

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

Request For a Standing Offer Demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Please address all enquiries to the Standing Offer Authority
at Kathleen.Nimuan@pwgsc-tpsgc.gc.ca.

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

Issuing Office - Bureau de distribution

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

Title - Sujet Aliments casher	
Solicitation No. - N° de l'invitation 21401-228289/B	Date 2022-04-06
Client Reference No. - N° de référence du client 21401-22-8289	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-959-8642
File No. - N° de dossier KIN-1-56183 (959)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-04-22 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Nimuan, Kat	Buyer Id - Id de l'acheteur kin959
Telephone No. - N° de téléphone (647)228-4882 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Correctional Services of Canada, in the Ontario Region 445 Union Street / 445 rue Union Kingston, Ontario K7L 4Y8	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 PHASED BID COMPLIANCE PROCESS	4
1.4 DEBRIEFINGS	4
1.5 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.4 APPLICABLE LAWS	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	6
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	6
3.1 OFFER PREPARATION INSTRUCTIONS.....	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES	7
4.2 FINANCIAL EVALUATION.....	11
4.3 BASIS OF SELECTION.....	14
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	14
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	14
PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	15
A. STANDING OFFER	15
6.1 OFFER	15
6.2 SECURITY REQUIREMENTS.....	15
6.3 STANDARD CLAUSES AND CONDITIONS.....	16
6.4 TERM OF STANDING OFFER.....	16
6.5 AUTHORITIES	17
6.6 IDENTIFIED USERS	18
6.7 CALL-UP INSTRUMENT	18
6.8 LIMITATION OF CALL-UPS.....	18
6.9 PRIORITY OF DOCUMENTS.....	18
6.10 CERTIFICATIONS AND ADDITIONAL INFORMATION	19
6.11 APPLICABLE LAWS	19
6.12 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	19
B. RESULTING CONTRACT CLAUSES	19
6.1 REQUIREMENT	19
6.2 STANDARD CLAUSES AND CONDITIONS.....	19
6.3 TERM OF CONTRACT	21
6.4 PAYMENT	21
6.5 INVOICING INSTRUCTIONS	22
6.6 INSURANCE	22
6.7 SACC MANUAL CLAUSES	22
6.8 INSPECTION AND ACCEPTANCE	22

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

6.9	DISPUTE RESOLUTION	22
ANNEX "A"	.....	24
REQUIREMENT		24
ANNEX "B"	.....	29
BASIS OF PAYMENT		29
ANNEX "C"	.....	31
CLOSING DATE SCHEDULE		31
ANNEX "D"	.....	32
PERIODIC USAGE REPORT FORM		32
ANNEX "E"	.....	33
SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY		33
ANNEX "F"	.....	34
ADDITIONAL CERTIFICATIONS.....		34
ANNEX "G"	.....	35
ADDITIONAL CERTIFICATIONS.....		35
ANNEX "H"	.....	36
ENVIRONMENTAL COMMITMENTS		36
ANNEX "I"	.....	40
SOCIAL PROCUREMENT SUPPLIER SELF-IDENTIFICATION FORM		40
ANNEX "J" TO PART 3 OF THE REQUEST FOR STANDING OFFERS.....		43
ELECTRONIC PAYMENT INSTRUMENTS		43

This bid solicitation cancels and supersedes previous bid solicitation number 21401-228289/A dated 02 March 2022 with a closing of 17 March 2022 at 2:00 pm EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

6A: Includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

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

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

1.2 Summary

- 1.2.1** Public Works and Government Services Canada (PWGSC), requires the establishment of a Regional Individual Standing Offer for the provision of Kosher Frozen Meals and Kosher Meal Miscellaneous Items on an "as and when requested" basis for Correctional Service Canada, Ontario Regional Institutions from date of Issuance to 31 March 2023.

The offeror must submit pricing for thirty-two (32) of the line items in Pricing Basis A - Kosher Meals Frozen Dinners and may bid on as many or as few line items as they wish beyond that in Annex "B" - Basis of Payment, Pricing Basis A and Pricing Basis B: Offers will be evaluated on a line item basis.

The offeror must indicate if each offered item is approved for Passover in Annex "B" - Basis of Payment.

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

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

1st quarter: Issuance to 30 June 2022;
2nd quarter: 01 July 2022 to 30 September 2022;
3rd quarter: 01 October 2022 to 31 December 2022;
4th quarter: 01 January 2023 to 31 March 2023.

**Solicitation /F may be issued for the period of 01 April 2023 to 31 March 2024 as a new requirement.*

- 1.2.2** This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.
- 1.2.3** This RFSO has a preference for Offerors who demonstrate meeting the Environmental Commitments described in Annex "H". Offerors who submit the required proof demonstrating they meet these environmental commitments would receive a Preferential Margin in the financial evaluation of this solicitation.
- 1.2.4** This RFSO includes a Social Procurement Supplier Self-Identification Form in Annex "I" to gather voluntary supplier information within the Food and Beverage Industry. The information will inform us regarding the diversity profile of the suppliers who bid on our food and beverage procurements and will help shape future Social Procurement strategy.

1.3 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.4 Debriefings

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

1.5 Anticipated migration to an e-Procurement Solution (EPS)

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

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

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 21, Code of Conduct for Procurement - bid of the Standard Instructions 2006 is amended as follows:

Delete: "21 (2016-04-04) Code of Conduct for Procurement - offer

The Code of Conduct for Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive."

Insert: "21 (2022-01-27) Code of Conduct for Procurement - offer

The Code of Conduct for Procurement (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive."

