



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
11 Laurier St. / 11 rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2  
Gatineau  
Québec  
K1A 0S5  
Bid Fax: (819) 997-9776

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

National Individual Standing Offer (NISO)  
Offre à commandes individuelle nationale (OCIN)

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**  
Commercial Acquisitions & Fast Track Procurement  
Div/Div des Acquisitions commerciales et achats en régime  
accélééré  
L'Esplanade Laurier,  
East Tower 7th Floor  
140 O'Connor, Street,  
Ottawa  
Ontario  
K1A 0R5

<b>Title - Sujet</b> Cook-Chill Packaging Products Produits d'emballage cuisson-refroidissement	
<b>Solicitation No. - N° de l'invitation</b> 21120-203560/A	<b>Date</b> 2021-01-12
<b>Client Reference No. - N° de référence du client</b> 21120-20-3453560	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$PD-005-79552
<b>File No. - N° de dossier</b> pd005.21120-203560	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2021-02-25 Heure Normale du l'Est HNE</b>	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fortin, Frédéric	<b>Buyer Id - Id de l'acheteur</b> pd005
<b>Telephone No. - N° de téléphone</b> (343)550-1655 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	
<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 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 (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)</b>	
<b>Signature</b>	<b>Date</b>



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	Correctional Service Canada (Multiple Locations)	I - 1	Correctional Service Canada 340 Laurier Avenue West Ottawa, ON K1A 0P9 ATT Donna Townsend



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	Plant/Usine		
1	two (2) year SO Cook-Chill Bags and Clips	D-1	I-1	1	Each	\$	\$	See Herein – Voir ci-inclus	
2	One (1) option year	D-1	I-1	1	Each	\$	\$	See Herein – Voir ci-inclus	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

Correctional Services Canada (CSC) has a requirement for a Standing Offer (SO) for the supply, delivery and off-loading of Cook Chill Bags of various sizes, food grade clips, adhesive labels and thermal transfer ribbons, hereafter referred to as "Cook Chill Packaging Products", to be delivered on an "as and when requested" basis during the period of the Standing Offer.

The delivery locations are CSC institutions located across Canada as defined in Annex A – Requirement.

The Standing Offer is for an initial period of 2 years from the effective date of the Standing Offer, with an option to extend the offer by 1 additional period of 1 year.

### **1.3 Trade agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA) and the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

### **1.4 epost Connect Service**

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

### **1.5 Additions and Modifications**

Canada, at its discretion, might expand, change, add or modify the Cook Chill Packaging Products requirement with the agreement of the Offeror.

### **1.6 Security Requirements**

There are no security requirements associated with the requirement of the Standing Offer.

### **1.7 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.

### **1.8 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.

### **1.9 Phased Bid Compliance Process (PBCP)**

The Phased Bid Compliance Process applies to this requirement.

## **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: 120 days

### **2.2 Submission of Offers**

The submission of Offers is as follow:

#### **2.2.1 Technical and Financial Offers Submission**

Technical and Financial offers must be submitted electronically only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

**Note:** For Offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

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 offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

Due to the nature of the Request for Standing Offers, Canada will accept offers transmitted by electronic means only (no paper).

#### **2.2.2 Samples Submission**

Because of the COVID situation, Offerors are required to use a Courier service of their choice. Canada will not be held responsible for any late deliveries.

The required samples must be received by the date and time indicated in the RFSO. The Ship to address is specified in PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, Table 1 – Mandatory Requirements.

### 2.3 Enquiries - Request for Standing Offers

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

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

### 2.4 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.

### 2.5 Bid Challenge and Recourse Mechanisms

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

## 2.6 Volumetric Data

<b>Volumetric data Table for 2018-2019</b>			
For Cook Chill Packaging Products that meets the mandatory criteria specified in Annex A - Requirement. The volumetric data provided in this RFSO has been provided to Offerors to assist them in preparing their offer. The inclusion of this data in this solicitation does not represent a commitment by Canada that Canada's future usage will be consistent with this data. It is provided for information purposes only.			
Line no.	DESCRIPTION	REGION	ANNUAL VOLUME (estimated qty/units)
<b>3 MIL. COOK CHILL BAGS</b>			
1	12" x 24"	New Brunswick	-
		Quebec	-
		Ontario	-
		Alberta	500
		British Columbia	-
		<b>Total :</b>	<b>500</b>
2	12" x 30"	New Brunswick	-
		Quebec	-
		Ontario	-
		Alberta	20,000
		British Columbia	-
		<b>Total :</b>	<b>20,000</b>
3	20" x 24"	New Brunswick	8,000
		Quebec	40,000
		Ontario	40,000
		Alberta	8,000
		British Columbia	13,000
		<b>Total :</b>	<b>109,000</b>
<b>4.5 MIL. COOK CHILL BAGS</b>			
4	10" x 24"	New Brunswick	-
		Quebec	-
		Ontario	-
		Alberta	500
		British Columbia	-
		<b>Total :</b>	<b>500</b>
5	12" x 30"	New Brunswick	33,000
		Quebec	108,000
		Ontario	90,000
		Alberta	70,500
		British Columbia	111,000
		<b>Total :</b>	<b>412,500</b>
<b>ADHESIVE LABELS</b>			
6	White 4" x 2"	New Brunswick	48,000
		Quebec	128,000
		Ontario	96,000
		Alberta	96,000
		British Columbia	96,000
		<b>Total :</b>	<b>464,000</b>
<b>THERMAL TRANSFER RIBBON</b>			
7	4.33"	New Brunswick	-
		Quebec	-
		Ontario	528 rolls of 1,476'
		Alberta	24 rolls of 1,476'
		British Columbia	-
		<b>Total :</b>	<b>552 rolls of 1,476'</b>
<b>FOOD GRADE CLIPS</b>			
8	Type Z411	New Brunswick	25,000
		Quebec	50,000
		Ontario	200,000
		Alberta	-
		British Columbia	50,000
		<b>Total :</b>	<b>325,000</b>

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

### **3.1 Offer Preparation Instructions**

The Offeror must 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 should be gathered per section and separated as follows:

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

#### **Section Ia: Technical Offer**

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

In order to facilitate the evaluation of the offer, Canada requests that the Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

- a. The Offeror's Technical Offer must include
  - i. One (1) copy of Page 1 of this Request for Standing Offer (RFSO), signed and dated by an authorized representative of the Offeror.

#### **Section Ib: Samples**

The Offeror must provide samples to the Technical Authority, transportation charges prepaid, and without charge to Canada. The sample submitted by the Offeror will remain the property of Canada and will not be considered as part of the deliverables in any resulting call-up against the Standing Offer. If the sample does not meet the requirements of the Request for Standing Offer or if the Offeror fails to comply with the request of the Standing Offer Authority, the offer will be declared non-responsive.

