



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

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
See herein for bid submission
instructions/
Voir la présente pour les
instructions sur la présentation
d'une soumission
NA
Ontario

**Request For 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

Title - Sujet Kosher Meals	
Solicitation No. - N° de l'invitation 21401-215333/A	Date 2020-06-16
Client Reference No. - N° de référence du client 21401-21-5333	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-900-8084
File No. - N° de dossier KIN-0-54005 (900)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-07-27	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Emmons, Chris	Buyer Id - Id de l'acheteur kin900
Telephone No. - N° de téléphone (613)545-8083 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Correctional Services Canada Various Locations	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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Buyer ID - Id de l'acheteur
KIN900
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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

1.2 Summary

1.2.1 Public Works and Government Services Canada (PWGSC), requires the establishment of a Regional Individual Standing Offer for the provision of Kosher Frozen Meals on an "as and when requested" basis for the Correctional Service Canada, Ontario Regional Institutions from date of Issuance to 31 July 2021

The offeror can submit pricing on as many or as few line items as they wish. Offers will be evaluated on a line item basis.

The Request for Standing Offer may result in the issuance of up to three (3) Standing Offers.

The Standing Offer holders will be given the opportunity to rebid their pricing on a quarterly basis as outlined in Annex "B" - Basis of Payment.

1st quarter: Issuance to 31 October 2020
2nd quarter: 1 November 2020 to 31 January 2021;
3rd quarter: 1 February 2021 to 30 April 2021;
4th quarter: 1 May 2021 to 31 July 2021

1.2.2 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

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](#) (2020-05-28), 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:

PWGSC Ontario Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.oreceptiondessousmissions-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 Instruction 2006, or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than (10) ten 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

The Offeror must submit its offer electronically 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

Section II: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

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

Section I: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "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

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

Section II: Certifications

Offerors 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 Evaluation

Any offer which fails to meet the following mandatory requirements will be deemed nonresponsive and will receive no further consideration.

i. The Offeror must submit with its offer, pricing in accordance with Annex B – Basis of Payment, in Canadian Funds, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

ii. Pricing must be provided for any line item the Offeror is submitting an offer in Annex “B” Basis of Payment Pricing Basis A & B;

iii. The Offeror must provide a maximum mark-up percentage for Pricing Basis D Kosher Meal Special Order Items. If left blank an amount of 0% will be assumed and used in any resultant standing offer.

Annex “B” – Basis of Payment, Pricing Basis C– Special Orders – Similar Kosher Products will not be evaluated.;

iv. Offers will be evaluated based on prices detailed in Annex B – Basis of Payment;

v. The evaluation will be conducted on the lowest price per line item basis;

. The Financial Evaluation will take place as follows:

a. Line items will be evaluated by multiplying the Firm Unit of Issue (UoI) price by the Estimated Usages to determine the Extended Price;

b. All items will be evaluated separately on a line item basis and the offeror(s) receiving the lowest Extended Price will be issued those line items;

c. If Offerors submit the same Firm Unit of Issue (UoI) Price for an item, PWGSC will issue the line item to the Offeror with the greatest number of lowest priced line items.

vii. Rebid

a. Offerors who submit an offer in response to a solicitation posted on www.buyandsell.gc.ca but are not issued a standing offer will be considered qualified suppliers who may participate in the rebid period(s) identified in Annex B-1 – Rebid;

b. It is the Offerors and qualified suppliers responsibility to submit their revised pricing to the Contracting Authority by the due date(s) identified in **Annex B-1 – Rebid**.

4.1.1.2 As stipulated in 2006 Standard Instructions, the quantity of goods specified in the RFSO are only an approximation of requirements given in good faith.

4.1.2.1 Evaluation of Price

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

4.2 Basis of Selection

4.2.1 SACC Manual Clause M0069T (2007-05-25), Basis of Selection

4.2.2 Where Offerors are declared to be the lowest Evaluated Price on multiple items under Annex "B" - Basis of Payment, they will be recommended for issuance of one standing offer for all these items.

The standing offer will also include Annex "B" – Basis of Payment - B – Special Orders – Similar Kosher Products for all Offerors being recommended for issuance of a standing offer.

Up to three (3) Standing Offers may be issued as a result of the Request for Standing Offer

4.2.3 Based on the results described in 4.2.2 and prior to issuance of any Standing Offer, recommended Offerors will be asked to confirm that they wish to be issued a Standing Offer for the items they would be subsequently issued, or if they would prefer to withdraw their Offer. In the event that the Offeror withdraws their offer, the remaining offers will be re-evaluated in accordance with the processes described in 4.2.2.

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>).

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

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5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Board of Directors Certification

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "G" - Additional Certification Information 1. Board of Directors.

5.2.3.2 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "G" - Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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 Statement of Work 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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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

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

The quarterly reporting periods are as follows:

1st quarter: Issuance to 31 October 2020
2nd quarter: 1 November 2020 to 31 January 2021;
3rd quarter: 1 February 2021 to 30 April 2021;
4th quarter: 1 May 2021 to 31 July 2021

The data must be submitted to the Standing Offer Authority no later than fifteen (15) 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;

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KIN-0-54005

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

Period A: from Date of Issuance to 31 October 2020
Period B: November 1, 2020 to January 31, 2021
Period C: February 1, 2021 to April 30, 2021
Period D: May 1, 2021 to July 31, 2021.

