



 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No.21401-145232/B		Part - Partie 1 of - de 2		See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte	
2	MEat poultry fish	21401	21401	1	Each	\$XXXXXXXXXXXX	See Herein		

Solicitation No. - N° de l'invitation

21401-145232/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin900

Client Ref. No. - N° de réf. du client

21401-14-5232

File No. - N° du dossier

KIN-4-42043

CCC No./N° CCC - FMS No/ N° VME

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See herein

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## **Meat, Poultry and Fish, Correctional Services Canada**

### **PART 1 - GENERAL INFORMATION**

#### **1. Introduction**

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

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

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

#### **2. Summary**

##### **(i) Requirement**

To establish a Regional Individual Standing Offer for the provision of meat, fish, and poultry on an 'as and when requested' basis for Correctional Service of Canada, Kingston area Institutions including Warkworth Institution in Warkworth, Ontario and Beaver Creek Minimum and Medium Institutions in Gravenhurst,

##### **(ii) Client Department**

The user of the resulting RISO will be Correctional Services Canada.

##### **(iii) There will be three periods of this Standing Offer,**

Period B: January 1, 2015 to March 31, 2015

Period C: April 1, 2015 to June 30, 2015

Period D: July 1, 2015 to September 30, 2015.

- (iv) Estimated dollar value for each period of the Standing Offer is \$171,651.50
- (v). Offerors must submit a list of names , or other related information as needed, pursuant to section 01 of Standard Instructions 2006 and 2007.
- (vi) Trade Agreements and Posting Time: Requirement is subject to NAFTA, WTO-AGP, Canada-Peru FTA, Canada-Chile FTA and AIT and will be posted on Buy and Sell for 40 days.
- (vii) "There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Insurance Requirements, and Part 7A - Standing Offer. For more information on personnel and organization security screening or security clauses, offerors should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website. "

### **3. Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **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>) 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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#)

### **5. Specifications**

A copy of the specification referred to in the bid solicitation is available and may be purchased from:

Canadian General Standards Board Sales Centre  
Place du Portage III, 6B1  
11 Laurier Street  
Gatineau, Québec

Telephone: (819) 956-0425  
Fax: (819) 956-5644  
E-mail: [ncr.cgsb-ongc@pwgsc.gc.ca](mailto:ncr.cgsb-ongc@pwgsc.gc.ca)  
CGSB Website: <http://www.pwgsc.gc.ca/cgsb/home/index-e.html>.

Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

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

## **2. Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

## **3. Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **4. Applicable Laws**

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

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

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## **1. Offer Preparation Instructions**

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Financial Offer one (1) hard copy and one (1) soft copy, Excel file, by e-mail to **kingston.procurement@pwgsc.gc.ca**

Section II: Certifications (one (1) hard copy)

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

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



Canada requests that offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

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

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

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

#### **Annex B-1 - Working Documents (Excel File)**

The Offerors will complete the List of Products using the Excel file and ensure that it has been properly filled out and contains all required information.

**1. Hard (Paper) Copy:** One (1) hard copy must be submitted by the date, time and place indicated on page 1 of the Request for Standing Offers.

**2. Soft (Electronic) Copy:** In addition to the hard copy, PWGSC is requesting offerors send in an electronic copy of Excel file, by e-mail at the following address: **kingston.procurement@pwgsc.gc.ca**

#### **Payment by Credit Card**

Canada requests that offerors complete one of the following:

- (a) ☐ Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_  
Master Card \_\_\_\_\_

- (b) ☐ Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

#### **Section II: Certifications**

Offerors must submit the certifications required under Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1. Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

The Offeror must complete and submit with its offer, Annex "B" - Basis of Payment, in Canadian funds. Pricing must be provided for all line items as listed.

Offers must not contain any alteration to the preprinted or pre-typed sections of the Basis of Payment form, or any condition or qualification placed upon the offer.

##### **1.1.2 Pack of Unit Size**

If a requested size is no longer available, it is up to the offeror to contact the Standing Offer Authority no later than seven (7) calendar days prior to the closing date with a proposed alternative size.

Where changes to pack or unit size are proposed the following must be met:

- a. The proposed change is necessary because the original pack size specified is unavailable in the industry; and
- b. The new proposed size reflects the next size up or down (from the original size specified) that is available in the industry; and /or
- c. There is a less than 15% difference between the original size specified and the proposed alternative size.