The required samples are listed in PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, Table 1 – Mandatory Requirements.

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

- a. Offerors must submit their financial offer in accordance with the Pricing Tables in Annex B - Basis of Payment without any conditions, assumptions, nor restrictions. Offerors must complete, and submit with their financial offer, in accordance to the Pricing Tables 2-4 provided in Part 4. Any financial offer that purports to restrict the way in which Canada acquires goods or services under the resulting Standing Offer, with the exception of those limitations that are expressly set out in this RFSO, will be treated as being non-responsive and the Offeror's offer will be given no further consideration.
- b. Offerors must provide a ceiling unit price for each item, for the entire duration of the Standing Offer. The price of the offer must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom duties and Excise Taxes included where applicable and Applicable Taxes extra. Prices must only be included in the Financial Offer.
- c. Canada has the right to disqualify an offer if the price of any deliverables does not reflect a fair and actual market price.

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Prices submitted with the offer will form part of any resulting Standing Offer.

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

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

If Annex D 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.

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All offers including such provision will render the offer non-responsive.

### **Section III: 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.
- (c) In addition to any other periods established in the RFSO:
  - 1. Requests for Clarifications: If Canada seeks clarification or verification from the Offeror about its offer, the Offeror will have (2) two working days (or longer period if specified in writing by the Standing Offer Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the offer being declared non-responsive.
  - 2. Extension of Time: If additional time is required by the Offeror, the Standing Offer Authority may grant an extension at his or her sole discretion.
- (d) Canada will use the Phased Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in the Offers or in responses by the Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM AN OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from the Offeror and consider as part of the Offer, any information to correct errors or deficiencies in the Offer that are clerical or administrative, such as, without limitation, failure to sign the Offer or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Offeror has specified as the price or of any component thereof that is subject to evaluation. This

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shall not limit Canada's right to request or accept any information after the solicitation closing in circumstances where the solicitation expressly provides for this right. The Offeror will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Offer being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after solicitation closing in circumstances where the solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2 Phase I: Financial Offer

- (a) After the closing date and time of this solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.
- (d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. The Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.
- (e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will

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necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.
- (h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Offer**

- (a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any eligible Mandatory Criteria that the Offer has failed to meet. The Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.
- (c) The Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.
- (e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding

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section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Offer as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.
- (h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.
- (i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Offer**

- (a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the solicitation including the technical and financial evaluation criteria.
- (b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### 4.1.2 Technical Evaluation

1. Offerors must include the technical data for the proposed products with their offer. Technical data are defined as documents, such as brochures, technical literature, drawings or test reports, and must provide detailed information on each performance requirement and specification.
2. Offerors must demonstrate how the proposed products meet each of the mandatory technical criteria. Simply stating that they meet the criteria is not sufficient. Offerors must provide sufficient detail to permit a complete evaluation.
3. Any offer that does not demonstrate compliance with each of the technical criteria listed in the Table 1 - Mandatory Requirements below and Annex E – TEST PLAN FOR THE DURABILITY OF COOK CHILL PACKAGING PRODUCTS will be considered non-responsive and will be given no further consideration.

##### 4.1.2.1 Mandatory Technical Criteria

- a. The Offeror must comply and meet with all mandatory technical requirements and all terms and conditions in this solicitation.
- b. Each offer will be reviewed with the mandatory requirements of the solicitation. Any element of the solicitation that is identified with the words “must” or “mandatory” is a mandatory requirement. Offers that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified. The evaluation team may determine that an offer does not meet a mandatory requirement at any time during that evaluation process.
- c. The mandatory technical criteria which must be provided at the solicitation closing date are described in Table 1- Mandatory Requirements.
- d. Offerors are cautioned that Table 1- Mandatory Requirements does not include all the mandatory requirements of this solicitation. This solicitation contains other mandatory requirements dealing with the submission, format and content of the offers, including the mandatory submission of certifications and mandatory requirements for the submission of the cost of the offer. It is the Offeror's sole responsibility to read the entire solicitation to ensure that it complies with all mandatory requirements of this solicitation.
- e. Offerors are required to complete and submit Table 1- Mandatory Requirements with their technical offer. The format of the table should be similar to the format shown herein.
- f. Substantiation of Compliance to Mandatory Criteria: Offerors must provide substantiation of compliance for each mandatory criteria. Offerors must provide a narrative (or reference to a narrative) in the column titled “Offeror Substantiation” providing sufficient product description, service description, documentation and/or other information as necessary to substantiate, to the sole satisfaction of the Government evaluators, of how each mandatory criteria is met. If there is insufficient space in the table, Offerors may simply reference the substantiating documentation included in other sections of the offer. Where it is necessary to refer to other documentation, Offerors should include in the table the precise location of the reference material including the page and paragraph numbers as required. Offerors are cautioned that a simple restatement that the offer complies with the requirement will not be considered substantiation.
- g. The Phased Bid Compliance Process will apply only to mandatory technical criteria identified by the superscript <sup>(PB)</sup>. Mandatory technical criteria not identified by the superscript <sup>(PB)</sup> will not be subject to the Phased Bid Compliance Process.

<b>TABLE 1 - MANDATORY REQUIREMENTS</b>		
<b>Item No.</b>	<b>MANDATORY TECHNICAL CRITERIA for COOK CHILL PACKAGING PRODUCTS</b>	<b>OFFEROR SUBSTANTIATION</b> Offerors are to reference their offer in this column.
<b>M1</b> <sup>PB</sup>	The Offeror's Technical Bid must include one (1) copy of Page 1 of this Request for Standing Offer (RFSO), signed and dated by an authorized representative of the Offeror, including all amendments;	
<b>M2</b>	<p><b>The Offeror must provide samples for all items listed and described in Annex A - Requirement.</b></p> <p>The samples must be delivered to the address below by the date and time indicated in the RFSO:</p> <p>Centre régional de production alimentaire (C.R.P.A) Service correctionnel Canada 244 Montée Gagnon, Sainte-Anne-des-Plaines Québec, Canada J0N 1H0 C/O : M. Guilain Boulay (or) Robert Bisson Ref: 21120-203560/A Samples.</p> <p>The Offerors are responsible for all shipping costs and associated expenses in manufacturing and delivering the samples. Upon receipt, samples will become CSC's property and will not be returned.</p> <p>The list of required samples is as follow:</p>	
<b>M2.1</b>	The Offeror must provide 3 Cook Chill Bags having a minimum thickness of 3 mil. and dimension of 12" x 24" as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M2.2</b>	The Offeror must provide 3 Cook Chill Bags having a minimum thickness of 3 mil. and dimension of 12" x 30" as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M2.3</b>	The Offeror must provide 3 Cook Chill Bags having a minimum thickness of 3 mil. and dimension of 20" x 24" as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M2.4</b>	The Offeror must provide 3 Cook Chill Bags having a minimum thickness of 4.5 mil. and dimension of 10" x 24" as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M2.5</b>	The Offeror must provide 3 Cook Chill Bags having a minimum thickness of 4.5 mil. and dimension of 12" x 30" as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M2.6</b>	The Offeror must provide 3 Food Grade Clips as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M2.7</b>	The Offeror must provide 3 Adhesive Labels as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	