2.2 Submission of Offers

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

PWGSC Ontario Region Bid Receiving Unit

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

TPSGC.oreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2006, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

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

- Section I: Financial Bid
- Section II: Certifications

Offers transmitted by facsimile or hardcopy will not be accepted.

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

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

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

Section I: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section II: Certifications

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

Offerors are encouraged to submit the voluntary questionnaire in Annex "I" Social Procurement Supplier Self-Identification Form.

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 Offer including the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) 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, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada

does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER 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 BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER 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 BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid 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 Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2006 (2020-05-28), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid 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 Bidder 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 Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder 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 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid 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 bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid 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 Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in (c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders 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 Bidder will be entitled to remedy only that part of its Financial Bid 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 Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder 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 Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. 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 Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criteria. This review will not assess whether the Technical Bid 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 Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

-
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criteria 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 Bidder'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 Bidder 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 Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder'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 section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder 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 Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder 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 Bid 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 Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid 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 Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder'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 Bid.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

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

4.2 Financial Evaluation

4.2.1 Mandatory Financial Evaluation

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

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

Pricing Basis A & B

- i. The offeror must submit pricing for thirty-two (32) of the line items in Pricing Basis A - Kosher Meals Frozen Dinners and may bid on as many or as few line items as they wish beyond that in Annex "B" - Basis of Payment, Pricing Basis A and Pricing Basis B;
- ii. The offeror must indicate if each offered item is approved for Passover in Annex "B" - Basis of Payment.

Method of Evaluation

The evaluation will be conducted on the lowest price per line item basis in Annex "B" Basis of Payment - Pricing Basis A & B. The Financial Evaluation will take place as follows:

The Extended Pricing for Pricing Basis A and B in Annex "B" - Basis of Payment is the sum of the Offeror's Firm Unit Price multiplied by the estimated usages.

In the event that three (3) or fewer offers are received:

- a. All items will be evaluated separately on a line item basis. The Offeror offering the lowest UoM Price will be issued the line item.
- b. If multiple Offerors submit the same UoM Price for an item, PWGSC will issue the line item to the Offeror who offers the greatest number of lowest priced line items.

In the event that more than three (3) offers are received:

- a. (i) In order to determine the top three Offerors, PWGSC will use the lowest priced items as per the UoM Price; and
(ii) In the event that the same UoM Price is received from multiple Offerors for one line item, PWGSC will issue this line item to the Offerors with the greatest number of lowest priced items.
- b. **Step 1:** All offers will be evaluated on a line item basis.

The three offers with the greatest number of lowest UoM Price line items will proceed to Step 2 of the evaluation. The remaining offers will receive no further evaluation.

Step 2: Of the three offers identified from Step 1, each line item will be evaluated again based on the UoM Price and the line item will be issued to the Offeror who offers the lowest UoM Price for the line item.

Example 1: Evaluation process when more than three (3) offers are received

The table below represents an example if more than 3 offers are received as outlined above.

Offeror	Items offered out of 100	Evaluation Step 1	Evaluation Step 2
Offeror A	100	12	
Offeror B	100	46	51
Offeror C	86	18	21
Offeror D	59	24	28

- c. As shown in Example 2 below, if the top two (2) Offerors have been determined and another two (2) or more Offerors have the same number of lowest UoM Price line items (i.e., resulting in a tie for issuance of a third Standing Offer), PWGSC will issue the third Standing Offer to the Offeror who has the highest total estimated usages of the line items where they have the lowest UoM Price.

Example 2: Evaluation process when 2 offers tie for having the same numbers of lowest UoM Price line items

Offeror	Items offered	Step 1 Item Distribution	Total Estimated Usages	Step 2 Item Distribution
Offeror A	100	12	962	
Offeror B	100	46		48
Offeror C	86	30		35
Offeror D	59	12	2,318	17

Note: In example 2, Offeror A and Offeror D both have 12 items where they are offering the lowest UoM Price after Step 1 of the evaluation process. It was then determined that Offeror D has the lowest UoM Price on items with the highest total estimated usages. The 12 items where Offeror A has the lowest UoM Price were then included in Step 2 evaluation, where all line items are issued to one of the top 3 Offerors (Offer B, C and D) who offer the lowest UoM Price for each of those 12 line items.

Pricing Basis C

- The Offeror must provide a maximum mark-up percentage for Pricing Basis C Kosher Meal Special Order Items: If left blank an amount of 0% will be assumed and used in any resultant standing offer.
- Pricing Basis C in Annex "B" will not be evaluated.

4.2.2 Preferential Margin for social and green products

For evaluation purposes only:

Please refer to Annex "H" - Environmental Commitments for the lists of Environmental Commitment descriptions and the acceptable supporting documents required in order to demonstrate compliance for each Commitment.

When possible, we recommend that Offerors propose green products or social products certified by a third party for an ecological or social attribute. For every Environment Commitment demonstrated by the Offeror, a Preferential Margin of 1% will be applied to the Offeror's "Price per Unit of Supply" for every line item offered by the Offeror in accordance with Annex "H". Up to a maximum of 4% Preferential Margin could be applied to "Price per Unit of Supply" for each individual Line Item offered by the Offeror.

Example of application of preferential margin:

Example 1:

- Offeror A submits pricing information in accordance with Annex "B" for 'Apples'.
- Offeror A's 'Price per Unit of Supply' for 'Apples' before Preferential Margin is \$10.00.
- Offeror A also submits in their offer, the acceptable supporting documents requested in Annex F - Environmental Commitments.
- After evaluation of the Offeror's response to Annex "H", Canada determines that the Offeror has submitted the correct and acceptable supporting documents to demonstrate their compliance to 3 out of 5 Environment Commitments.
- Therefore, a Preferential Margin of 3% will apply to the Offeror A's 'Price per Unit of Supply' for 'Apples' they offer to supply.
- Offeror A's final Unit of Measure Price for 'Apples' is $\$10.00 \times (100-3) \% = \9.70 .