6.4.4 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: Chris Emmons
Title: Supply Specialist

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

Telephone: 613-545-8083
Facsimile: 613-545-8067
E-mail address: chris.emmons@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 is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up under the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6.5.3 Offeror's Representative (Offeror to complete with offer.)

Name: _____

Title: _____

Address: _____

Telephone No: _____

E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Services Canada, Ontario Region.

6.7 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.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

6.9 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](#) (2020-05-28), General Conditions - Goods (Medium Complexity);
- e) Annex "A", Requirement;

-
- f) Annex "B", Basis of Payment;
g) Annex "D", Standing Offer Reporting Requirements Form;
h) the Offeror's offer dated _____ **(to be insert at issuance of offer).**

6.10 Certifications and Additional Information

6.10.1 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.

6.11 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 _____.

6.12 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 (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2020-05-28), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards (**This clause will be inserted if payment by credit cards is accepted by the Offeror, otherwise it will be deleted**).

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract plus three (3) months inclusive.

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 price(s), as specified in Annex "B" - Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

6.4.2 Limitation of Price

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

6.4.3 Single Payment

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

6.4.4 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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5 Invoicing Instructions

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

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
Correctional Service Canada
443 Union Street, PO Box 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

6.7 SACC Manual Clauses

SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods
SACC Manual clause [D0014C](#) (2007-11-30), Delivery of Fresh Chilled or Frozen Products
SACC Manual clause [D0018C](#) (2007-11-30), Delivery and Unloading
SACC Manual clause [D3004C](#) (2007-11-30), Type of Transport

6.8 Inspection and Acceptance

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

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 Kashrut 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 90g cooked protein (no bones) 1 cup cooked vegetables (minimum 2 types of vegetables) 1 cup cooked grain products as per the meal list provided in Annex "B";

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;

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 past 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

7. Food Quality Specifications

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

Institution: Collins Bay Minimum Institution
Contact Name: Corey Beckstead
Telephone Number: (613) 536-4230
E-mail Address: 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

Institution: Bath Institution
Contact Name: Tom Gencarelli
Telephone Number: (613) 351-8008
E-mail Address: 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

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

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

Institution: Beaver Creek Medium Institution
Contact Name: Ian Graydon
Telephone Number: (705) 687-1711
E-mail Address: Ian.Graydon@CSC-SCC.GC.CA

Institution: Beaver Creek Minimum Institution
Contact Name: Ian Graydon
Telephone Number: (705) 687-1711

Solicitation No. - N° de l'invitation
21401-215333/A
Client Ref. No. - N° de réf. du client
21401-215333

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-0-54005

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

E-mail Address: Ian.Graydon@CSC-SCC.GC.CA

9. INSTITUTION DELIVERY AND INVOICE DESTINATIONS

DELIVER TO:	DESTINATION AND INVOICE ADDRESSES 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 c/o Beaver Creek Institution Stores Beaver Creek Drive Gravenhurst, Ontario	21422	Correctional Service of Canada 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

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21401-215333

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File No. - N° du dossier
KIN-0-54005

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

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.

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

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 *Annex B – Pricing Bases A, Frozen Kosher Meals & B – Special Orders – Similar Kosher Products*

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.

ANNEX “B” – APPENDIX 1

UNIT PRICE(S) REFRESH

1. The qualified offeror is given the opportunity on a quarterly basis to rebid their unit prices for any of the line items identified in Annex “B”, Basis of Payment;
2. All refreshed unit pricing is due no later than the 5th day of the preceding month.
3. It is requested that the Offeror forward their refreshed unit pricing in and electronic pricing file which is in accordance with Annex “B” - Basis of Payment –Pricing Bases A Frozen Kosher Meals & B – Special Orders – Similar Kosher Products to the Standing Offer Authority by email;
4. Electronic pricing files should be properly named and identify the vendor name and the applicable dates pricing applies. Example: Vendor Name Kosher Meals Prices DD-MM-YY to DD-MM-YY;
5. Prices must be provided in 2 decimal place format (example: \$2.99 per kilogram);
6. Prices must include delivery charges to delivery points specified in Annex “A”, section 9 – Institution Delivery and Invoice Destinations;
7. The Offeror is solely responsible for the delivery of the price refresh. If a refreshed price list is not received by the Standing Offer Authority as per the refreshed unit pricing due date, the current prices will be used;
8. Prices will be evaluated by Public Works and Government Services Canada (PWGSC). The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC; and
9. Pricing from each Standing Offer holder will be re-evaluated based on their submitted refreshed unit prices. Each line item will be evaluated separately and the lowest Firm Unit of Issue (UOI) price for each line item will be awarded accordingly. New unit prices will be issued by the Standing Offer Authority to the Standing Offer holder(s) to reflect the resulting changes.

Solicitation No. - N° de l'invitation
21401-215333/A
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KIN-0-54005

Buyer ID - Id de l'acheteur
KIN900
CCC No./N° CCC - FMS No./N° VME

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);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)