<b>M2.8</b>	The Offeror must provide 3 Thermal transfer ribbons as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M2.9</b>	The Offeror must provide 1 letter of Guarantee in English and French, certifying that the Bags are food grade, low Oxygen Transfer Rate (<100cc/m <sup>2</sup> /24 hours), and capable of withstanding temperatures used in the Cook Chill process ranging from 0 Fahrenheit to 212 Fahrenheit (-18 Celsius to 100 Celsius) as described under Annex A – Requirement, section 8. Letter of Guarantee.	
<b>M3</b>	All sizes of Cook Chill Bags must be angle seal or handle seal as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M4</b>	All sizes of Cook Chill Bags must be able to withstand temperatures of 0 Fahrenheit to 212 Fahrenheit (-18 Celsius to 100 Celsius) as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M5</b>	All sizes of Cook Chill Bags must have multi-ply, tear-resistant composition as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M6</b>	All sizes of Cook Chill Bags must be Bisphenol-Free as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M7</b>	All sizes of Cook Chill Bags must be food-grade as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M8</b>	All sizes of Cook Chill Bags must have an oxygen transfer rate (OTR) of <100cc/m <sup>2</sup> /24hours as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M9</b>	All sizes of Cook Chill Bags must come packaged in boxes containing a minimum of 100 Bags to a maximum of 500 Bags as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M10</b>	<b>Cook Chill Bags sizes and thicknesses</b>	
<b>M10.1</b>	The Cook Chill Bags must be available in size 12" x 24" with a 3 mil. Thickness as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M10.2</b>	The Cook Chill Bags size 12" x 30" must have a 3 mil. Thickness as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M10.3</b>	The Cook Chill Bags size 20" x 24" must have a 3 mil. Thickness as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M10.4</b>	The Cook Chill Bags size 10" x 24" must have a 4.5 mil. Thickness as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M10.5</b>	The Cook Chill Bags size 12" x 30" must have a 4.5 mil. Thickness, as described under Annex A – Requirement, section 4. Mandatory	

	Technical Requirements;	
<b>M11</b>	<b>Food Grade Clips</b>	
<b>M11.1</b>	The Food Grade Clips must be compatible (usable) with all Cook Chill Bags described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M11.2</b>	The Food Grade Clips must be Food Grade material as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M11.3</b>	The Food Grade Clips must be type Z411 as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M11.4</b>	The Food Grade Clips must be provided in boxes containing a minimum of 20,000 clips to a maximum of 30,000 clips as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M12</b>	<b>Adhesive labels</b>	
<b>M12.1</b>	The Adhesive labels to be used with the Cook Chill Bags must be compatible with all Cook Chill Bags described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M12.2</b>	The Adhesive labels to be used with the Cook Chill Bags must be size 4" x 2" as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M12.3</b>	The Adhesive labels to be used with the Cook Chill Bags must be produced on a white (or similar chromatic shade of white) perforated roll as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M12.4</b>	The Adhesive labels to be used with the Cook Chill Bags must have a minimum of 1,000 adhesive labels per roll. There is no set maximum adhesive labels per roll, however, the outside diameter of the roll must not exceed 8.38" (213 mm) as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M12.5</b>	The Adhesive labels to be used with the Cook Chill Bags must come in a case containing a minimum of 8 to a maximum of 10 rolls as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M12.6</b>	The Adhesive labels to be used with the Cook Chill Bags must be moisture resistant as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M12.7</b>	The Adhesive labels to be used with the Cook Chill Bags must have a Working Temperature Range of -40° F to 160° F (-40 Celsius to 71 Celsius) as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M13</b>	<b>Thermal Transfer Ribbon</b>	
<b>M13.1</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must be compatible with all Cook Chill Bags described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M13.2</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must be compatible with printer model: Intermec PD 41 as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M13.3</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must be size 4.33". The ribbon width must be (min/max) 1.18" to	

	4.33" (30 mm to 110 mm) as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M13.4</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must be black, resin enhanced wax as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M13.5</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must contain at least 1,467 ribbons per roll, however, the Ribbon Roll external diameter must not exceed 2.99" (76 mm) as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M13.6</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must come in a case containing a minimum of 24 rolls to a maximum of 26 rolls as described under Annex A – Requirement, section 4. Mandatory Technical Requirements;	
<b>M14<sup>PB</sup></b>	<b>Applicable Act, Standards and Regulations</b>	
<b>M14.1<sup>PB</sup></b>	<p>The Offeror must certify that all their proposed Cook Chill Packaging Products are compliant to and in accordance with <u>at least</u> one of the applicable Act, Standards and Regulations listed under <b>M14.1<sup>PB</sup></b> by providing the Offeror's name and signature under the applicable statement. Canada reserves 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.</p> <p style="text-align: center;"><b><u>CANADIAN FOOD INSPECTION AGENCY (CFIA):</u></b></p> <p>I, _____ (<i>Offeror's name and signature</i>) certify that all proposed Cook Chill Packaging Products to be provided against any eventual Standing Offer arising from this solicitation complies to and is in accordance with the Canadian Food Inspection Agency (CFIA) Inspection Standards.</p> <p style="text-align: center;"><b><u>FOOD AND DRUG ACTS AND REGULATIONS (FDA):</u></b></p> <p>I, _____ (<i>Offeror's name and signature</i>) certify that all proposed Cook Chill Packaging Products to be provided against any eventual Standing Offer arising from this solicitation complies to and is in accordance with the Food and Drug Acts and Regulations (FDA) Code of Federal Regulations (CFR), Title 21 or Canadian Equivalent (if applicable, the Offeror must disclose the proposed equivalency).</p>	
<b>M14.2<sup>PB</sup></b>	The Offeror must certify that all proposed Cook Chill Packaging Products are compliant to and in accordance with Canada's Agriculture Products Standards Acts by providing a signature in the statement below. Canada reserves 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.	