NOTE: UPON THE ISSUANCE OF STANDING OFFERS, THE PRICE PER UNIT OF SUPPLY FOR EACH LINE ITEM WILL REMAIN UNCHANGED FROM THE OFFER. THE PREFERENTIAL MARGIN WILL BE APPLIED ONLY FOR EVALUATION PURPOSE.

Example 2:

- Offeror B submits pricing information in accordance with Annex "B" for 'Apples'.
- Offeror B's 'Price per Unit of Supply' for 'Apples' before Preferential Margin is \$9.80.
- Offeror B does not submit a response to Annex F - Environmental Commitments
- Therefore, the Preferential Margin will NOT apply to the 'Price per Unit of Supply' for any line item offered by Offeror B.
- Offeror B's final Unit of Measure Price for 'Apples' is \$9.80.

4.2.2.1 Rebid

- a. Offerors who submit an offer in response to a solicitation posted on www.buyandsell.gc.ca but are not issued a Standing Offer will be considered as qualified suppliers who may participate in the rebid period(s) identified in Annex B-1 - Rebid;
- b. It is the Offerors' and qualified suppliers' responsibility to submit their revised pricing to the Standing Offer Authority by the due date(s) identified in Annex B-1 - Rebid.
- c. Note to Offerors: The Preferential Margin for social and green products will not apply to the Rebid process.

4.2.2.2 As stipulated in [2006](#) Standard Instructions, the quantity of goods specified in the RFSO are

only an approximation of requirements given in good faith.

4.2.3 Evaluation of Price

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

4.3 Basis of Selection

An offer must comply with the requirements of the RFSO to be declared responsive.

The three (3) responsive offers with the greatest numbers of lowest UoM price line items, on a line item basis, will be recommended for issuance of Standing Offers.

A maximum of three (3) Standing Offers will be awarded.

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](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<https://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](https://www.tpsgc-pwgsc.gc.ca/ci-) (<https://www.tpsgc-pwgsc.gc.ca/ci->

[if/politique-policy-eng.html](#)), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Board of Directors Certification

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

5.2.3.2 Procurement Business Number (PBN)

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

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

5.2.3.3 Proof of relationship with all third party provider(s), if applicable

Please provide proof including, but not limited to: First Tier Sub-contractor Agreements, Joint Venture Agreements, etc., with all the third party food provider(s).

All the third party provider(s) are requested to fill in and sign Annex "G" - Certification and Additional Information.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

Subsection 14 of 2005, General Conditions - Standing Offers - Goods or Services is amended as follows:

Delete: "2005 14 (2016-04-04) Code of Conduct for Procurement - Standing Offer
The Offeror agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

Insert: "2005 14 (2022-01-27) Code of Conduct for Procurement - Standing Offer
The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract."

6.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "D". 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 to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- First quarter: Date of issue 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 30 calendar days after the end of the reporting period.

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is:

Period 1: From Date of Issuance to 30 June 2022;
Period 2: 01 July 2022 to 30 September 2022;

Period 3: 01 October 2022 to 31 December 2022;
Period 4: 01 January 2023 to 31 March 2023.

6.4.2 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 one (1) year period, from 01 April 2023 to 31 March 2024 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kat Nimuan
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence Street, 2nd Floor, Kingston, ON K7L 1X3
Telephone: 647-228-4882
E-mail address: Kathleen.Nimuan@pwgsc-tpsgc.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 Standing Offer Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

6.5.2 Project Authority

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

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

6.5.3 Offeror's Representative

Name: _____
Organization: _____
Address: _____
Telephone: _____
E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Service Canada - Ontario Region; Institutions specified in Annex "A".

6.7 Call-up Instrument

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

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

or

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

6.8 Limitation of Call-ups

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

6.9 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2020-05-28), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010A](#) (2021-12-02), General Conditions - Goods (Medium Complexity);
- e) Annex "A", Requirement;
- f) Annex "B", Basis of Payment;
- g) Annex "D", Usage Reporting Form;
- h) Annex "E", Supplier Quality Assurance, Notification of Rejection/Discrepancy;

i) the Offeror's offer dated _____.

6.10 Certifications and Additional Information

6.10.1 Compliance

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

6.11 Applicable Laws

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

6.12 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010A (2021-12-02), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Subsection 31 of 2010A, General Conditions - Goods (Medium Complexity), is amended as follows:

Delete: "31 (2016-04-04) Code of Conduct for Procurement - contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Contract."

Insert: "31 (2022-01-27) Code of Conduct for Procurement - contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract."

Subsection 32 of 2010A, General Conditions - Goods (Medium Complexity), is added as follows:

2010A 32 (2021-11-04) Anti-forced Labour Requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the [*Customs Tariff – Schedule*](#) (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.
2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Standing Offer Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the [*Customs Tariff – Schedule*](#) as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Standing Offer Authority in writing of that investigation.
3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:
 - a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US [*Trade Facilitation and Trade Enforcement Act*](#) (TFTEA) of 2015; or
 - b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.
4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the [*Criminal Code*](#) or the [*Immigration and Refugee Protection Act*](#):
 - i. section 279.01 (Trafficking in persons);
 - ii. section 279.011 (Trafficking of a person under the age of eighteen years);
 - iii. subsection 279.02(1) (Material benefit - trafficking);
 - iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
 - v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
 - vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or
 - vii. section 118 (Trafficking in persons).
5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).

