

## 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**

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

### Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

**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

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## Ontario

K7L 1X3

<b>Title - Sujet</b> Miscellaneous Groceries	
<b>Solicitation No. - N° de l'invitation</b> 21401-165028/A	<b>Date</b> 2016-11-09
<b>Client Reference No. - N° de référence du client</b> 21401-16-5028	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-508-7047
<b>File No. - N° de dossier</b> KIN-6-46144 (508)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-12-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Weaver, Tammy	<b>Buyer Id - Id de l'acheteur</b> kin508
<b>Telephone No. - N° de téléphone</b> (613)484-1809 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> CORRECTIONAL SERVICE OF CANADA VARIOUS LOCATIONS 443 UNION STREET P.O. BOX 1174 KINGSTON Ontario K7L4Y8 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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KIN-6-42140

Buyer ID - Id de l'acheteur  
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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

1.2.1 To establish Regional Individual Standing Offer(s) to supply and deliver grocery products on an "as and when" requested basis to Correctional Service of Canada, Kingston area Institutions including Warkworth Institution in Warkworth, Ontario and Beaver Creek Minimum and Medium Institutions in Gravenhurst, Ontario as detailed herein at Annex B and Annex C, during the period of the standing offer.

1.2.2 Period of the Standing Offer will be from 01-January 2017 to 30 June 2017.

1.2.3 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 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) (<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 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.2 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.

Once the offer has been completed and submitted to the Bid Receiving Unit, a copy of the Basis of Payment (Excel file) may be forwarded by e-mail to: [kingston.procurement@pwgsc.gc.ca](mailto:kingston.procurement@pwgsc.gc.ca)

### 2.3 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.

### 2.4 Applicable Laws

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

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

### 2.5. Canadian General Standards Board - Standards

A copy of the Specifications is available and may be purchased from:

Canadian General Standards Board Sales Centre

Place du Portage, Phase III, 6B1

11 Laurier Street

Gatineau, Quebec

Telephone: (819) 956-0425 or 1-800-665-CGSB (Canada only)

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>

## 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, excel file provided, by e-mail to:  
[Kingston.procurement@pwgsc.gc.ca](mailto:Kingston.procurement@pwgsc.gc.ca)

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.

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) (<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 Annex B and Annex C, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

#### Annex B - Basis of Payment (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 the file, by e-mail at the following address:

[kingston.procurement@pwgsc.gc.ca](mailto:kingston.procurement@pwgsc.gc.ca)

### 3.1.1 Electronic Payment of Invoices - Offer

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

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

### 3.1.2 Exchange Rate Fluctuation

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

**Section II: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## 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 Financial Evaluation

##### 4.1.1.1 Mandatory Financial Criteria

Pricing must be provided for all line items as listed and a %'age mark-up amount.

##### 4.1.1.2 Financial Evaluation Criteria

Offerors may submit offers for all of the geographic areas listed in Annex "B" and Annex C Basis of Payment.

The geographical areas in **Pricing Basis "B" and "C"** 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.

Offers will be evaluated in Canadian currency, Incoterms 2000 "DDP Delivered Duty Paid, Goods and Services Tax (GST) and Harmonized Sales Tax (HST) excluded based on the unit prices detailed in Annex B and Annex C.

The estimated usages provided in Annex B and Annex C are for the sole purpose of establishing an evaluation tool. These usages are based only on best estimate and in no way reflect the actual usages expected or any commitment on part of the Crown.

##### 4.1.1.3 SACC Manual Clause [M0220T](#) (2013-04-25), Evaluation of Price

##### 4.1.1.4 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 ten (10) 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 outside the 15% variance will be made by the Standing Offer Authority through an amendment to the Request for Standing Offer document. The offeror cannot substitute sizes in their offer that have exceeded the 15% variance.

#### **4.2 Basis of Selection**

- 4.2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

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

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

##### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

#### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

##### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.



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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

6.2.1 **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.

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:

Tom Tinney

Telephone (613) 545-8266

Facsimile (613) 536-4571

Email [tinneytj@csc-scc.gc.ca](mailto:tinneytj@csc-scc.gc.ca)

#### 6.3 Standard Clauses and Conditions

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

##### 6.3.1 General Conditions

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.3.2 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 "F". 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.

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**The data must be submitted at the standing offer period 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.

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from 01 January 2017 to 30 June 2017. 2016.

##### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified below:

#### **KINGSTON AND AREA**

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

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## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Tammy Weaver  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 86 Clarence Street, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3  
Telephone: (613) 545-8059/613-484-1809  
Facsimile: (613) 545-8067  
E-mail address: [Tammy.Weaver@pwgsc.gc.ca](mailto:Tammy.Weaver@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.

### 6.5.2 Project Authority

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

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

### 6.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Correctional Service Canada

## 6.7 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.

## **6.8 Limitation of Call-ups**

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

## **6.9 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment including appendices;
- g) the Offeror's offer dated \_\_\_\_\_.

## **6.10 Certifications and Additional Information**

### **6.10.1 Compliance**

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

## **6.11 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Requirement**

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

## **6.2 Standard Clauses and Conditions**

### **6.2.1 General Conditions**

2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts, of 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

## **6.2.2 SACC Manual Clauses**

SACC Manual Clause D0014C (2007-11-30) Delivery of Fresh Chilled or Frozen Products

SACC Manual Clause D0018C (2007-11-30) Delivery and Unloading

B7500C Excess Goods 2006-06-16

D3007C Inspection and Stamping 2007-11-30

## **6.3 Term of Contract**

### **6.3.1 Period of the Contract**

The period of the Contract are as follows 1 January 2017 to 30 June 2017.

### **6.3.2 Delivery Date**

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

## **6.4 Payment**

### **6.4.1 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 and Annex "C".

### **6.4.2 Limitation of Price**

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

### **6.4.3 Method of Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

### **6.4.4 Electronic Payment of Invoices – Call-up**

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

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

## **6.5 Invoicing Instructions**

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

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.6 Insurance**

SACC Manual clause G1005C (2016-01-28) Insurance

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## **ANNEX "A" – REQUIREMENT**

### **DELIVERY**

#### **A.1 DELIVERY TIME**

Delivery turnaround is imperative. The Contractor will provide a maximum delivery turn-around time of five business days. The Supplier must notify each Project Authority within forty-eight hours of a callup. If shipment of any product(s) will not be made, in order to allow the Project Authority sufficient time to make alternative arrangements for the unavailable product(s). Contractor are expected to deliver to all the destinations as stated herein.

#### **A.2. 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 "labelled" to show Contractor's name and address. The product shall be provided in containers in the sizes specified by the Project Authority and shall be delivered in good condition and show no evidence of deterioration. The Contractor must be prepared to split cases for the smaller institutions if required by Correctional Service of Canada.

#### **A.3. DELIVERY SLIPS**

The Contractor shall supply delivery slips for each delivery. The Contractor will issue a credit note to cover discrepancies on delivery. If requested by 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.

### **B. ITEM SIZES**

The Contractor must supply items in the size identified in Annex "B" Basis of Payment.

### **C. SPECIAL INSTRUCTIONS**

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.

### **D. SPECIFICATIONS**

Contractors are to ensure that they comply with the standard stated on the item description details in Annex "B" Basis of Payment

### **E. FINAL INSPECTION & PRODUCT ACCEPTANCE/REJECTION**

Inspection and acceptance will rest with the Project Authority at the delivery destination. All products supplied shall be free of signs of deterioration, spoilage, filth or damage by rodents or insects. The Project Authority will have the right to reject product at the time of delivery and any unacceptable product(s) will be removed immediately by the Contractor. Rejected items discovered after delivery must be picked-up within 1 working day of notification of the rejection. Rejected product(s) must be replaced within 1 working day of notification.

### **F. GLASS CONTAINERS ARE NOT ALLOWED**

### **G. BACK ORDERS**

No back orders will be accepted unless arranged in advance with the Project Authority or authorized designate.

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Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-6-42140

Buyer ID - Id de l'acheteur  
KIN508  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B" - BASIS OF PAYMENT**

In accordance with Annex(es) "B-1", firm, all-inclusive unit prices (exclusive of HST) in Canadian Currency. H.S.T., if applicable, is extra to the prices herein and shall be shown on any invoice as a separate item. Customs duties are included.

**Incoterms 2000 "DDP Delivered Duty Paid"**

## **Annex(es) B-1: English Kingston area.xlsx and English Beaver Creek Inst.xlsx**

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**ANNEX 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS - ELECTRONIC PAYMENT INSTRUMENTS**

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

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