Any changes to the product pack and or size will be made by the Standing Offer Authority through an amendment to the Request for Standing Offer document. The offeror can not substitute sizes in their offer that have not been approved. No Name" products will not be accepted.

##### **1.1.3 No Substitutions**

Where products/manufacturers names are shown, substitutions will not be allowed unless the product has been discontinued by the manufacturer. Bidders must provide a note from the Manufacturer stating that item(s) have been discontinued. Substitutions may only then be proposed but may not be considered acceptable by CSC. Nationally recognized brands must be offered and supplied for all other items not specifying a brand name

### **1.2 Financial Evaluation**

#### **1.2.1 Financial Evaluation Criteria**

Offerors may submit offers for for all or any of the geographic areas listed in Annex "B" Basis of Payment. The geographical areas in Pricing Basis "B.1" or "B.2" will be evaluated individually.

The extended price for the geographic area will be calculated by multiplying the estimated usage values by the Offerors corresponding unit price. The evaluated price for a geographic area is the aggregate of all the extended prices for all pricing periods for the geographic area.

## **2. Basis of Selection**

- 2.1 The compliant offer with the lowest evaluated price for the geographic area(s) will be recommended for issuance of a Standing Offer for the applicable geographic area(s) upon compliance with the conditions stated in Part 5.
- 2.2 Canada intends to issue the Standing Offer(s) to the compliant Offeror(s) with the Low Aggregate Value for each Pricing Basis.
- 2.3 If an Offeror is recommended for Standing Offers for more than one geographic area, those applicable geographic areas will be combined into one Standing Offer.

## **PART 5 - CERTIFICATIONS**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, 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 may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

### **1. Certifications Required Precedent to Issuance of a Standing Offer**

#### **1.1 Integrity Provisions - Associated Information**

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## **PART 6 - SECURITY**

### **1. Security Requirement**

On receipt of a Standing Offer, the Supplier must provide a list of its drivers to Correctional Service of Canada in order for the drivers to be cleared by a CPIC Security check before deliveries can be made to the various Institutions.

The Supplier must replace drivers that cannot be admitted to a CSC Institution for failure of meeting the security requirements. For CSC CPIC checks, the contact is:

Geoff Hinch  
Telephone (613) 545-8266  
Facsimile (613) 536-4571  
Email [tinneytj@csc-scc.gc.ca](mailto:tinneytj@csc-scc.gc.ca)

or the authorized representative(s) at each Institution's location.

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

### **A. STANDING OFFER**

#### **1. Offer**

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

#### **2. Security Requirements**

##### **Correctional Services Canada**

Prior to admittance to the Institution, the Contractor's personnel shall submit to a local verification of identity/information in the form of a criminal record check through an authorized Canadian Police Information Centre (CPIC) agency.

Correctional Service Canada reserves the right to deny access to Contractor personnel, at anytime.

#### **3. Standard Clauses and Conditions**

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

##### **3.1 General Conditions**

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **3.2 Standing Offer Reporting**

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

The Offeror must provide this data in accordance with Annex C. If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The data must be submitted to the Standing Offer Authority no later than 10 calendar days after the end of the reporting period.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

Period B: January 1, 2015 to March 31, 2015

#### **5. Authorities**

##### **5.1 Standing Offer Authority**

The Standing Offer Authority is:

Chris Emmons

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

86 Clarence St., 2nd Floor

Kingston, Ontario, K7L 1X3

Telephone: 613-545-8083

Facsimile: 613-545-8067

E-mail address: [chris.emmons@pwgsc.gc.ca](mailto:chris.emmons@pwgsc.gc.ca)

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

##### **5.2 Project Authority**

The Project Authority for the Standing Offer is:

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.

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

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

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

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

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

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

**5.3 Offeror's Representative** - Offeror to complete with bid.

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

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

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

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

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

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

**6. Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer are:

Correctional Service Canada, Ontario Region Institutions.

**7. Call-up Procedures**

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

**8. Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, "Call-up Against a Standing offer", or electronic document.

**9. Limitation of Call-ups**

The call-up limitation for this requirement is \$40,000.00.

**10. Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2014-09-25), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (to be completed by PWGSC at time of issuance)

**11. Certifications**

**11.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer

## **12. Applicable Laws**

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

## **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.

### **1. Requirement**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

2010A (2014-09-25), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 will not apply to payments made by credit cards.