6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:
 - i. in the case of a conviction, whether the court acted within its jurisdiction;
 - ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
 - iii. whether the court's decision was obtained by fraud; or
 - iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.
7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

Section 16 of Interest on Overdue Accounts, of [2010A](#) (2021-12-02), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from the date of the Contract plus two (2) months inclusive.

6.3.2 Delivery Date

Delivery must be made within five (5) calendar days from receipt of a call-up against the Standing Offer.

6.4 Payment

6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, as specified in Annex "B" and identified in the Call-up. Customs duties are included and Applicable Taxes are extra.

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

6.4.2 Limitation of Price

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

6.4.3 Single Payment

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

6.4.4 Electronic Payment of Invoices - Call-up

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

- a. Visa Acquisition Card;

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

6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.6 Insurance

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

6.7 SACC Manual Clauses

SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods

SACC Manual clause [D0014C](#) (2007-11-30), Delivery of Fresh Chilled or Frozen Products

SACC Manual clause [D0018C](#) (2007-11-30), Delivery and Unloading

SACC Manual clause [D3004C](#) (2007-11-30), Type of Transport

SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations

6.8 Inspection and Acceptance

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

6.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"
REQUIREMENT
Kosher Foods

1. Definition

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

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

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

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

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

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

Specifications means Canadian General Standards Board - Standards.

2. Introduction

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

3. Scope of Work

3.1 Certified Kosher Frozen Food

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

(a) Meals that are low sodium and low fat, and all sauces that would normally accompany the meal; and

(b) Other miscellaneous Certified Kosher Frozen Food.

- 3.1.2 Each Meal must only contain Certified Kosher Frozen Food and or Certified Kosher for Passover Frozen Food.
- 3.1.3 The low fat Certified Kosher Frozen Food must contain less than 30% of the total calories from fat with less than 10% of calories from saturated fats.
- 3.1.4 The low sodium Certified Kosher Frozen Food must contain:
- (a) 140 mg of sodium or less per serving of 100 g; or 50% less sodium than regular products.
 - (c) Minimum of 90 g animal protein (ex: chicken, beef, fish)
OR 150 g tofu or 175 ml legumes (beans, lentils, chickpeas, etc.)
 - (d) 1 cup of vegetables total - minimum 2 different varieties for each meal
 - (e) 1 cup of grain products (ex: rice, pasta, etc.)
- 3.1.5 The Contractor must deliver the Certified Kosher Frozen Food fully cooked, ready to be heated and served.
- 3.2 Packaging
- 3.2.1 Each Meal must be packaged in a container that is:
- (a) not made from glass;
 - (b) double-sealed with two separate layers of Kosher wrapping, and wrapped with the Contractor's Kosher approved stamped tape around the entire container outside of the two separate layers of Kosher wrapping to ensure a tamper-proof meal. Both ends of the Contractor's Kosher approved stamped tape must meet at the top of the container and be stamped. (Tape is not considered part of the double sealed requirement but as an anti-tampering mechanism); and travel worthy and that will remained sealed upon delivery.
- 3.2.2 All seals must be intact for each Lunch and Dinner to be accepted.
- 3.2.3 Each Meal must be packaged in such a manner that the face shown indicates the contents, low sodium, low fat, quantity, etc.
- 3.2.4 All Certified Kosher Frozen Food must be delivered in a package bearing the Kosher Symbol.

4. Timeline

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

5. Stock out

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

6. Back Orders

- 6.1 Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer;

- 6.2 Items must not be short shipped when the entire quantity ordered is not available. All items ordered must be processed on a fill or kill basis.

7. Discontinued Product

- 7.1 All discontinued products must be reported to the Standing Offer Authority immediately. The Contractor must replace the discontinued product with a comparable one that is equal cost until the replacement product is agreed upon and approved. The replacement product must be approved by the Project Authority and Standing Offer Authority.

8. Substitutions

- 8.1 The Contractor must supply the products in the size quoted and outlined in the Basis of Payment. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Contractor must notify the Standing Offer Authority to obtain their acceptance of the replacement size;
- 8.2 If the Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted.

9. Laws and Regulations

- 9.1 The Contractor must perform the Work in accordance with:
- (a) applicable municipal health units' by-laws and regulations;
 - (b) applicable laws and regulations of the Ontario Ministry of Agriculture;
 - (c) applicable laws and regulations of the Canadian Food Inspection Agency (CFIA);
 - (d) without limiting the generality of the foregoing, the Ontario Regulations 31/05 - Meat issued under the Food Safety and Quality Act, 2001, S.O. 2001, c. 20. in its current version: http://www.e-laws.gov.on.ca/html/regs/english/elaws_regs_050031_e.htm; and
 - (e) Canada Sanitation Code, as it relates to delivery vehicles.

10. CLEARANCE CONTACT INFORMATION FOR GATE PASSES

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

CSC contacts are as follows:

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

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

Contact Name: Tim Conboy
Telephone Number: (613) 351-8178
E-mail Address: Tim.Conboy@CSC-SCC.GC.CA

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

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

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

Institution: Joyceville Minimum Institution
Contact Name: Jean Mahdjoub
Telephone Number: (613) 536-4220 x 6367
E-mail Address: Jean.Mahdjoub@CSC-SCC.GC.CA

