

TABLE OF CONTENTS

Meat, Poultry and Fish, Correctional Services Canada

PART - STANDING OFFER AND CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Procedures
8. Call-up Instrument
9. Limitation of Call-ups
10. Priority of Documents
11. Certifications
12. Applicable Laws

B. CONTRACT CLAUSES

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Payment
5. Invoicing Instructions
6. *SACC Manual* Clauses

- Annex A - Requirement
Annex B - Basis of Payment
Annex C - Standing Offer Reporting Form
Annex D - Destination and Invoice Addresses

Meat, Poultry and Fish, Correctional Services Canada

PART 1 - STANDING OFFER AND 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 A: October 1, 2014 to December 31 2014

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.

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

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: Geoff Hinch

Position: Regional Procurement & Contracting Officer

Regional Headquarters(Ontario)

Correctional Service Canada

Telephone: 613-530-3167

Fax: 613-536-4571

5.3 Offeror's Representative

Melissa Milne

Findlay Foods (Kingston) Ltd.

Tel# (613)384-5331

Fax# (613)384-9290

e-mail: melissam@findlayfoods.com

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 9 October 2014.

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 Ontario.

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: None

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

Kingston Area Annex "A.1"

	Description	Unit of Measure	Unit Price
1	Meat, Lean Beef Ground 80/20 Frozen, CGSB Spec: 32.44 (6-4.5KG)	kg	\$6.40
2	Meat, Lean Beef Ground 80/20 Frozen, CGSB Spec: 32.44 (500 g.)	kg	\$6.99
3	Meat, Beef Bottom Round Outside Flat - Frozen Raw - Spec NAMP 171B Canada A1-A2 or equivalent. 2-11kg	kg.	\$7.78
4	Meat - Beef Patties raw Frozen 112g/4 oz - 80/20, no filler, 1% salt CGSB Spec: 3244	kg	\$5.99
5	Meat - All Beef Salisbury Steaks Frozen, 140 grams/5 oz, raw, CGSB: Spec: 32.44	kg	\$7.56
6	Meat - All Beef Weiners, Frozen, 6 inch, CGSB Spec: 32.44	kg	\$5.24
7	Meat - All Beef Dinner Sausage 7 inch minimum, Frozen, CGSB: Spec: 32.69	kg	\$5.55
8	PORK, Ham, Fresh, Boneless, Frozen & fresh Shank Meat Removed, Cut 1402R, Style 3, 4.5 - 5.4 kg CGSB Spec: 32.72M, 32-GP-50M	kg	\$5.72
9	PORK, Loin, Trimmed, Bone-In, Frozen, Fat Covering 6mm - Max. 10mm, Cut 410, Style 3, 5-6 kg CGSB Spec: 32.72M, 32-GP-50M	kg	\$4.25
10	WEINERS, (frankfurters), skinless, Chilled or Frozen, All-Beef, 12 to the 500g, CGSB Spec: 32.72M, 32-GP-71M	kg	\$5.18

**11 PRESERVED MEAT, Chilled, Any type of
packaging as specified by the user. 32-GP-71M**

a) Salami Beef	kg	\$4.79
b) Mock Chicken Loaf	kg	\$4.29
c) Corned Beef, 16 - 22 kg	kg	\$6.65
d) Bologna, All-Beef	kg	\$6.93
e) Toupie (Virginia) Ham	kg	\$4.75
f) Ham, RTS	kg	\$4.55

**12 SHORTENING, All-Vegetable, General Purpose or
Frying
32-GP-75M**

a) Frying 16 L Pail	pail	24.00
---------------------	------	-------

13 ITALIAN SAUSAGES CGSB Spec:32.72M, 32-GP-69M

kg	5.23
----	------

**14 SAUSAGES, Pure Pork, 12 to the 500g, Frozen, Style 4 or
6 CGSB Spec: 32.72M, 32-GP-69M**

kg	4.49
----	------

**15 SAUSAGES, Pure Beef, 12 to the 500g, Frozen, Style 4 or
5 CGSB Spec: 32.72M, 32-GP-59M**

kg	4.85
----	------

FISH PRODUCTS

**16 a) DIAMOND CUT FILLET, BATTER CRISP, IQF,
57 gr portions, 454 gr pack**

kg	\$5.69
----	--------

**17 POLLOCK, Fillet, Type 2, Raw, Boned, IQF
Skinned, Average Size: 2-4 oz, 32.72M**

kg	\$3.20
----	--------

**18 Fish - Basa Filet - IQF, 6 -8 oz Chilean, Frozen,
CGSB Spec: 32.141M**

kg	\$4.40
----	--------

19 FISH BURGERS

kg	\$8.00
----	--------

POULTRY PRODUCTS			
20	CHICKENS, EVISCERATED, WHOLE, CLASS1, TYPE3-FROZEN, CANADA GRADE A, RAWSTYLE, INDIVIDUALLY VACUUM PACKED WITHOUT NECK, GIBLETS, AND FEET-WEIGHTRANGE 1.8 TO 2.3 KG CGSB SPEC 32-GP-181M	kg	\$3.99
21	CHICKEN LEGS, BACKS ATTACHED, CANADA GRADE A, WEIGHT RANGE 9-12 OZ, 18 KG BOXVACUUM PACKED, FRESH	kg	\$3.10
22	CHUNKY CHICKEN MEAT cooked ,IQF natural proportion , dark meat 4.5kg bag CGSB Spec: 32.72 M	kg	\$5.80
23	CHICKEN BURGERS, BREADED, FROZEN, PACKAGED 4.5 KG, 50 X 90 GRAM PORTIONS100% WHITE MEAT	kg	\$3.50
24	CHICKEN ROLL, ALL WHITE, COOKED2 PIECES OF 4 KG AVERAGE/BOX	kg	\$6.78
25	TURKEY, FROZEN, CANADA GRADE A,INDIVIDUAL WEIGHT RANGE5-6 KG, MAXIMUMOF 4 PER CASE, INDIVIDUALLY WRAPPED, FROZEN	kg	\$3.85

