



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067

## Revision to a Request for a Standing Offer

## Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless  
otherwise indicated, all other terms and conditions of the  
Offer remain the same.

Ce document est par la présente révisé; sauf indication  
contraire, les modalités de l'offre demeurent les mêmes.

## Comments - Commentaires

## Vendor/Firm Name and Address

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

## Issuing Office - Bureau de distribution

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

<b>Title - Sujet</b> Meat, Fish and Poultry	
<b>Solicitation No. - N° de l'invitation</b> 21401-155232/A	<b>Date</b> 2015-11-13
<b>Client Reference No. - N° de référence du client</b> 21401-15-5232	<b>Amendment No. - N° modif.</b> 002
<b>File No. - N° de dossier</b> KIN-5-44078 (690)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-690-6702	
<b>Date of Original Request for Standing Offer</b> Date de la demande de l'offre à commandes originale 2015-10-30	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-09-22</b>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Rider, Kim (Buyer)	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Telephone No. - N° de téléphone</b> (613) 449-4531 ( )	<b>Buyer Id - Id de l'acheteur</b> kin690
<b>FAX No. - N° de FAX</b> (613) 545-8067	
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

<b>Acknowledgement copy required</b> <b>Accusé de réception requis</b>	<b>Yes - Oui</b> <input type="checkbox"/>	<b>No - Non</b> <input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
<b>For the Minister - Pour le Ministre</b>		

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- |        |  |
|--------|--|
| Part 1 | General Information: provides a general description of the requirement;  |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;  |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;  |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;  |
| Part 5 | Certifications: includes the certifications to be provided;  |
| Part 6 | Security, Financial and Insurance Requirements;  |
| Part 7 | 76A, 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

### **1.2 Summary**

Correctional Services of Canada has a requirement for the provisions of meat, fish, and poultry on an "as and when" required basis. This requirement has several delivery locations as detailed in Annex A, Requirement, herein. It is the intention of Canada to issue one Regional Individual Standing Offer for the Kingston area Institutions, one Regional Individual Standing Offer for the Beaver Creek Complex minimum and medium Institutions. All of the destinations can be viewed in Annex C, Destination Addresses, attached herein.

An Offeror can submit an offer for one location or all locations. In the case of an Offeror that is the successful Offeror of both locations, only one Regional Individual Standing Offer will be issued for that period.

Period of Standing Offer from date of issue to 31 December 2016, divided into 4 three month periods as follows.

PERIOD 01: Issuance to 31 March 2016  
PERIOD 02: 01 April 2016 to 30 June 2016  
PERIOD 03: 01 July 2016 to 30 September 2016

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PERIOD 04: 01 October 2016 to 31 December 2016

Note: Offers must be submitted for each period as per the schedule in Annex D, Closing date schedule. Offerors may present offers on any period of their choice.

1.2.1 "The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

### 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### 1.4 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

### 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>) 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 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.2 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>

## **2.3 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.

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

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

## **2.5. Applicable Laws**

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

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

# **PART 3 - OFFER PREPARATION INSTRUCTIONS**

## **3.1. Offer Preparation Instructions**

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

Section I: Financial Offer (1 hard copy) and 1 soft copy electronically

Section II: Certifications (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.

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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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 Basis of Payment detailed in "Annex B, Basis of Payment"). The total amount of Applicable Taxes must be shown separately.

**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**

### Annex B - WORKING DOCUMENTS (EXCEL FILE)

The working documents include the Schedule of Closing Dates as well as Closing Pages and List of Products for each period.

The Schedule of Closing Dates (Annex D) specifies the Closing Dates for each period. It is important to use the appropriate Closing page, matching the period for which the offer applies.

The Offerors will complete the List of Products for the Kingston Area or Gravenhurst Institution or both using the Excel file and ensure that it has been properly filled out and contains all required information.

That list, once printed, will be sent to the bid receiving unit with the other required documents, before being transmitted to the above mentioned e-mail address.

#### 3.1.1 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.

### 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation,

#### Section II: Certifications

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Mandatory Financial Evaluation 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.**

#### 4.1.2 Financial Evaluation

Annex B1 & B2 will be evaluated separately using the following criteria:

The Offeror must complete and submit with its offer, Annex B1A - Basis of Payment, Kingston Area locations and/or Annex B2 – Basis of Payment, Beaver Creek Complex in Canadian Funds. Pricing must be provided for all line items as listed.