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

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

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

11. INSTITUTION DELIVERY AND INVOICE DESTINATIONS

DESTINATION AND INVOICE ADDRESSES

DELIVER TO:	CONSIGNEE CODE	MAIL INVOICE TO:
Collins Bay Medium Institution c/o Collins Bay Inst. Stores 1455 Bath Road Kingston, Ontario K7L 4V9	21440	Correctional Service Canada Collins Bay Medium Institution P.O. Box 190 Kingston, ON K7L 4V9
Collins Bay Minimum Institution 1455 Bath Road Kingston, Ontario K7L 4V9	21441	Correctional Service Canada Collins Bay Minimum Institution P.O. Box 190 Kingston, ON K7L 4V9
Millhaven Institution Highway 33, 5775 Bath Road Bath, Ontario K0H 1G0	21421	Correctional Service Canada Millhaven Institution P.O. Box 280 Bath ON K0H 1G0
Bath Institution 5775 Bath Road	21423	Correctional Service of Canada Bath Institution

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

Bath, Ontario K0H 1G0

P.O. Box 1500
Bath, ON K0H 1G0

Joyceville Medium Institution
Highway 15
Joyceville, Ontario K7L 4X9

21450

Correctional Service of Canada
Joyceville Institution
P.O. Box 880
Kingston, ON K7L 4X9

Joyceville Minimum Institution
c/o Joyceville Inst. Stores
3766 Highway 15
Joyceville, Ontario K7L 4X9

21451

Correctional Service of Canada
Joyceville Minimum Institution
P.O. Box 4510
Kingston, ON K7L 4X9

Warkworth Institution
County Road 29, Off Highway 30
Campbellford, Ontario K0L 1L0

21460

Correctional Service Canada
Warkworth Institution
P.O. Box 769
Campbellford, ON K0L 1L0

Beaver Creek Medium Institution
c/o Beaver Creek Institution Stores
2000 Beaver Creek Drive
Gravenhurst, Ontario P1P 1Y2

21422

Correctional Service of Canada
Beaver Creek Medium Institution
P.O. Box 5000
Gravenhurst, ON P1P 1Y2

Beaver Creek Minimum Institution
2000 Beaver Creek Drive
Gravenhurst, Ontario P1P 1Y2

21443

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

ANNEX "B"

BASIS OF PAYMENT

(ATTACHED ELECTRONICALLY)

Annex "B" is comprised of 2 parts:

1. Note to the Offerors
2. See attached Excel spreadsheet for the list of items.

Note to the Offerors:

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

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

1. Pricing Basis A - Kosher Meal Frozen Dinners and Pricing Basis B - Kosher Meal Miscellaneous Items

- 1.1 Prices stated in Annex "B", Pricing Basis A and B are firm for the period of the Standing Offer.
- 1.2 *Annex "B" - Pricing Bases A, Kosher Meal Frozen Dinners and B, Kosher Meal Miscellaneous Items: The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for three months and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered.*
- 1.3 Kosher Meal Special Order Items will be charged in accordance with the Contractor's cost, plus a maximum percentage mark-up. Offerors are requested to insert the maximum percentage mark-up for Kosher Meal Special Order Items in Pricing Basis C.

ANNEX "B" - APPENDIX 1

UNIT PRICE(S) REFRESH

1. The qualified Offeror is given the opportunity to rebid their unit prices on a quarterly basis for any of the line items identified in Annex "B", Basis of Payment;
2. All refreshed unit pricing is due in accordance to the schedule in Annex "C";
3. It is requested that the Offeror forward their refreshed unit pricing in an electronic pricing file which is in accordance with Annex "B" - Basis of Payment - Pricing Basis A - Frozen Kosher Meals, Pricing Basis B - Kosher Meal Miscellaneous Items and the maximum percentage mark-up for Pricing Basis C - Kosher Meal Special Order Items Special Orders to the Standing Offer Authority by email;
4. Electronic pricing files should be properly named and identify the vendor name and the applicable dates pricing applies. Example: Vendor Name Kosher Meals Prices DD-MM-YY to DD-MM-YY;
5. Prices must be provided in 2 decimal place format (example: \$2.99 per kilogram);
6. Prices must include delivery charges to delivery points specified in Annex "A", section 11 - Institution Delivery and Invoice Destinations;
7. The Offeror is solely responsible for the delivery of the price refresh. If a refreshed price list is not received by the Standing Offer Authority as per the refreshed unit pricing due date, the current prices will be used;
8. Prices will be evaluated by Public Works and Government Services Canada (PWGSC). The Offeror must be prepared to justify and substantiate any increase at the request of PWGSC; and
9. Pricing from each Standing Offer holder will be re-evaluated based on their submitted refreshed unit prices. Each line item will be evaluated separately and the lowest Firm Unit of Measure (UoM) price for each line item will be awarded accordingly. New unit prices will be issued by the Standing Offer Authority to the Standing Offer holder(s) to reflect the resulting changes.

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

CLOSING DATE SCHEDULE

21401-228289/B 1st Quarter: Closes 22 April 2022

21401-228289/C 2nd Quarter: Closes 03 June 2022

21401-228289/D 3rd Quarter: Closes 06 September 2022

21401-228289/E 4th Quarter: Closes 02 December 2022

Only one (1) notice will be posted on Buy & Sell, GETS (Government Electronic Tendering Service) for this requirement. This posting will include all documents which are to be submitted by the Offeror for the rebidding period. No further notice will be given to the Offerors of the periodic tender closing dates. It is the Offeror's responsibility to create a "bring-forward system" that best suits their needs. An amendment to the solicitation will be posted on Buy & Sell if there must be any change to the requirement, the Schedule of Tender Closing Dates or the <List of Products> at Annex "B". It is the responsibility of the Offeror's to assure themselves they receive all amendments (if any) during the period from the date this solicitation is published on Buy & Sell.