	I, _____ ( <i>Offeror's name and signature</i> ) certify that all proposed Cook Chill Packaging Products to be provided against any eventual Standing Offer arising from this solicitation complies to and is in accordance with the Canada's Agriculture Products Standards Acts.	
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#### 4.2 Financial Evaluation

The Financial Evaluation will be conducted by calculating the Total Offer Price for the Initial Standing Offer Period and the Optional Period.

Offers must be submitted in accordance with the Pricing Tables described below, which will be used to complete the tables in Annex B - Basis of Payment at Standing Offer issuance. The format of the tables must be similar to the format shown herein.

In Pricing Tables, for the Initial Standing Offer Period (Table 2) and for the Optional Period (Table 3), the Offeror must:

- a. submit a ceiling unit price per Province (line no. 1 to 8) under Column B;
- b. multiply each lines under Column A by the corresponding price submitted in Column B and inscribe the results under Column C. For lines 1 to 8, the equation is as follow:  
Column A x Column B = Column C; and
- c. add the values from lines no. 1 to 8 in Column C, and inscribe the result in Column C, at line no. 9. Sub Total.

In Table 4 - Total Offer Price, for the Initial Standing Offer Period and all Optional Periods, the Offeror must:

- d. copy all the Sub Totals (line no. 9) from the Pricing Tables (Tables 2 and 3) and insert them in Table 4 – Total Offer Price in the corresponding line (no. 1 and 2) under Column A ; and
- e. calculate the sum of lines no. 1 and 2 under Column A, and inscribe the result at line no.3: Total Offer Price.

The Total Offer Price provided at line no. 3 under Column A in Table 4 – Total Offer Price representing the aggregated sum of all the Sub Totals provided in Pricing Tables - for the combined Initial Standing Offer Period (Table 2) and the Optional Period and (Table 3) will be the price used for the Basis of Selection.

##### 4.2.1 Evaluation of Price - Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The ceiling unit price provided under Column B of the Pricing Tables for the Initial Standing Offer Period (Table 2) and all Optional Periods (Table 3) will form part of the resulting Standing Offer under Annex B – Basis of Payment.

**PRICING TABLES**

<b>TABLE 2</b>					
<b>INITIAL STANDING OFFER PERIOD</b>					
<b>2 YEARS (from Standing Offer Issuance)</b>					
For Cook Chill Packaging Products that meets the mandatory criteria specified in Annex A - Requirement. The values and numbers provided in this table are for financial evaluation purposes only and does not represent a commitment by Canada that usage of the Standing Offer will be consistent with this data.					
Line #	Description	Province	Column A Estimated Annual Quantity/Units	Column B Ceiling unit price per Province (Basis of Payment)	Column C Extended Price (A x B = C)
<b>3 mil. Cook Chill Bags</b>					
1	12" x 24"	New Brunswick	100	\$	\$
		Quebec	100	\$	\$
		Ontario	100	\$	\$
		Alberta	500	\$	\$
		British Columbia	100	\$	\$
2	12" x 30"	New Brunswick	500	\$	\$
		Quebec	500	\$	\$
		Ontario	500	\$	\$
		Alberta	18,000	\$	\$
		British Columbia	500	\$	\$
3	20" x 24"	New Brunswick	8,000	\$	\$
		Quebec	40,000	\$	\$
		Ontario	40,000	\$	\$
		Alberta	8,000	\$	\$
		British Columbia	13,000	\$	\$
<b>4.5 mil. Cook Chill Bags</b>					
4	10" x 24"	New Brunswick	100	\$	\$
		Quebec	100	\$	\$
		Ontario	100	\$	\$
		Alberta	500	\$	\$
		British Columbia	100	\$	\$
5	12" x 30"	New Brunswick	33,000	\$	\$
		Quebec	108,000	\$	\$
		Ontario	90,000	\$	\$
		Alberta	70,500	\$	\$
		British Columbia	111,000	\$	\$
<b>Adhesive Labels</b>					
6	White 4" x 2"	New Brunswick	48,000	\$	\$
		Quebec	128,000	\$	\$
		Ontario	96,000	\$	\$
		Alberta	96,000	\$	\$
		British Columbia	96,000	\$	\$
<b>Thermal Transfer Ribbon - *Must be compatible with printer model: Intermec PD 41.</b>					
7	4.33"	New Brunswick	35,424	\$	\$
		Quebec	35,424	\$	\$
		Ontario	779,328	\$	\$
		Alberta	35,424	\$	\$
		British Columbia	35,424	\$	\$
<b>Food Grade Clips</b>					
8	Type Z411	New Brunswick	25,000	\$	\$
		Quebec	50,000	\$	\$
		Ontario	200,000	\$	\$
		Alberta	20,000	\$	\$
		British Columbia	50,000	\$	\$
9	<b>SUB TOTAL (Initial Period):</b> (Sum of Line no. 1 to 8 under Column C - for financial evaluation purpose only)				

<b>TABLE 3</b>					
<b>OPTIONAL PERIOD (1 YEAR)</b>					
For Cook Chill Packaging Products that meets the mandatory criteria specified in Annex A - Requirement. The values and numbers provided in this table are for evaluation purposes only and does not represent a commitment by Canada that future usage will be consistent with this data.					
Line #	DESCRIPTION	REGION	Column A Estimated Annual Quantity/Units	Column B Ceiling unit price per Province (Basis of Payment)	Column C Extended Price (A x B = C)
<b>3 mil. Cook Chill Bags</b>					
1	12" x 24"	New Brunswick	100	\$	\$
		Quebec	100	\$	\$
		Ontario	100	\$	\$
		Alberta	500	\$	\$
		British Columbia	100	\$	\$
2	12" x 30"	New Brunswick	500	\$	\$
		Quebec	500	\$	\$
		Ontario	500	\$	\$
		Alberta	18,000	\$	\$
		British Columbia	500	\$	\$
3	20" x 24"	New Brunswick	8,000	\$	\$
		Quebec	40,000	\$	\$
		Ontario	40,000	\$	\$
		Alberta	8,000	\$	\$
		British Columbia	13,000	\$	\$
<b>4.5 mil. Cook Chill Bags</b>					
4	10" x 24"	New Brunswick	100	\$	\$
		Quebec	100	\$	\$
		Ontario	100	\$	\$
		Alberta	500	\$	\$
		British Columbia	100	\$	\$
5	12" x 30"	New Brunswick	33,000	\$	\$
		Quebec	108,000	\$	\$
		Ontario	90,000	\$	\$
		Alberta	70,500	\$	\$
		British Columbia	111,000	\$	\$
<b>Adhesive Labels</b>					
6	White 4" x 2"	New Brunswick	48,000	\$	\$
		Quebec	128,000	\$	\$
		Ontario	96,000	\$	\$
		Alberta	96,000	\$	\$
		British Columbia	96,000	\$	\$
<b>Thermal Transfer Ribbon - *Must be compatible with printer model: Intermec PD 41.</b>					
7	4.33"	New Brunswick	35,424	\$	\$
		Quebec	35,424	\$	\$
		Ontario	779,328	\$	\$
		Alberta	35,424	\$	\$
		British Columbia	35,424	\$	\$
<b>Food Grade Clips</b>					
8	Type Z411	New Brunswick	25,000	\$	\$
		Quebec	50,000	\$	\$
		Ontario	200,000	\$	\$
		Alberta	20,000	\$	\$
		British Columbia	50,000	\$	\$
9	<b>SUB TOTAL (Optional Period):</b>				
(Sum of Line no. 1 to 8 under Column C - for financial evaluation purpose only)					