Offers meeting the requirements of the Mandatory Financial Evaluation will be assessed to arrive at an Aggregate Value based on the estimated usage provided herein at Annex "B" and "FOB Destination", as indicated.

The estimated usage provided herein is for the sole purpose of establishing an evaluation tool, based only on best estimate and in no way reflect the actual usage's expected or any commitment on the part of the Crown.

Offers will be evaluated based on the prices detailed in Annex B - Basis of Payment.

Definition of Extended Price: The line item prices are multiplied by the estimate usage to arrive at an extended price.

Definition of Aggregate Value: The Aggregate Value is the sum of all the extended prices.

It is the intention of Canada to issue up to a maximum of (2) Standing Offers for this requirement. One Standing Offer will be for the Kingston Area Institutions, Annex B1 – Basis of Payment and one Standing Offer for the Beaver Creek/Fenbrook Institutions B2. If the same Offeror is deemed successful on all Annexes B1A, & B2, then only one (1) Standing Offer will be issued for that period.

#### 4.1.3 Mandatory Financial Criteria

SACC Manual Clause M0220T (2013-04-25), Evaluation of Price



## **4.2 Basis of Selection**

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

## **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.

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

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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 ([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 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" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

### **6.1 Security Requirements**

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:

Institution:	Collins Bay Medium Institution
Contact Name:	Andre Desjardins
Telephone Number:	(613) 536-6257
E-mail Address:	<a href="mailto:Andre.Desjardins@CSC-SCC.GC.CA">Andre.Desjardins@CSC-SCC.GC.CA</a>

Institution:	Collins Bay Minimum Institution
Contact Name:	Philomena McClelland
Telephone Number:	(613) 536-4230
E-mail Address:	<a href="mailto:Philomena.McClelland@CSC-SCC.GC.CA">Philomena.McClelland@CSC-SCC.GC.CA</a>

Institution:	Millhaven Institution
Contact Name:	Mic Compeau
Telephone Number:	(613) 351-8178
E-mail Address:	<a href="mailto:Mic.Compeau@CSC-SCC.GC.CA">Mic.Compeau@CSC-SCC.GC.CA</a>

Institution:	Bath Institution
Contact Name:	Tom Gencarelli
Telephone Number:	(613) 351-8008
E-mail Address:	<a href="mailto:Thomas.Gencarelli@CSC-SCC.GC.CA">Thomas.Gencarelli@CSC-SCC.GC.CA</a>

Institution:	Joyceville Medium Institution
Contact Name:	Corey Beckstead
Telephone Number:	(613) 536-6604
E-mail Address:	<a href="mailto:Corey.Beckstead@CSC-SCC.GC.CA">Corey.Beckstead@CSC-SCC.GC.CA</a>

Institution:	Joyceville Minimum Institution
Contact Name:	Corey Beckstead
Telephone Number:	(613) 536-6604
E-mail Address:	<a href="mailto:Corey.Beckstead@CSC-SCC.GC.CA">Corey.Beckstead@CSC-SCC.GC.CA</a>

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

Institution: Beaver Creek Medium Institution  
Contact Name: Peter Colles  
Telephone Number: (705) 687-1711  
E-mail Address: [Peter.Colles@CSC-SCC.GC.CA](mailto:Peter.Colles@CSC-SCC.GC.CA)

Institution: Beaver Creek Minimum Institution  
Contact Name: Peter Colles  
Telephone Number: (705) 687-1711  
E-mail Address: [Peter.Colles@CSC-SCC.GC.CA](mailto:Peter.Colles@CSC-SCC.GC.CA)

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "B".

#### 7.2 Security Requirements

See Part 6 above.

#### 7.3 Standard Clauses and Conditions

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

##### 7.3.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 7.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "B". 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 quarterly reporting periods are defined as follows:

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- 1st quarter: January 1 to March 31;
- 2nd quarter: April 1 to June 30;
- 3rd quarter: July 1 to September 30;
- 4th quarter: October 1 to December 31.