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

PERIODIC USAGE REPORT FORM

As a requirement of this Request for Standing Offer, a report shall be submitted as follows:

Return to:

Public Works and Government Services Canada	<i>Telephone</i>	<i>Email</i>
<i>Name: Kat Nimuan</i>	647-228-4882	Kathleen.Nimuan@pwgsc-tpsgc.gc.ca

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

REPORT ON THE VOLUME OF BUSINESS

SUPPLIER:

REPORT FOR THE PERIOD ENDING:

Description of Work	Call up #	Total Billing

Or

NIL REPORT: We have not done any business with the federal government for this period

PREPARED BY:

NAME:

SIGNATURE:

TELEPHONE NO.:

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

SUPPLIER QUALITY ASSURANCE, NOTICE OF REJECTION/DISCREPANCY

If you are not receiving the quality level of goods or services expected from the supplier, please complete this feedback form with specific details.

Department/Unit (with complaint)

Date of Discrepancy

Supplier/Company Name

Standing Offer #

Supplier Product Code

Unitrak or FSIMS Code

1. TYPE OF DISCREPANCY (Check appropriate remarks below)

- ☐ Did not meet delivery time
- ☐ Invoices did not conform to contract/order terms
- ☐ Good/services did not meet specification requirements
- ☐ Delivery charges were added
- ☐ Other (specify in Remarks section)

2. ACTION TAKEN (Check appropriate remarks below)

- ☐ Replacement requested
- ☐ Shipment quarantined due to hygiene reasons
- ☐ Replaced by local purchase (LPO)
- ☐ Goods accepted due to operational requirements.
- ☐ Goods returned to the Supplier.

3. REMARKS (Specify details of Rejection/Discrepancy).

4. DATE SUBMITTED

5. CONTACT NAME

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

ANNEX "F"

ADDITIONAL CERTIFICATIONS

1. Board of Directors

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____

2. Procurement Business Number (PBN)

Please refer to Section 02, [Procurement Business Number](#) of the [2006](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Competitive Requirements: Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

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

ANNEX "G"

ADDITIONAL CERTIFICATIONS

Proof of relationship with all third party provider(s), if applicable:

1. Board of Directors

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____
Director Name - _____	Position - _____

2. Procurement Business Number (PBN)

Please refer to Section 02, **Procurement Business Number** of the **2006** (2019-03-04) Standard Instructions - Request for Standing Offers - Competitive Requirements: Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - _____

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

ANNEX "H"

ENVIRONMENTAL COMMITMENTS

Note to Bidders: The submission of response to Environmental Commitments is optional, and the Preferential Margin will only be applied when the supporting information submitted for the Environmental Commitment is deemed acceptable by Canada. Wherever "equivalent" is stated in the Environmental Commitment or in the Indicators for Assessments below, Canada reserves the sole discretion to accept or reject the Offeror's proposed equivalent. The Offerors are required to provide all supporting information by the bid closing date to prove their compliance to the respective Environmental Commitment. Failure to provide the correct or acceptable supporting information for the Environment Commitment will result in the Preferential Margin not being applied to the Offeror's financial evaluation. The Preferential Margin for social and green products will not apply to the Rebid process.

Please refer to Section 4.1.1.3 Preferential Margin for social and green products in PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION for details on the application of Preferential Margin.

No.	Environmental Commitment	Indicators for Assessment
<p>Offerors must provide supporting documentation that outlines the Environmental Commitment(s) are carried out or completed in Canada including but not limited to the program, certification, service agreement, etc., specified herein.</p>		
1	<p><i>Food or Food Waste</i></p> <p>The Offeror has partnered with local, provincial, or national food bank organizations or shelters in Canada to send close to expiry food items or if produce and vegetable items are expired, items are composted in order to reduce food waste and their carbon footprint.</p>	<p>1% preferential margin will be applied to the Offeror's "Price per Unit of Supply" if the Offeror's response includes the supporting information required below:</p> <ul style="list-style-type: none"> a copy of documentation confirming participation in: i) Food Bank Canada's National Food Sharing System or ii) a provincial/local equivalent or iii) related organization such as Second Harvest, or a copy of the registration and approval documentation in the Recycled Food Products program, or a copy of the Compost Council of Canada National Compost Operator Certification, or a copy of private or municipal organic/compost waste services agreement or manifest or statement.
2	<p><i>Environmental Management</i></p> <p>The Offeror has ISO 14001 certification (or an equivalent certified environmental management system).</p> <p>ISO Certification is acceptable only if the certified facility/location resides in Canada.</p>	<p>1% preferential margin will be applied to the Offeror's "Price per Unit of Supply" if the Offeror's response includes the supporting information required below:</p> <ul style="list-style-type: none"> a copy of the ISO 14000 certification, or

