b>28</b>
STANDING OFFER REPORTING FORM .....	28

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;   |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<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, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

- 1.2.1** Correctional Service Canada (CSC) has a requirement to establish one Regional Individual Standing Offer for the provision of certified Kosher Frozen Food on an "as and when" requested basis for the Ontario Regional institutions listed in Annex "A" – Destinations.
- The period for placing call-ups against the Standing Offer will be from Issuance to 30 June 2020.
- 1.2.2** The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3** 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 7.15 Transition to an e-Procurement Solution (EPS).

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:
  - subsection 2. is deleted entirely and replaced with the following:
    - i. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
  - b. To submit an offer using epost Connect service, the Offeror must either:
    - i. send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
  - d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
  - e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
  - g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
    - i. receipt of a garbled, corrupted or incomplete offer;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the offer;
    - v. failure of the Offeror to properly identify the offer;
    - vi. illegibility of the offer;
    - vii. security of offer data; or,
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement

- will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
  - j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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](#) (2018-05-22) 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

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

Bid Receiving Public Works and Government Services Canada  
Kingston Procurement  
86 Clarence St, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3  
Bid Fax: (613) 545-8067  
Email address for epost Connect service: [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 an epost Connect conversation, as detailed in Standard Instructions [2006](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: (613) 545-8067

## 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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.

## **2.4 Applicable Laws**

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



---

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

### **3.1 Offer Preparation Instructions**

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

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

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

Section I: Financial Offer (1 hard copy)

Section II: Certifications (1 hard copy)

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

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

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Financial Offer**

Bidders must submit their financial bid in accordance with the Basis of Payment.

#### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex "C" 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

### **3.1.3 SACC Manual Clauses**

## **Section II: Certifications**

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

---

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Financial Evaluation

##### 4.1.1.1 Mandatory Financial Criteria

The Offeror must complete and submit its financial offer in accordance with Annex B - Basis of Payment. All prices are in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Pricing must be provided for all line items in Pricing Basis A –Kosher Frozen Food as listed.

The estimated usages provided in Annex B, are for the sole purpose of establishing an evaluation tool. These usages are based only on best estimate and in no way reflect the actual usages expected or any commitment on part of the crown.

The price used in the evaluation will be the Evaluated Price which is calculated as follows:

In Pricing Basis A, the Extended Price is the Estimated Usage multiplied by the Unit Price.

The Evaluated Price is the sum of the Extended Price from Pricing Basis A – Kosher Frozen Food.

##### 4.1.1.2 Unit Size

If a unit size is no longer available in the industry, the Offeror should notify the Contracting Authority no later than 7 calendar days prior to the closing date. Any changes to the product unit size will be made by the Contracting Authority through an amendment to the Request for Solicitation document.

- (a) Offerors changes to Unit Size

Where a change to a unit size is proposed:

- i) The proposed change to unit size is necessary because the original unit size is the unavailable in the industry; **and**
- ii) The proposed unit size reflects the next size up or down (from the original unit size specified) that is available in the unit size specified in the RFSO; **and**
- iii) There is less than a 10% difference between the proposed unit size and the unit size specified in the RFSO.

##### 4.1.1.3 SACC Manual Clause

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

Solicitation No. - N° de l'invitation  
21401-185333/A  
Client Ref. No. - N° de réf. du client  
21401-18-5333

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-8-50218

Buyer ID - Id de l'acheteur  
KIN535  
CCC No. /N° CCC - FMS No./N° VME

---

## **4.2 Basis of Selection**

### **4.2.1 SACC Manual Clause M0069T (2007-05-25) – Basis of Selection**

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

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

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

#### **5.2.1 Integrity Provisions – Required Documentation**

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

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

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

Solicitation No. - N° de l'invitation  
21401-185333/A  
Client Ref. No. - N° de réf. du client  
21401-18-5333

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-8-50218

Buyer ID - Id de l'acheteur  
KIN535  
CCC No. /N° CCC - FMS No./N° VME

---

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

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **6.1 Offer**

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

#### **6.2 Security Requirements**

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

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

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

##### **6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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

- 1st quarter: Issuance to 30 September 2019;
- 2nd quarter: 1 October 2019 to 31 December 2019;
- 3rd quarter: 1 January 2020 to 31 March 2020;
- 4th quarter: 1 April 2020 to 30 June 2020.

The data must be submitted to the Standing Offer Authority no later than 30 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 Issuance to 30 June 2020.