**TOTAL OFFER PRICE**

<b>TABLE 4 – TOTAL OFFER PRICE (For financial evaluation purposes only)</b>		
<b>Line no.</b>	<b>STANDING OFFER PERIODS</b>	<b>Column A (Aggregated Sub Totals from Pricing Tables 2 and 3)</b>
<b>1</b>	INITIAL STANDING OFFER PERIOD (2 years - from Standing Offer Issuance)	\$
<b>2</b>	OPTIONAL PERIOD (1 year)	\$
<b>3</b>	<b>TOTAL OFFER PRICE:</b> (Sum of Lines no. 1 and 2 under Column A)	\$

**4.3 Basis of Selection**

1. An offer must comply with the requirements of the RFSO and meet all mandatory technical evaluation criteria to be declared responsive.
2. The responsive offer with the lowest evaluated Total Offer Price will be recommended for issuance of a Standing Offer.

## **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.

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

- i. There are no security requirements associated with the requirement of the Standing Offer.
- ii. Contractor/Offeror will be escorted at all times during the performance of this contract. Access to PROTECTED information or assets is not permitted.

#### **6.1.1 Institutional Access Requirements**

- i. NIL security screening required as there is no access to sensitive information or assets. Contractor personnel will be escorted at all times 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.
- ii. Contractor personnel must adhere to institutional requirements for the conduct of searches by Correctional Service Canada, prior to admittance to the institution/site. Correctional Service Canada reserves the right to deny access to any institution/site or part thereof of any Contractor personnel, at any time.

### **6.2 Financial Capability**

*SACC Manual* clause [M9033T](#) (2011-05-16) Financial Capability

1. **Financial Capability Requirement:** The Offeror must have the financial capability to fulfill this requirement. To determine the Offeror's financial capability, the Standing Offer Authority may, by written notice to the Offeror, require the submission of some or all of the financial information detailed below during the evaluation of offers. The Offeror must provide the following information to the Standing Offer Authority within fifteen (15) working days of the request or as specified by the Standing Offer Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Offeror's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Offeror's last three fiscal years, or for the years that the Offeror has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Standing Offer Authority, the Offeror must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Standing Offer Authority requests this information.
  - c. If the Offeror has not been in business for at least one full fiscal year, the following must be provided:
    - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Standing Offer Authority requests this information.
  - d. A certification from the Chief Financial Officer or an authorized signing officer of the Offeror that the financial information provided is complete and accurate.

- e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Offeror outlining the total of lines of credit granted to the Offeror and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Standing Offer Authority requests this information.
2. If the Offeror is a joint venture, the financial information required by the Standing Offer Authority must be provided by each member of the joint venture.
3. If the Offeror is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Standing Offer Authority must be provided by the ultimate parent company. Provision of parent company financial information does not satisfy the requirement for the provision of the financial information of the Offeror, and the financial capability of a parent cannot be substituted for the financial capability of the Offeror itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. **Financial Information Already Provided to PWGSC:** The Offeror is not required to resubmit any financial information requested by the Standing Offer Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
  - a. the Offeror identifies to the Standing Offer Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b. the Offeror authorizes the use of the information for this requirement.

It is the Offeror's responsibility to confirm with the Standing Offer Authority that this information is still on file with PWGSC.

5. **Other Information:** Canada reserves the right to request from the Offeror any other information that Canada requires to conduct a complete financial capability assessment of the Offeror.
6. **Confidentiality:** If the Offeror provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).
7. **Security:** In determining the Offeror's financial capability to fulfill this requirement, Canada may consider any security the Offeror is capable of providing, at the Offeror's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

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

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

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

##### **7.3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex C - Usage Reports Form for Standing Offer.

If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

## **7.4 Term of Standing Offer**

### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is 2 Years from SO issuance.

### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 1 year period, upon completion of the 2 years initial period of under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

### **7.4.4 Delivery Points**

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

## **7.5 Authorities**

### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Frédéric Fortin  
Title: Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Consumer Goods and Information Products Division- PD Division  
Address: 140 O'Connor Street, Ottawa, ON K1A 0R5

Telephone: 343-550-1655  
E-mail address: Frederic.fortin@tpsgc-pwgsc.gc.ca

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

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is:

Name: *(to be included at Standing Offer issuance)*

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 7.5.3 Offeror's Representative

Name: *(to be included at Standing Offer issuance)*

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

### 7.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

### 7.7 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:

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.

### **7.8 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$160,000 (Applicable Taxes included).

### **7.9 Minimum order value**

Individual call-ups must have a minimum order value of \$250.00 (Applicable Taxes included).

### **7.10 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$461,520.00** (*Applicable Taxes included*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 3 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### **7.11 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) Annex A - Requirement;
- e) Annex B - Basis of Payment;
- f) the Offeror's offer dated \_\_\_\_\_ (*will be inserted at Standing Offer issuance*)

### **7.12 Certifications and Additional Information**

#### **7.12.1 Compliance**

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

### **7.13 Applicable Laws**

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

Solicitation No. - N° de l'invitation  
21120-203560/A  
Client Ref. No. - N° de réf. du client  
21120-20-3453560

Amd. No. - N° de la modif.  
File No. - N° du dossier  
21120-203560

Buyer ID - Id de l'acheteur  
Pd-005  
CCC No./N° CCC - FMS No./N° VME

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#### **7.14 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.

#### **7.15 SACC Manual Clauses**

B7500C (2006-06-16) - Excess Goods  
D2001C (2007-11-30) – Labelling  
D2025C (2017-08-17) - Wood packaging materials  
G1005C (2016-01-28) - Insurance - No Specific Requirement

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Requirement**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

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

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period for making call-ups against the Standing Offer is 2 years from issuance.

#### **7.3.2 Delivery Date**

Delivery must be made within 30 calendar days from receipt of a call-up against the Standing Offer.