		<ul style="list-style-type: none"> a copy of the certification from <u>other certification body</u> equivalent to ISO.
3	<p>GHG reduction</p> <p>(3a) The Offeror has produced an inventory of its greenhouse gas (GHG) emissions for its last fiscal year in accordance with ISO 14064-1. The inventory has been verified by a certification party in accordance with ISO 14064-3 and ISO 14065.</p> <p>OR</p> <p>(3b) The Offeror has completed a fuel and/or energy efficiency study to identify building, fleet and distribution fuel/energy savings and created benchmarks to meet reductions (for example, using more energy efficient refrigeration units in buildings and transport.)</p> <p>OR</p> <p>(3c) The Offeror utilizes a vehicle tracking management system in Canada in the past 2 years that can optimize its delivery routes in real-time and monitor vehicle performance in order to save fuel and reduce emissions.</p> <p>OR</p> <p>(3d) The Offeror utilizes zero-emission vehicles (such as: battery electric vehicle (BEV), hybrid electric vehicles (HEV), plug-in hybrid electric (PHEV), hydrogen fuel cell electric vehicles (FCEV)) or employs a subcontractor using zero-emission vehicle(s) in their fleet. The vehicle must be registered and used in Canada.</p>	<p>1% preferential margin will be applied to the Offeror's "Price per Unit of Supply" if the Offeror's response includes the supporting information required for (3a) or (3b) or (3c) or (3d):</p> <p>For (3a), acceptable documents are:</p> <ul style="list-style-type: none"> i) a copy of the latest greenhouse gas (GHG) emission supplier's inventory and ii) a copy of the report verification by the certification party, and iii) a copy of the Offeror's waste reduction work plan or <u>Greenhouse gas calculator for waste management</u>. <p>OR</p> <p>For (3b), acceptable documents are:</p> <ul style="list-style-type: none"> a copy of <u>ENERGY STAR certification</u>, or the confirmation of enrollment in <u>ENERGY STAR Portfolio Manager</u>, or a copy of the Offeror's energy-management information system audit, implementation plan or any other results using an energy-tracking tool such as the <u>Energy Use Calculator</u>, or a copy of the confirmation of reporting to any provincial Energy and/or Water Reporting/Benchmarking initiative (for example, <u>Ontario's</u>), etc. <p>OR</p> <p>For (3c), acceptable documents are:</p> <ul style="list-style-type: none"> Description of the vehicle tracking management system and proof of utilization of the system, or confirmation of completion of any of the <u>SmartDriver training</u> or proof of participation in the <u>Green Freight Assessment Program</u>. <p>OR</p> <p>For (3d), acceptable documents are:</p> <ul style="list-style-type: none"> Proof that the type of Vehicle is zero-emission vehicle, and confirming documentation of ownership of a <u>zero-emission vehicle</u>; or Proof of employing a subcontractor who uses zero-emission vehicle(s) in their fleet. Including the type of vehicle and documentation of ownership.

4	Waste Management The Offeror has put in place at least one concrete measure or program to reduce the environmental impact of waste generated by its operations in Canada during the past two years from the bid closing date.	1% preferential margin will be applied to the Offeror's "Price per Unit of Supply" if the Offeror's response includes the supporting information required : <ul style="list-style-type: none">• A copy of the supplier's waste reduction work plan with specific measure or program in regards to waste management, or• Confirmation of participation in a <u>recycling program by category and region</u> (e.g. a receipt, bill, statement, etc.).
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References

Canadian Food Inspection Agency, *Canadian Organic Standards*: <https://www.inspection.gc.ca/organic-products/standards/eng/1300368619837/1300368673172>

Canadian Food Inspection Agency, *Organic Claims on Food Labels*: <https://www.inspection.gc.ca/food-label-requirements/labelling/industry/organic-claims-on-food-labels/eng/1389725994094/1389726052482>

Canadian Food Inspection Agency, *Organic products sold intraprovincially*:
<https://www.inspection.gc.ca/food-label-requirements/labelling/industry/organic-claims-on-food-labels/eng/1389725994094/1389726052482?chap=7>

Canadian Inspection Food Agency, *Recycled Food Products*: <https://www.inspection.gc.ca/animal-health/livestock-feeds/regulatory-guidance/rg-1/chapter-3/eng/1329319549692/1329439126197?chap=19>

Compost Council of Canada, *National Compost Operator Certification Program*:
<http://www.compost.org/ncocp/>

Environment and Climate Change Canada - *Greenhouse gas calculator for waste management*:
<https://www.canada.ca/en/environment-climate-change/services/managing-reducing-waste/municipal-solid/greenhouse-gases/calculator.html>

Environment and Climate Change Canada - *Inventory of recycling programs in Canada*:
<https://www.canada.ca/en/environment-climate-change/services/managing-reducing-waste/overview-extended-producer-responsibility/inventory-recycling-programs.html>

Food Banks Canada - *National Food Sharing System*: <https://www.foodbankscanada.ca/Our-Work/Food-Sharing/National-Food-Sharing-System.aspx>

Industry Canada - Office of Consumer Affairs - *Environmental labels and claims*:
<https://www.ic.gc.ca/eic/site/Oca-bc.nsf/eng/ca02523.html>

International Standards Organization - *Certification & Conformity*: <https://www.iso.org/certification.html>

Natural Resources Canada - *ENERGY STAR certification for commercial and institutional buildings in Canada*: <https://www.nrcan.gc.ca/energy-efficiency/energy-star-canada/energy-star-buildings/energy-star-certification-commercial-and-institutional-buildings-canada/20258>

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

Natural Resources Canada - *Energy Use Calculator*: <https://oee.nrcan.gc.ca/industrial/technical-info/tools/energy-use-calculator.cfm>

Natural Resources Canada - *Green Freight Assessment Program*: <https://www.nrcan.gc.ca/energy-efficiency/energy-efficiency-transportation-alternative-fuels/greening-freight-programs/green-freight-assessment-program/20893>

Natural Resources Canada - *SmartDriver Training Series*: <https://www.nrcan.gc.ca/energy-efficiency/energy-efficiency-transportation/greening-freight-programs/smartdriver-training-series/21048>

Ontario Ministry of Environment and Energy - *Energy and Water Reporting and Benchmarking initiative*: <https://www.ontario.ca/document/guide-energy-and-water-reporting>

Public Services and Procurement Canada - *Canadian General Standards Board*: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

Standards Council of Canada - *Environmental Management Systems, National Standard of Canada*: <https://www.scc.ca/en/standardsdb/standards/6513>

Second Harvest - *Food Rescue and Delivery*: <https://secondharvest.ca/what-we-do/food-rescue-delivery/>

Transport Canada - *Connected and automated vehicles*: <https://tc.canada.ca/en/road-transportation/innovative-technologies/connected-automated-vehicles>

Transport Canada - *Electronic logging devices*: <https://tc.canada.ca/en/road-transportation/electronic-logging-devices>

Transport Canada - *Zero-emission vehicles*: <https://tc.canada.ca/en/road-transportation/innovative-technologies/zero-emission-vehicles>

ANNEX "I"

SOCIAL PROCUREMENT SUPPLIER SELF-IDENTIFICATION FORM

1. Context

Public Works and Government Services Canada (PWGSC). PWGSC is committed to modernizing procurement practices so they are simpler, less administratively burdensome, and include practices that support our social, environmental and economic policy goals. This includes the department's commitment to increasing economic growth and diversity among small and medium enterprises, and underrepresented groups.