---

#### 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: Nancy Carrière  
Title: Supply Specialist

Public Services and Procurement Canada  
Acquisitions Branch  
Directorate: Acquisitions Kingston  
86 Clarence Street, 2nd Floor  
Kingston, Ontario K7L 1X3

Telephone: 613-545-8764  
Facsimile: 613-545-8067  
E-mail address: [nancy.carriere@pwgsc.gc.ca](mailto:nancy.carriere@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)

###### General Enquiries:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

###### Delivery follow-up:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_



Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Identified Users

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

The Correctional Service Canada, for the Ontario Region Institutions listed in Annex A

## 6.7 Call-up Procedures

The Offeror must acknowledge each order no later than the next working day from receipt of the call-up.

## 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 \$25,000.00 (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 general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment including appendices;
- g) Annex D, Reporting Form;
- 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.

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

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

#### **6.2.1 General Conditions**

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2016-04-04) will not apply to payments made by credit cards.

#### **6.2.2 SACC Manual Clauses**

[B3003C](#) (2007-05-25), Grades of Meat  
[D0014C](#) (2007-11-30), Delivery of Fresh Chilled or Frozen  
[D5311C](#) (2007-11-30), Right of Access and Inspection of Meat  
[B7500C](#) (2006-06-16) Excess Goods

apply to and form part of the contract.

### **6.3 Term of Contract**

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

The period of the Standing Offer is from Issuance to 30 June 2020.

#### **6.3.2 Delivery Date**

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

### **6.4 Payment**

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified 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 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

### 6.4.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI)

### 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.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the following address for certification and payment:

Regional Headquarters | Administration régionale  
Correctional Service Canada | Service correctionnel Canada  
443 Union Street, PO Box 1174 | 443 rue Union, Boîte postale 1174  
Kingston ON Canada K7L 4Y8

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### 6.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

---

## ANNEX "A"

### REQUIREMENT

#### 1. Definition

Unless the context clearly requires otherwise, the capitalized terms used in this annex must have the definitions assigned to them in the Contract or in this annex. These definitions apply equally to both the singular and plural forms of the terms defined.

**Certified Kosher Frozen Food** means frozen food that complies with the dietary requirement of Jewish Law that is certified. Certified means that a food is processed in accordance with the requirements of the Kashruth made by a Rabbi or Rabbinical organization and bears the Kosher Symbol. The Certified Kosher Frozen Food to be delivered under a call-up against the Standing Offer is listed in Annex "B" – Basis of Payment;

**Certified Passover Kosher Frozen Food** means frozen food that complies with the dietary requirement of Jewish Law that is certified "Kosher for Passover". Meals must be adjusted according to the additional laws of Kashruth for Passover, certified means that a food is processed in accordance with the requirements of the Kashruth. Made by a Rabbi or Rabbinical organization and bears the Passover Kosher Symbol. The Certified Passover Kosher Frozen Food and Product to be delivered under a call-up against the Standing Offer is listed in Annex "B" – Basis of Payment;

**Dinner** means a meal that contains 200-250g of starch, 100 G of cooked meat (no Bones) and 200-250g of vegetables as per the meal list provided in Annex "B"; and

**Institution** means a Correctional Services of Canada (CSC) institution listed in Annex A, 9. Institution Delivery and Invoice Destinations;

**Kosher Symbol** means a symbol identified by an appropriate Rabbi or Rabbinical organization;

**Lunch** means a meal that contains 200-250g of starch, 70g of cooked meat

**Specifications** means Canadian General Standards Board - Standards.

#### 2. Introduction

CSC (Ontario Region) has a requirement for Certified Kosher Frozen Food listed in Annex "B" – Basis of Payment for the Ontario Region Institutions.

#### 3. Scope of Work

##### 3.1 Certified Kosher Frozen Food

3.1.1 The Contractor must deliver the following Certified Kosher and Certified Kosher for Passover Frozen Food to the Institutions. Certified Kosher for Passover Frozen meals and Food must be available during the period of Passover and expiry dates or best before dates must not end with in the Passover dates but must have date expiry date or best before date of a minimum one day pass the end date of Passover, in accordance with any call-ups made against the Standing Offer:

- (a) Lunch that are low sodium and low fat, and all sauces that would normally accompany the meal;
- (b) Dinner that are low sodium and low fat, and all sauces that would normally accompany the meal; and
- (c) other miscellaneous Certified Kosher Frozen Food.