#### **2.2 SACC Manual Clauses**

B2005C	Fish - Quality Stamping	2007-05-25
B3003C	Grades of Meat	2007-05-25
D0014C	Delivery of Fresh Chilled or Frozen Products	2007-11-30
D3007C	Inspection and Stamping	2007-11-30
D5311C	Right of Access and Inspection of Meat	2007-11-30.

### **Term of Contract**

#### **3.1 Delivery Date**

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

### **4. Payment**

#### **4.1 Basis of Payment**

1. The Basis of payment attached hereto as Annex "B" shall be used to price any call-up made pursuant to this Standing Offer.

2. In consideration of the Offeror satisfactorily completing all of its obligations under the call-up, the Offeror will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B".

#### **4.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

#### **4.3 Method of Payment**

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

#### **4.4 Payment by Credit Card**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### **5. Invoicing Instructions**

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.

The following must be followed when submitting invoices:

- a. The invoices must be in sequence with the table in Annex B - Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, subtotal, HST and total.
  - b. The invoice must identify the call-up number
  - c. The invoice must identify the consignee address where the goods were delivered
  - d. Each call-up and consignee point must be invoiced separately
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.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

**6. Insurance**

SACC Manual clause G1005C (2008-05-12) Insurance.



## Annex A - Requirement

No minimum call-ups or cost restriction on orders will apply. When an order is placed, the Project Authority will reference the Standing Offer number as well as the item number and a brief description of each item.

### A.2 Standards

All products shall comply with the following [Canadian Government Specifications Board](#) (CGSB) where indicated in Annex "B" and outlined below and available

CGSB #	PRODUCT DESCRIPTION	STANDARD
32.14	Fresh, Chilled or Frozen Fish & Fish Products	Dec 91
32.14	Preserved Fish (Salted, Dried, Smoked, Pickled)	Aug 91
32.14	Canned Fish	May 91
32.18	Eviscerated Chicken & Chicken Parts	Aug 90
32.18	Turkeys, Eviscerated	Mar 88
32.44	Beef Cuts	Dec 92
32.46	Veal Cuts	Dec 92
32.48	Lamb Cuts	Dec 92
32.5	Pork Cuts	Nov 92
32.56M	Fresh or Frozen Organs	Feb 90
32.60M	Cottage Rolls	Sep 90
32.61M	Back Bacon and Side Bacon	Aug 90
32.63M	Smoked Hams	Jan 91
32.65M	Canned or Boil-in-Bag Ham	Dec 90
32.69M	Fresh or Cooked Sausages	Aug 90
32.72M	Handling, Packaging & Labelling of Meat, Poultry and Fish for Food Services	Dec 91
32.75	Shortening	Mar 89
32.76	Vegetable Oil	Mar 89
32.77	Lard	Mar 89
32.78	Margarine	Mar 89

### A.3 Specifications

Unless otherwise stipulated in the purchase document, Contractor are to ensure that they comply with the standard stated on the item description details in Annex "B".

### A.4 Substitutions

The Contractor must supply the commodity in the size quoted. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Contractor must notify CSC and obtain their acceptance of the replacement size. Any changes to the items must be reflected in an amendment prepared by the Standing Offer Authority.

If the Contractor must substitute one item with an item of higher quality, they cannot charge more than that quoted on the Standing Offer. The Contractor cannot substitute one product with one of lesser quality.

The Contractor must advise the Site/Call-up Authority and receive their authorization to the substitution prior to shipment.

### A.5 Delivery Turn-around requirements

Timely delivery turnaround is imperative. The Contractor shall provide a maximum delivery turn-around time of five business days. The Contractor must notify each Site/Call-up Authority within forty-eight hours

of a call-up if shipment of any product(s) will not be made, in order to allow the Site/Call-up Authority sufficient time to make alternative arrangements for the unavailable product(s). Contractors are expected to deliver to all the destinations as stated in Annex "D".

#### **A.6 Preparation for delivery**

Each container shall be packed in such a manner that the faced shown surface represents the contents, quantity, storage instructions and/or special instructions of the product contained in the package etc. All boxes/cartons must be clearly "labeled" to show Contractor 's name and address. The product shall be provided in containers in the sizes specified by the Site/Call-up Authority and shall be delivered to the Site/Call-up Authority in good condition and show no evidence of deterioration. Contractor s must be prepared to split cases for the smaller institutions if required by Correctional Service of Canada.