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

#### **7.4 Term of Standing Offer**

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

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

PERIOD 01: Issuance to 31 March 2016  
PERIOD 02: 01 April 2016 to 30 June 2016  
PERIOD 03: 01 July 2016 to 30 September 2016  
PERIOD 04: 01 October 2016 to 31 December 2016

#### **7.5. Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Kim Rider  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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

##### **7.5.2 Project Authority**

The Project Authority for the Standing Offer is 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.

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### 7.5.2 Offeror's Representative

Name: \_\_\_\_\_  
Telephone # \_\_\_\_\_  
Fax # \_\_\_\_\_  
Email Address \_\_\_\_\_

### 7.6 Identified Users

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

### 7.7 Call-up Procedures & Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up against a Standing Offer, etc.).

### 7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

### 7.9 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services
- e) the general conditions 2010A (2015-09-03) ; General Conditions - Goods that will apply to the contract
- f) Annex A, Requirement ;
- g) Annex B, Basis of Payment ;
- k) the Offeror's offer dated \_\_\_\_\_

### 7.10 Certifications

#### 7.10.1 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.

## 7.11 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 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.

### 7.1 Requirement

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

2010A (2015-09-03), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

#### 7.2.2 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.

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

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

### 7.4 Payment

#### 7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ (insert at time of 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 Contracting Authority before their incorporation into the Work.

#### 7.4.2 Limitation of Price

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

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### **7.4.3 Multiple Payments**

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

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

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

### **7.5 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. 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.

### **7.6 Insurance**

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

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## 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.



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#### **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

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## **ANNEX B**

### **BASIS OF PAYMENT**

#### **Annex B-1 - Kingston Area**

#### **Annex B-2 – Beaver Creek Complex**

Prices stated in Annex B are firm for the period of the Standing Offer.

**Annex B1 & B2 are attached Excel Spreadsheet**

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## ANNEX "C"

### DELIVERY DESTINATION ADDRESSES

#### Annex B1 – Kingston Area Institutions

DELIVER TO:	CONSIGNEE CODE	MAIL INVOICE TO:
Collins Bay Medium Institution c/o Frontenac Inst. Stores 1455 Bath Road Kingston, Ontario	21440	Correctional Service Canada Collins Bay Institution P.O. Box 190 Kingston ON K7L 4V9
Collins Bay Minimum Institution 1455 Bath Road Kingston, Ontario	21441	Correctional Service Canada Frontenac Institution P.O. Box 7500 Kingston ON K7L 5E6
Millhaven Institution Highway 33 Millhaven, Ontario	21421	Correctional Service Canada Millhaven Institution P.O. Box 280 Bath ON K0H 1G0
Bath Institution Highway 33 Millhaven, Ontario	21423	Correctional Service of Canada Bath Institution P.O. Box 1500 Bath ON K0H 1G0
Joyceville Medium Institution Highway 15 Joyceville, Ontario	21450	Correctional Service of Canada Joyceville Institution P.O. Box 880 Kingston ON K7L 4X9
Joyceville Minimum Institution c/o Joyceville Inst. Stores Highway 15 Joyceville, Ontario	21451	Correctional Service of Canada Pittsburgh Inst., c/o Joyceville Inst P.O. Box 880 Kingston ON K7L 4X9
Warkworth Institution County Road 29, off Highway 30 Warkworth, Ontario	21460	Correctional Service Canada Warkworth Institution P.O. Box 769 Campbellford ON K0L 1L0

#### Annex B2 – Beaver Creek Complex

Beaver Creek Medium Institution c/o Beaver Creek Institution Stores Beaver Creek Drive Gravenhurst, Ontario	21422	Correctional Service of Canada P.O. Box 5000 Gravenhurst, ON P1P 1Y2
Beaver Creek Minimum Institution Beaver Creek Drive Gravenhurst, Ontario	21443	Correctional Service of Canada P.O. Box 1240 Gravenhurst, ON P1P 1Y2

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## ANNEX "D"

### CLOSING DATE SCHEDULE

This package contains offer packages with separate closing dates. Please ensure when submitting your offer package you have the correct front page.

The Closing Dates are as follows:

21401-155133/A	Closes December 16, 2015
21401-155133/B	Closes March 24, 2016
21401-155133/C	Closes June 23, 2016
21401-155133/D	Closes September 22, 2016

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Amendment #2.

See Attached - RFP