3.1.2 Each Lunch or Dinner must only contain Certified Kosher Frozen Food and or Certified Kosher for Passover Frozen Food.

3.1.3 The low fat Certified Kosher Frozen Food must contain less than 30% of the total calories from fat with less than 10% of calories from saturated fats.

3.1.4 The low sodium Certified Kosher Frozen Food must contain:

- (a) 140mg of sodium or less per serving of 100g; or
- (b) 50% less sodium than regular products.

3.1.5 The Contractor must deliver the Certified Kosher Frozen Food fully cooked, ready to be heated and served.

### **3.2 Packaging**

3.2.1 Each Lunch and Dinner must be packaged in a container that is:

- (a) not made from glass;
- (b) double-sealed with two separate layers of kosher wrapping, and wrapped with the Contractor's kosher approved stamped tape around the entire container outside of the two separate layers of kosher wrapping to ensure a tamper-proof meal. Both ends of the Contractor's kosher approved stamped tape must meet at the top of the container and be stamped. (Tape is not considered part of the double sealed requirement but as an anti-tampering mechanism); and
- (c) travel worthy and that will remained sealed upon delivery.

3.2.2 All seals must be intact for each Lunch and Dinner to be accepted.

3.2.3 Each Lunch and Dinner must be packaged in such a manner that the face shown indicates the contents, quantity, etc.

3.2.4 All Certified Kosher Frozen Food must be delivered in a package bearing the Kosher Symbol.

### **4. Timeline**

The Contractor must deliver the Certified Kosher Frozen Food requested through a call-up against the Standing Offer within 5 working days from the issuance of the call-up.

### **5. Stock out**

The Contractor must notify the Institution with forty eight hours of a call-up if the Contractor is out of stock for a specific Certified Kosher Frozen Food.

### **6. Laws and Regulations**

6.1 The Contractor must perform the Work in accordance with:

- (a) applicable municipal health units' by-laws and regulations;
- (b) applicable laws and regulations of the Ontario Ministry of Agriculture;
- (c) applicable laws and regulations of the Canadian Food Inspection Agency (CFIA); and
- (d) without limiting the generality of the foregoing, the Ontario Regulations 31/05 – Meat issued under the Food Safety and Quality Act, 2001, S.O. 2001, c. 20. in its current version:  
[http://www.e-laws.gov.on.ca/html/regs/english/elaws\\_regs\\_050031\\_e.htm](http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_050031_e.htm)

## 7. CGSB STANDARDS

Copies of the Specifications are available and may be purchased or downloaded from:

Canadian General Standards Board  
Place du Portage, Phase III, 6B1  
11 Laurier Street  
Gatineau, Quebec  
Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)  
Fax: (819) 956-5644  
E-mail: [ncr.cgsb-ongc@pwgsc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)

CGSB Website: [www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html](http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html)

## 8. CLEARANCE CONTACT INFORMATION FOR GATE PASSES

The Contractor will be required to provide the names of their drivers to the applicable contact name below in order to have gate passes issued that will allow clearance for the drivers to enter the Institution.

CSC contacts are as follows :

Institution: Collins Bay Medium Institution  
Contact Name: Phillip Blythe  
Telephone Number: (613) 536-6257  
E-mail Address: [Phillip.Blythe@CSC-SCC.GC.CA](mailto:Phillip.Blythe@CSC-SCC.GC.CA)

Institution: Collins Bay Minimum Institution  
Contact Name: Corey Beckstead  
Telephone Number: (613) 536-4230  
E-mail Address: [Corey.Beckstead@CSC-SCC.GC.CA](mailto:Corey.Beckstead@CSC-SCC.GC.CA)

Institution: Millhaven Institution  
Contact Name: Jean Mahdjoub  
Telephone Number: (613) 351-8178  
E-mail Address: [Jean.Mahdjoub@CSC-SCC.GC.CA](mailto:Jean.Mahdjoub@CSC-SCC.GC.CA)

Institution: Bath Institution  
Contact Name: Tom Gencarelli  
Telephone Number: (613) 351-8008  
E-mail Address: [Thomas.Gencarelli@CSC-SCC.GC.CA](mailto:Thomas.Gencarelli@CSC-SCC.GC.CA)

Institution: Joyceville Medium Institution  
Contact Name: Andre Desjardins  
Telephone Number: (613) 536-6604  
E-mail Address: [Andre.Desjardins@CSC-SCC.GC.CA](mailto:Andre.Desjardins@CSC-SCC.GC.CA)