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a ceiling unit price as specified in Annex B - Basis of Payment. The Contractor will be paid in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Customs Duties and Excise Taxes included where applicable, and Applicable Taxes extra.

#### **7.4.2 Limitation of Price**

*SACC Manual* clause [C6000C](#) (2017-08-17) Limitation of Price

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.

#### **7.4.3 Single Payment**

*SACC Manual* clause [H1000C](#) (2008-05-12), Single Payment

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

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

- c. the Work delivered has been accepted by Canada.

#### 7.4.4 Shipping Instructions- Delivery at Destination

The Contractor must ship the goods prepaid DDP- Delivery Duty Paid to the destination listed in the call-up. This includes offloading the goods at CSC's facilities. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all charges, including but not limited to, delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

#### 7.4.5 Delivery Locations

The delivery locations are Correctional Services Canada Institutions located across Canada. The list below provides the current cities where the Institutions requiring the product are located. This list is not exhaustive, can change and does not guarantee a delivery at every location:

<b>ATLANTIC REGION</b>
<b>New Brunswick</b>
Atlantic Regional Food Service Production Centre 4902 A Main Street, Dorchester, NB E4K 2Y9
<b>QUEBEC REGION</b>
<b>Quebec</b>
Quebec Regional Food Service Production Centre 244 Montée Gagnon, Sainte-Anne-des-Plaines, QC J0N 1H0
CSC National Depot 250 Montée St-François Laval, QC, H7C 1S5
<b>ONTARIO REGION</b>
<b>Ontario</b>
Ontario Regional Food Service Production Centre 5775 Bath Road, PO Box 1500, Bath, ON K0H 1G0
<b>PRAIRIE REGION</b>
<b>Alberta</b>
Prairie Regional Food Service Production Centre Highway #2, PO Box 6000, Innisfail, AB T4G 1V1
<b>PACIFIC REGION</b>
<b>British Columbia</b>
Pacific Regional Food Service Production Centre 33344 King Road, PO Box 2500, Abbotsford, BC V2S 4P3

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

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

- a. Direct Deposit (Domestic and International)

#### 7.4.7 Replacement of Defective or Missing Product

If, at the time of delivery and acceptance, the product is found not to meet any of the mandatory criteria, the product will be returned to the Offeror at their expense. The Contractor must ship replacement goods within 2 weeks of being notified by CSC of any deficiencies.

The Contractor must also send at his own expenses any missing products within 2 weeks of being notified by CSC.

#### 7.5 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. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Identified User, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded or emailed to the consignee, or as indicated on the call-up against the Standing Offer, for certification and payment.
  - b. One (1) copy must be emailed to the address below:

Name: *(to be included at Standing Offer issuance)*

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

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 7.6 Insurance

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

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.

#### 7.7 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

Solicitation No. - N° de l'invitation  
21120-203560/A  
Client Ref. No. - N° de réf. du client  
21120-20-3453560

Amd. No. - N° de la modif.  
File No. - N° du dossier  
21120-203560

Buyer ID - Id de l'acheteur  
Pd-005  
CCC No./N° CCC - FMS No./N° VME

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- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

#### **7.8 SACC Manual clauses**

B7500C (2006-06-16) - Excess Goods  
D2001C (2007-11-30) – Labelling  
D2025C (2017-08-17) - Wood packaging materials

## ANNEX A

### REQUIREMENT

#### COOK CHILL PACKAGING PRODUCTS

##### 1. Requirement

Correctional Services Canada (CSC) has a requirement for a National Individual Standing Offer (NISO) for the supply, delivery and off-loading of Cook Chill Bags of various sizes food grade clips, adhesive labels and thermal transfer ribbons, hereafter referred to as "Cook Chill Packaging Products", to be delivered on an "as and when requested" basis during the period of the Standing Offer.

##### 2. Background

The Cook Chill Packaging Products listed under this requirement is intended for the following usage under normal conditions typical to the Canadian food preparation Industry:

- a) The Cook Chill Bags are required for pumping foodstuffs and for use in cooking kettle;
- b) The Food Grade Clips are required for sealing the Cook Chill Bags; and
- c) The adhesive labels and thermal transfer ribbons are used to identify Cook Chill Bags content.

Note: Some of the Cook Chill Packaging Products listed under this Requirement are subjected to compatibility requirements in regards to equipment currently in use by CSC. Whenever applicable, the equipment type and model used by CSC is identified in the Mandatory Technical Requirements table within the mandatory criteria subjected to compatibility.

##### 3. Offeror's Representative- Primary Point of Contact

The Offeror's Representative identified in the Standing Offer will act as the primary point of contact for any interactions with the CSC Technical Authority during the period of the Standing Offer. The Offeror must advise the CSC Technical Authority and the Standing Offer Authority as soon as possible if a new point of contact is assigned to the CSC account.

##### 4. Mandatory Technical Requirements

The Cook Chill Packaging Products must meet and comply with the following mandatory requirements:

Item No.	MANDATORY TECHNICAL CRITERIA FOR COOK CHILL PACKAGING PRODUCTS
1	All sizes of Cook Chill Bags must be angle seal or handle seal;
2	All sizes of Cook Chill Bags must be able to withstand temperatures of 0 Fahrenheit to 212 Fahrenheit (-18 Celsius to 100 Celsius);
3	All sizes of Cook Chill Bags must have multi-ply, tear-resistant composition;
4	All sizes of Cook Chill Bags must be Bisphenol-Free;
5	All sizes of Cook Chill Bags must be food-grade;
6	All sizes of Cook Chill Bags must have an oxygen transfer rate (OTR) of <100cc/m <sup>2</sup> /24hours;
7	All sizes of Cook Chill Bags must come packaged in boxes containing a minimum of 100 Bags to a maximum of 500 Bags.