Gravenhurst Area Annex "A.2"

	Description	Unit of Measure	Unit Price
1	Meat, Lean Beef Ground 80/20 Frozen, CGSB Spec: 32.44 (6-4.5KG)	kg	\$6.99
2	Meat, Lean Beef Ground 80/20 Frozen, CGSB Spec: 32.44 (500 g.)	kg	\$7.21
3	Meat, Beef Bottom Round Outside Flat - Frozen Raw - Spec NAMP 171B Canada A1-A2 or equivalent. 2-11kg	kg.	\$8.59
4	Meat - Beef Patties raw Frozen 112g/4 oz - 80/20, no filler, 1% salt CGSB Spec: 3244	kg	\$6.25
5	Meat - All Beef Salisbury Steaks Frozen, 140 grams/5 oz, raw, CGSB: Spec: 32.44	kg	\$6.99
6	Meat - All Beef Weiners, Frozen, 6 inch, CGSB Spec: 32.44	kg	\$5.99
7	Meat - All Beef Dinner Sausage 7 inch minimum, Frozen, CGSB: Spec: 32.69	kg	\$5.95
8	PORK, Ham, Fresh, Boneless, Frozen & fresh Shank Meat Removed, Cut 1402R, Style 3, 4.5 - 5.4 kg CGSB Spec: 32.72M, 32-GP-50M	kg	\$5.92
9	PORK, Loin, Trimmed, Bone-In, Frozen, Fat Covering 6mm - Max. 10mm, Cut 410, Style 3, 5-6 kg CGSB Spec: 32.72M, 32-GP-50M	kg	\$4.85
10	WEINERS, (frankfurters), skinless, Chilled or Frozen, All-Beef, 12 to the 500g, CGSB Spec: 32.72M, 32-GP-71M	kg	\$5.34

**11 PRESERVED MEAT, Chilled, Any type of
packaging as specified by the user. 32-GP-71M**

a) Salami Beef	kg	\$4.99
b) Mock Chicken Loaf	kg	\$4.79
c) Corned Beef, 16 - 22 kg	kg	\$6.95
d) Bologna, All-Beef	kg	\$7.35
e) Toupie (Virginia) Ham	kg	\$5.10
f) Ham, RTS	kg	\$4.99

**SHORTENING, All-Vegetable, General Purpose or
Frying
32-GP-75M**

12	a) Frying 16 L Pail	pail	\$26.25
13	ITALIAN SAUSAGES CGSB Spec:32.72M, 32-GP-69M	kg	\$5.95
14	SAUSAGES, Pure Pork, 12 to the 500g, Frozen, Style 4 or 6 CGSB Spec: 32.72M, 32-GP-69M	kg	\$4.95
15	SAUSAGES, Pure Beef, 12 to the 500g, Frozen, Style 4 or 5 CGSB Spec: 32.72M, 32-GP-59M	kg	\$5.20

FISH PRODUCTS

16	a) DIAMOND CUT FILLET, BATTER CRISP, IQF, 57 gr portions, 454 gr pack	kg	\$5.99
17	POLLOCK, Fillet, Type 2, Raw, Boned, IQF Skinned, Average Size: 2-4 oz, 32.72M	kg	\$3.80
18	Fish - Basa Filet - IQF, 6 -8 oz Chilean, Frozen, CGSB Spec: 32.141M	kg	\$4.85
19	FISH BURGERS	kg	\$9.95

POULTRY PRODUCTS

20	CHICKENS, EVISCERATED, WHOLE, CLASS1, TYPE3-FROZEN, CANADA GRADE A, RAWSTYLE, INDIVIDUALLY VACUUM PACKED WITHOUT NECK, GIBLETS, AND FEET-WEIGHTRANGE 1.8 TO 2.3 KG CGSB SPEC 32-GP-181M	kg	\$4.15
21	CHICKEN LEGS, BACKS ATTACHED, CANADA GRADE A, WEIGHT RANGE 9-12 OZ, 18 KG BOXVACUUM PACKED, FRESH	kg	\$3.25
22	CHUNKY CHICKEN MEAT cooked ,IQF natural proportion , dark meat 4.5kg bag CGSB Spec: 32.72 M	kg	\$6.20
23	CHICKEN BURGERS, BREADED, FROZEN, PACKAGED 4.5 KG, 50 X 90 GRAM PORTIONS100% WHITE MEAT	kg	\$4.08
24	CHICKEN ROLL, ALL WHITE, COOKED2 PIECES OF 4 KG AVERAGE/BOX	kg	\$7.05
25	TURKEY, FROZEN, CANADA GRADE A,INDIVIDUAL WEIGHT RANGE5-6 KG, MAXIMUMOF 4 PER CASE, INDIVIDUALLY WRAPPED, FROZEN	kg	\$4.25

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

Warkworth Institution
County Road 29, off Highway 30
Warkworth, Ontario

21460

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

BEAVER CREEK 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

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

21443
P.O. Box 1240
Gravenhurst, Ontario
P1P 1Y2