Institution: Joyceville Minimum Institution  
Contact Name: Mic Compeau  
Telephone Number: (613) 536-6604  
E-mail Address: [Mic.Compeau@CSC-SCC.GC.CA](mailto:Mic.Compeau@CSC-SCC.GC.CA)

Institution: Warkworth Institution

Solicitation No. - N° de l'invitation  
21401-185333/A  
Client Ref. No. - N° de réf. du client  
21401-18-5333

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-8-50218

Buyer ID - Id de l'acheteur  
KIN535  
CCC No. /N° CCC - FMS No./N° VME

Contact Name: Dave Stephens  
Telephone Number: (705) 924-8067  
E-mail Address: [Dave.Stephens@CSC-SCC.GC.CA](mailto:Dave.Stephens@CSC-SCC.GC.CA)

Institution: Beaver Creek Medium Institution  
Contact Name: Ken Schell  
Telephone Number: (705) 687-1711  
E-mail Address: [Kevin.Schell@CSC-SCC.GC.CA](mailto:Kevin.Schell@CSC-SCC.GC.CA)

Institution: Beaver Creek Minimum Institution  
Contact Name: Ken Schell  
Telephone Number: (705) 687-1711  
E-mail Address: [Kevin.Schell@CSC-SCC.GC.CA](mailto:Kevin.Schell@CSC-SCC.GC.CA)

## 9. INSTITUTION DELIVERY AND INVOICE DESTINATIONS

DESTINATION AND INVOICE ADDRESSES		
DELIVER TO:	CONSIGNEE CODE	MAIL INVOICE TO:
Collins Bay Medium Institution c/o Frontenac Inst. Stores 1455 Bath Road Kingston, Ontario	21440	Correctional Service Canada Collins Bay Institution P.O. Box 190 Kingston ON K7L 4V9
Collins Bay Minimum Institution 1455 Bath Road Kingston, Ontario	21441	Correctional Service Canada Frontenac Institution P.O. Box 7500 Kingston ON K7L 5E6
Millhaven Institution Highway 33 Millhaven, Ontario	21421	Correctional Service Canada Millhaven Institution P.O. Box 280 Bath ON K0H 1G0
Bath Institution Highway 33 Millhaven, Ontario	21423	Correctional Service of Canada Bath Institution P.O. Box 1500 Bath ON K0H 1G0
Joyceville Medium Institution Highway 15 Joyceville, Ontario	21450	Correctional Service of Canada Joyceville Institution P.O. Box 880 Kingston ON K7L 4X9
Joyceville Minimum Institution c/o Joyceville Inst. Stores Highway 15 Joyceville, Ontario	21451	Correctional Service of Canada Pittsburgh Inst., c/o Joyceville Inst P.O. Box 880 Kingston ON K7L 4X9
Warkworth Institution County Road 29, off Highway 30 Warkworth, Ontario	21460	Correctional Service Canada Warkworth Institution P.O. Box 769 Campbellford ON K0L 1L0
Beaver Creek Medium Institution	21422	Correctional Service of Canada



Solicitation No. - N° de l'invitation  
21401-185333/A  
Client Ref. No. - N° de réf. du client  
21401-18-5333

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-8-50218

Buyer ID - Id de l'acheteur  
KIN535  
CCC No. /N° CCC - FMS No./N° VME

---

c/o Beaver Creek Institution Stores  
Beaver Creek Drive  
Gravenhurst, Ontario

P.O. Box 5000  
Gravenhurst, ON P1P 1Y2

Beaver Creek Minimum Institution  
Beaver Creek Drive  
Gravenhurst, Ontario

21443

Correctional Service of Canada  
P.O. Box 1240  
Gravenhurst, ON P1P 1Y2

## **ANNEX "B"**

### **BASIS OF PAYMENT (ATTACHED ELECTRONICALLY)**

All prices are firm unit prices in Canadian funds including Canadian customs duties, excise taxes, and are FOB Destination. Applicable Taxes are not included in pricing and will be shown as a separate item on invoices.

#### **1. Pricing Basis A – Kosher Frozen Food**

- 1.1 Prices stated in Annex B, pricing Basis A are firm for the period of the Standing Offer.
- 1.2 *See Annex B – Pricing Basis A, Frozen Kosher Meals. (to be removed at time of issue)*  
*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 three months and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered. (italics to be removed at time of issue)*

---

**ANNEX "C" 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)