#### **A.7 Delivery slips**

The Contractor must supply delivery slips for each delivery. The Contractor mustl issue a credit note to cover discrepancies on delivery. If requested by the Institution any short shipped / rejected items must be replaced within 48 hours or written notification must be sent to each Institution explaining reason for the discrepancies.

#### **A.8 Liability for Defective Products**

If broken or damaged goods are received from a Contractor, their subsequent reshipment to the Crown will be at the Contractor 's own expense. If it is determined following acceptance and during use that the product does not meet the purchase description, standard or specification referred to, the contractor will be required to accept return of the balance of the defective products at his own expense and will be required to rebate a percentage of the price of the products used, based on the extent of the defect. As well, recourse as provided in PWGSC General Terms and Conditions may be initiated by the Crown.

#### **A.9 Unavailable Items**

Upon acceptance of a call-up the Contractor engages in supplying all items described within at the prices indicated. If the items requested cannot be supplied, the Contractor must obtain it from another source respecting the price and delivery deadlines, along with all other terms and conditions of the Standing Offer. If an item is not provided in accordance with the Standing Offer, Correctional Service Canada authorities shall procure the item from another Contractor and the additional costs incurred shall be deducted from the Offeror's invoice with proof. The additional incurred costs represent the difference between the price paid from a third party and the price indicated within the said Standing Offer

**Annex "B-1"**

**Basis of Payment**

As per attached Excel Spreadsheet.

## Annex C - Standing Offers Reporting Form

[illegible]

**ANNEX "D"**

**DESTINATION AND INVOICE ADDRESSES**

**CORRECTIONAL SERVICE CANADA**

**DELIVER TO:**

**CONSIGNEE CODE**

**MAIL INVOICE TO:**

**KINGSTON AND AREA**

Collins Bay Medium Institution  
c/o Frontenac Inst. Stores  
1455 Bath Road  
Kingston, Ontario

21440

Correctional Service Canada  
Collins Bay Institution  
P.O. Box 190  
Kingston ON K7L 4V9

Collins Bay Minimum Institution  
1455 Bath Road  
Kingston, Ontario

21441

Correctional Service Canada  
Frontenac Institution  
P.O. Box 7500  
Kingston ON K7L 5E6

Kingston Penitentiary  
555 King Street West  
Kingston, Ontario

21416

Correctional Service Canada  
Kingston Penitentiary  
P.O. Box 22  
Kingston ON K7L 4V7

Millhaven Institution  
Highway 33  
Millhaven, Ontario

21421

Correctional Service Canada  
Millhaven Institution  
P.O. Box 280  
Bath ON K0H 1G0

Bath Institution  
Highway 33  
Millhaven, Ontario

21423

Correctional Service of Canada  
Bath Institution  
P.O. Box 1500  
Bath ON K0H 1G0

Joyceville Medium Institution  
Highway 15  
Joyceville, Ontario

21450

Correctional Service of Canada  
Joyceville Institution  
PO Box 880  
Kingston ON K7L 4X9

Joyceville Minimum Institution c/o Joyceville Inst. Stores Highway 15 Joyceville, Ontario	21451	Correctional Service of Canada Pittsburgh Inst., c/o Joyceville Inst. P.O. Box 880 Kingston ON K7L 4X9
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Warkworth Institution County Road 29, off Highway 30 Warkworth, Ontario	21460	Correctional Service Canada Warkworth Institution P.O. Box 769 Campbellford ON K0L 1L0
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**GRAND VALLEY INSTITUTION**

Grand Valley Institution for Women 1575 Homer Watson Blvd Kitchener, Ontario N2P 2C5	21465	Grand Valley Institution for Women 1575 Homer Watson Blvd Kitchener, Ontario N2P 2C5
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**BEAVER CREEK INSTITUTIONS**

Beaver Creek Medium Institution C/O Beaver Creek Institution Stores Beaver Creek Drive Gravenhurst, Ontario P1P 1Y2	21422 P.O. Box 5000 Gravenhurst, Ontario P1P 1Y2
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Beaver Creek Minimum Institution Beaver Creek Drive Gravenhurst, Ontario P1P 1Y2	21443 P.O. Box 1240 Gravenhurst, Ontario P1P 1Y2
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