PWGSC is gathering voluntary supplier information in all food and beverage Request for Standing Offers (RFSO) to identify the diversity profile of its suppliers and seek feedback on Social Procurement. Below you will find definitions as well as voluntary questions to help us better understand the composition of underrepresented groups or Indigenous/Aboriginal groups within the food and beverage industry.

2. Definitions

Social procurement

At PWGSC, social procurement is defined as procurement that leverages the government's buying power in order to generate positive societal impacts. A social procurement could include, for example, a strategy of purchasing goods and services from targeted underrepresented suppliers and social enterprises, or incorporating social benefits criteria into the procurement.

Underrepresented group

Social procurement can provide opportunities for various groups that are traditionally underrepresented in employment and/or economically disadvantaged. An underrepresented group can include representatives from specific social, cultural, or economic segments of the population such as: women, persons with disabilities, visible minorities, etc.¹

Underrepresented supplier

In the context of social procurement at PWGSC an underrepresented or disadvantaged² supplier is a business owned or led (i.e., 51% majority control or effective management of the business)³ by a member of an underrepresented group (e.g., women, persons with disabilities, visible minorities⁴, etc.).

Indigenous Supplier

In the context of social procurement at PWGSC an Indigenous supplier's business must meet the following criteria:

- Is at least 51% owned or led (i.e., operated or controlled) by an individual of Indigenous heritage, an Indigenous community, or an Aboriginal Development Corporation;
- Is structured as a sole proprietorship, a limited company, a co-operative, a partnership, a not-for-profit organization, or a joint venture; and,
- Physically resides in Canada.

¹ These terms are taken from the *Employment Equity Act*'s designated groups; however, other groups may be considered, for example: veteran, LGBTQ2+, unemployed, youth, ex-offenders or recent immigrant.

² The term "underrepresented" or "minority" are types of disadvantages.

³ The term "led" or "leadership", in the PWGSC mandate letter context, is interpreted as operated or controlled, which implies control of the management and daily business operations.

⁴ PWGSC 2015 Mandate Letter, <https://pm.gc.ca/en/mandate-letters/2015/11/12/archived-minister-public-services-and-procurement-mandate-letter>

Canadian Small Business⁵

A Canadian small business has 1 to 99 paid employees.

3. Supplier Information Questionnaire

Data Collection

The voluntary self-identification information you provide is collected for statistical purposes only, it will not be used as part of the bidding process and will not be shared with third parties. This information will provide PWGSC an estimate of the number of Underrepresented Groups and Indigenous/Aboriginal groups that make up the food sector.

Privacy Notice

The collection, retention, use and storage of personal information provided in this form is protected, used, and disclosed in accordance with the *Privacy Act*. All data obtained are to be used solely for statistical purposes to increase the number of Indigenous/Aboriginal and Underrepresented Businesses participating in federal procurement. The aggregated information may be used to facilitate the development of a government social procurement program. You can choose not to self-identify.

Instructions

Please complete the following question if you wish to respond. Please keep in mind the definitions provided for herein when completing this voluntary certification. Members of a Joint Venture should submit individual self-identification form for this solicitation in order for their certifications to be included in the statistics. When complete, please submit this form with your bid submission.

Part 1 - Supplier Identification - Do you wish to self-identify?

☐ Yes ☐ No ☐ Prefer not to respond

If Yes, please respond to all that apply:

Part 2 -

A: Do you wish to self-identify your business as an Indigenous/Aboriginal Business in Canada?

☐ Yes ☐ No

OR

Part 3 -

A: Do you wish to self-identify as a Canadian Small Business from an underrepresented group?

☐ Yes ☐ No

If Yes, please select all that apply to your business:

- ☐ women-owned or led business;
- ☐ business owned or led by person with disability;
- ☐ visible minority-owned or led business; if you have chosen this category, please specify:
 - ☐ South Asian (e.g., East Indian, Pakistani, Sri Lankan, etc.)
 - ☐ Chinese
 - ☐ Black
 - ☐ Filipino

⁵ http://www.ic.gc.ca/eic/site/061.nsf/eng/h_03114.html

Solicitation No. - N° de l'invitation
21401-228289/B
Client Ref. No. - N° de réf. du client
21401-228289

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-1-56183

Buyer ID - Id de l'acheteur
KIN959
CCC No./N° CCC - FMS No./N° VME

- ☐ Latin American
- ☐ Arab
- ☐ Southeast Asian (e.g., Vietnamese, Cambodian, Laotian, Thai, etc.)
- ☐ West Asian (e.g., Iranian, Afghan, etc.)
- ☐ Korean
- ☐ Japanese
- ☐ Other - please specify _____
- ☐ Other, (e.g., LGBTQ+) _____.

B. Business Composition

What percentage of your full-time workforce is made up of members from underrepresented groups?

Answer: _____%

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ANNEX “J” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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

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