<b>8</b>	<b>Cook Chill Bags sizes and thicknesses</b>
<b>8.1</b>	The Cook Chill Bags must be available in size 12" x 24" with a 3 mil. thickness.
<b>8.2</b>	The Cook Chill Bags size 12" x 30" must have a 3 mil. thickness.
<b>8.3</b>	The Cook Chill Bags size 20" x 24" must have a 3 mil. thickness.
<b>8.4</b>	The Cook Chill Bags size 10" x 24" must have a 4.5 mil. thickness.
<b>8.5</b>	The Cook Chill Bags size 12" x 30" must have a 4.5 mil. thickness.
<b>9</b>	<b>Food Grade Clips</b>
<b>9.1</b>	The Food Grade Clips must be compatible (usable) with all Cook Chill Bags listed under this Annex;
<b>9.2</b>	The Food Grade Clips must be Food Grade material;
<b>9.3</b>	The Food Grade Clips must be size Z411;
<b>9.4</b>	The Food Grade Clips must be provided in boxes containing a minimum of 20,000 clips to a maximum of 30,000 clips;
<b>10</b>	<b>Adhesive labels</b>
<b>10.1</b>	The Adhesive labels to be used with the Cook Chill Bags must be compatible with all Cook Chill Bags listed under this Requirement;
<b>10.2</b>	The Adhesive labels to be used with the Cook Chill Bags must be size 4" x 2";
<b>10.3</b>	The Adhesive labels to be used with the Cook Chill Bags must be produced on a white (or similar chromatic shade of white) perforated roll;
<b>10.4</b>	The Adhesive labels to be used with the Cook Chill Bags must have a minimum of 1,000 adhesive labels per roll. There is no set maximum adhesive labels per roll, however, the outside diameter of the roll must not exceed 8.38" (213 mm);
<b>10.5</b>	The Adhesive labels to be used with the Cook Chill Bags must come in a case containing a minimum of 8 to a maximum of 10 rolls;
<b>10.6</b>	The Adhesive labels to be used with the Cook Chill Bags must be moisture resistant;
<b>10.7</b>	The Adhesive labels to be used with the Cook Chill Bags must have a Working Temperature Range of -40° F to 160° F (-40 Celsius to 71 Celsius);
<b>11</b>	<b>Thermal Transfer Ribbon</b>
<b>11.1</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must be compatible with all Cook Chill Bags listed under this Requirement;
<b>11.2</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must be compatible with printer model: Intermec PD 41;
<b>11.3</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must be size 4.33". The ribbon width must be (min/max) 1.18" to 4.33" (30 mm to 110 mm);
<b>11.4</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must be black, resin enhanced wax;
<b>11.5</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must contain at least 1,467 ribbons per roll, however, the Ribbon Roll external diameter must not exceed 2.99" (76 mm);
<b>11.6</b>	The Thermal Transfer Ribbon to be used with the Cook Chill Bags must come in a case containing a minimum of 24 rolls to a maximum of 26 rolls.
<b>12</b>	<b>Applicable Acts, Standards and Regulations</b>
<b>12.1</b>	All Cook Chill Packaging Products listed and described under this Annex must comply to and be in accordance with the Canadian Food Inspection Agency (CFIA) Inspection Standards, and/or;

	<p>All Cook Chill Packaging Products listed and described under this Annex must comply to and be in accordance with the Food and Drug Acts and Regulations (FDA) Code of Federal Regulations (CFR), Title 21 or, Canadian Equivalent (if applicable, the Offeror must disclose the proposed equivalency).</p> <p>Canada reserves the right to ask the Offeror for additional information to verify compliance of the Cook Chill Packaging Products with respect to the aforementioned <b>Applicable Acts, Standards and Regulations</b>. 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.</p>
12.2	<p>All Cook Chill Packaging Products listed and described under this Annex must comply to and be in accordance with the Canada Agriculture Products Standards Acts.</p> <p>Canada reserves the right to ask the Offeror for additional information to verify compliance of the Cook Chill Packaging Products with respect to Canada Agriculture Products Standards Acts. 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.</p>

**4.1 Additions and Modifications**

Canada, at its discretion, might expand, change, add or modify the Cook Chill Packaging Products requirement with the agreement of the Offeror.

**5. Offeror Service**

The Offeror must:

- a. be able to receive orders by telephone (including a toll-free number), facsimile, and e-mail;
- b. be open for business Monday to Friday, from 8:00 AM to 5:00 PM, local time for each region (except for Statutory Holidays); and
- c. provide a bilingual customer service representative in bilingual designated regions as prescribed under the Official Language Act.

**6. Delivery**

**6.1 Delivery Locations**

The delivery locations are Correctional Service of Canada Institutions Sites located across Canada. The list below provides the current cities where the sites requiring the product are located. This list is not exhaustive, can change and does not guarantee a delivery at every location.

The Correctional Service of Canada Institutions Sites for delivery are:

<b>ATLANTIC REGION</b>	
<b>New Brunswick</b>	
Atlantic Regional Food Service Production Centre 4902 A Main Street, Dorchester, NB E4K 2Y9	
<b>QUEBEC REGION</b>	
<b>Quebec</b>	

Quebec Regional Food Service Production Centre 244 Montée Gagnon, Sainte-Anne-des-Plaines, QC J0N 1H0
CSC National Depot 250 Montée St-François Laval, QC, H7C 1S5
<b>ONTARIO REGION</b>
<b>Ontario</b>
Ontario Regional Food Service Production Centre 5775 Bath Road, PO Box 1500, Bath, ON K0H 1G0
<b>PRAIRIE REGION</b>
<b>Alberta</b>
Prairie Regional Food Service Production Centre Highway #2, PO Box 6000, Innisfail, AB T4G 1V1
<b>PACIFIC REGION</b>
<b>British Columbia</b>
Pacific Regional Food Service Production Centre 33344 King Road, PO Box 2500, Abbotsford, BC V2S 4P3

## 6.2 Delivery schedule

Delivery is required within 30 calendar days from receipt of a call-up against the Standing Offer.

## 6.3 Delivery at Destination - Shipping Instructions

It is the responsibility of the Offeror to supply, deliver and off-load the Cook Chill Packaging Products as per the instructions provided in the call-up.

## 7. Packaging and Labeling:

The Offeror must provide and deliver the items in the following manner:

### 7.1 Packaging

- a. All items listed under this Requirement must be shipped to CSC Institutions in CFIA or FDA approved packaging; and
- b. All shipping material must be recyclable, biodegradable or made from renewable resources.

## 7.2 Labeling

All boxes must be clearly identified with a label indicating their content in English and French:

- i. Content description
- ii. Size
- ii. Quantity

Label example:

Description:	
Size: Dimension:	
Quantity: Quantité :	

## 8. Letter of Guarantee

A Letter of Guarantee must be provided with every order containing Cook Chill Bags:

The Offeror must provide a Letter of Guarantee in English and French, certifying that the provided Cook-Chill Bags are Food Grade, low Oxygen Transfer Rate (<100cc/m<sup>2</sup>/24 hours), and capable of withstanding temperatures used in the Cook Chill process (0 Fahrenheit to 212 Fahrenheit).

**ANNEX B**

**BASIS OF PAYMENT**

<b>INITIAL STANDING OFFER PERIOD 2 YEARS (from Standing Offer Issuance)</b>			
For Cook Chill Packaging Products that meets the mandatory criteria specified in Annex A - Requirement.			
<b>Line no.</b>	<b>Description</b>	<b>Region</b>	<b>Ceiling unit price</b>
<b>3 MIL. COOK CHILL BAGS</b>			
<b>1</b>	<b>12" x 24"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>2</b>	<b>12" x 30"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
<b>3</b>	<b>20" x 24"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>4.5 MIL. COOK CHILL BAGS</b>			
<b>4</b>	<b>10" x 24"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>5</b>	<b>12" x 30"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>ADHESIVE LABELS</b>			
<b>6</b>	<b>White 4" x 2"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>THERMAL TRANSFER RIBBON</b>			
<b>7</b>	<b>4.33"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>FOOD GRADE CLIPS</b>			
<b>8</b>	<b>Type Z411</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	

<b>OPTIONAL PERIOD (1 YEAR)</b>			
For Cook Chill Packaging Products that meets the mandatory criteria specified in Annex A - Requirement.			
<b>Line no.</b>	<b>Description</b>	<b>Region</b>	<b>Ceiling unit price</b>
<b>3 MIL. COOK CHILL BAGS</b>			
<b>1</b>	<b>12" x 24"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>2</b>	<b>12" x 30"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>3</b>	<b>20" x 24"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>4.5 MIL. COOK CHILL BAGS</b>			
<b>4</b>	<b>10" x 24"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>5</b>	<b>12" x 30"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>ADHESIVE LABELS</b>			
<b>6</b>	<b>White 4" x 2"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>THERMAL TRANSFER RIBBON</b>			
<b>7</b>	<b>4.33"</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	
<b>FOOD GRADE CLIPS</b>			
<b>8</b>	<b>Type Z411</b>	New Brunswick	
		Quebec	
		Ontario	
		Alberta	
		British Columbia	

Solicitation No. - N° de l'invitation  
21120-203560/A  
Client Ref. No. - N° de réf. du client  
21120-20-3453560

Amd. No. - N° de la modif.  
File No. - N° du dossier  
21120-203560

Buyer ID - Id de l'acheteur  
Pd-005  
CCC No./N° CCC - FMS No./N° VME

**ANNEX C**

**USAGE REPORTS FORM FOR STANDING OFFER**

<b>Standing Offer No:</b>						
<b>Offerors information</b>		Legal name: Address: Contact full name: Telephone: E-mail address:				
<b>Reporting Period (Select one)</b>		<input type="checkbox"/> •First quarter: April 1 to June 30 <input type="checkbox"/> •Second quarter: July 1 to September 30 <input type="checkbox"/> •Third quarter: October 1 to December 31 <input type="checkbox"/> •Fourth quarter: January 1 to March 31				
no.	Orders (By location)	Call-up No.	Month 1 (indicate the month)	Month 2 (indicate the month)	Month 3 (indicate the month)	Sub-Totals
<b>ATLANTIC REGION</b>						
1	New Brunswick					
<b>QUEBEC REGION</b>						
2	Quebec (CRPA)					
	Quebec (Depot SCC)					
<b>ONTARIO REGION</b>						
3	Ontario					
<b>PRAIRIE REGION</b>						
4	Alberta					
<b>PACIFIC REGION</b>						
5	British Columbia					
<b>GRAND TOTAL:</b>						
(Sales for this Period)						

Solicitation No. - N° de l'invitation  
21120-203560/A  
Client Ref. No. - N° de réf. du client  
21120-20-3453560

Amd. No. - N° de la modif.  
File No. - N° du dossier  
21120-203560

Buyer ID - Id de l'acheteur  
Pd-005  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX D to PART 3 OF THE REQUEST FOR STANDING OFFERS**

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

Direct Deposit (Domestic and International)

## ANNEX E

### TEST PLAN FOR THE DURABILITY OF COOK CHILL PACKAGING PRODUCTS

#### Reference:

REQUEST FOR STANDING OFFER NO. 21120-203560/A, PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION, Table 1 – Mandatory Technical Requirements.

#### Objective:

To determine the viability and compliance of the proposed Cook Chill packaging products, including but not limited to, the sealing of the bag seams and clip performance.

#### Procedure:

The tests for the Cook Chill bags and clip will be conducted in a typical environment and under normal conditions for the food industry. For the purposes of fairness and transparency, the tests will be completed with the volumes or weights indicated in the table below.

If any of the objective of the Test Plan Requirement is not met, no further testing will be performed and the bid will be considered non-compliant.

<b>3-mm Cook Chill bags</b>		<b>Volume/Weight used for testing</b>	
<b>Item no.</b>	<b>Description</b>	<b>Liquid (litres/L)</b>	<b>Solid (kilograms/Kg)</b>
<b>1</b>	12" x 24"	5 L	4kg
<b>2</b>	12" x 30"	7 L	6kg
<b>3</b>	20" x 24"	7 L	6kg
<b>4.5-mm Cook Chill bags</b>		<b>Volume/Weight used for testing</b>	
<b>4</b>	10" x 24"	7 L	6kg
<b>5</b>	12" x 30"	7 L	6kg

<b>RESERVED TO CSC EVALUATORS</b>			
<b>Test no.</b>	<b>Test Plan Requirement</b>	<b>Compliant</b>	<b>Non-compliant (Details required)</b>
	<i>The objective of the test plan is to determine the viability and compliance of the proposed Cook Chill packaging products, including but not limited to, the sealing of the bag seams and clip performance. If any of the objective of the Test Plan Requirement is not met, no further testing will be performed and the bid will be considered non-compliant.</i>		
<b>1</b>	a) The bags will be filled with tap water and placed in the Cook Chill bath until the bath temperature reaches 85 degrees Celsius; and b) we wait until the cooling process reaches a temperature of 5 degrees Celsius.		
<b>2</b>	The bags will be filled with boiling water (between 85 and 100 degrees Celsius), closed with the clip and physically handled in various ways.		
<b>3</b>	The filled bags that are closed with the clip will be dropped to the ground (free fall) from a height of 54 inches.		
<b>4</b>	a) The bags will be filled with tap water and frozen at a temperature of -18 degrees Celsius; and b) thawed at a temperature of 4 degrees Celsius.		
<b>5</b>	The bags will be filled with meat and vacuum sealed.		
<b>RESULT:</b>			
<b>For use by PWGSC/CSC evaluators</b>			
Name of company evaluated: _____			
Evaluation date (Y-M-D): _____			
<b><u>Evaluation committee:</u></b>			
1. Last name/First name: _____		Signature: _____	
2. Last name/First name: _____		Signature: _____	
3. Last name/First name: _____		Signature: _____	
<b><u>Regional Food Production Centre (RFPC) evaluator:</u></b>			
Last name/First name: _____		Signature: _____	