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## REGIONAL INDIVIDUAL STANDING OFFER FOOD - POTATO CHIPS - (CANTEEN)

### PART 1 - GENERAL INFORMATION

#### 1.0 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, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, and the Standing Offer Usage Report.

#### 2.0 Summary

A Regional Individual Standing Offer for the supply and delivery of Canteen Potato Chips, as required by Correctional Services Canada, Stony Mountain Institution, Stony Mountain, Manitoba. The period of the Standing Offer will be from Date of award to 31 March 2013. Brands specified are required as they will be purchased with non public funds.

#### 3.0 Debriefings

After issuance of a standing offer, 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**

### **1.0 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) 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, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

### **1.1 SACC manual Clauses**

M0220T (2007-05-25), Evaluation of Price

M0019T (2007-05-25), Firm Price and/or Rates

B4024T (2006-08-15), No Substitute Products

### **2.0 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.

### **3.0 Enquiries - Request for Standing Offers**

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

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

### **4.0 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 Manitoba.

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

### 1.0 Offer Preparation Instructions

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

Section I: Financial Offer (1 hard copy) and one (1) soft copy, Excel file, by e-mail.

Section II: Certifications (1 hard 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 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 Annex B, Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

### 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

### 1.0 Evaluation Procedures

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

### 1.1 Financial Evaluation

SACC Manual Clause M0222T (2010-01-11), Evaluation of Price

Financial offers will be assessed as follows:

STEP 1: For each line item, Firm Unit Price x Estimated Quantity = Evaluated Total  
STEP 2: Aggregate of Extended Price = Evaluated Total

### 2.0 Basis of Selection

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

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors'

compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

## **1.0 Certifications Precedent to Issuance of a Standing Offer**

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

### **1.1 Federal Contractors Program - Certification**

#### **Federal Contractors Program - Over \$25,000 and Below \$200,00**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason

other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

(d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.



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**PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

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**A. STANDING OFFER****1.0 Offer**

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

**2.0 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

**2.1 General Conditions**

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

**2.2 Standing Offers Reporting****2.2.1 Periodic Usage Reports - Standing Offer**

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 the reporting requirements detailed in **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 quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than three (3) calendar days after the end of the reporting period.

**3.0 Term of Standing Offer****3.1 Period of the Standing Offer**

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The period for making call-ups against the Standing Offer is from Date of Award to 31 March 2013.

#### **4.0 Authorities**

##### **4.1 Standing Offer Authority**

The Standing Offer Authority is:

Monique Beaudette  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Suite 100-167 Lombard Avenue  
P.O. Box 1408  
Winnipeg, MB R3C 2Z1  
Telephone No.: (204) 983-6676  
Facsimile No.: (204) 983-7796  
E-mail address: *monique.beaudette@pwgsc-tpsgc.gc.ca*

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

##### **4.2 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.

##### **4.3 Offeror's Representative TBD**

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

#### **5.0 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Services Canada, Stony Mountain Institution, Stony Mountain, Manitoba.

#### **6.0 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.

## 7.0 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$TBD (Goods and Services Tax or Harmonized Sales Tax included).

### 7.1 Delivery Call ups

Delivery FOB Stony Mountain Institution, Stony Mountain, MB shall be made within two (2) calendar days from receipt of call up. The contractor shall advise the Project Authority within one (1) day of any delays and/or item shortage.

When a Call-up of \$200.00 or more is issued;

All orders are to be FOB destination, including all delivery and transportation charges unless otherwise specified at the time of call-up.

Delivery point to be specified at time of order. Delivery times are to be Monday - Friday, 0830 to 1530 hours unless prior arrangements are made.

CALL-UP FORM: Authorized call-up against this Standing Offer shall be made using one of the following:

DSS 942 for payment by invoice or acquisition card, Local Form 001 - for payment by invoice or acquisition card, or phone call - for payment by acquisition card only.

When a call-up with a total dollar value of less than \$200.00 is issued;

Transportation charges shall be prepaid and charged as a separate item on the invoice at the suppliers cost. The transportation charges must be supported with a paid copy of the transportation bill as requested by the consignee. As this will be a rare occurrence all evaluations will be based on the assumption that individual call-ups will be greater than \$200.00.

## 8.0 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$TBD (Goods and Services Tax or Harmonized Sales Tax excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 9.0 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 (2012-03-12), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2029 (2012-03-12), General Conditions - Goods or Services (Low Dollar Value);
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) Annex C, Standing Offer Usage Report
- (h) the Offeror's offer \_\_\_\_\_.

## **10.0 Certifications**

### **10.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or 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.

## **11.0 SACC Manual Clauses**

M3000C (2006-08-15) Price Lists

## **12.0 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 Manitoba.

## **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.

### **1.0 Requirement**

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

### **2.0 Standard Clauses and Conditions**

#### **2.1 General Conditions**

2029 (2012-03-02), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section 12 Interest on Overdue Accounts of 2029 (2012-03-02), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

### 3.0 Term of Contract

#### 3.1 Period of the Contract

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

### 4.0 Payment

#### 4.1 Basis of Payment - Firm Price

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 **\$ TBD at time of call-up**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

#### 4.2 Limitation of Price

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

#### 4.3 Method of Payment

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

#### 4.4 Payment by Credit Card

The following credit card(s) are accepted: TBD

### 5.0 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.

Each invoice must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### 6.0 SACC Manual Clauses

B7500C

Excess Goods

2006-06-16

D0018C

Delivery and Unloading

2007-11-30

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D5328C  
G1005C

Inspection and Acceptance  
Insurance

2007-11-30  
2008-05-12

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**Requirement****ANNEX A**

A Regional Individual Standing Offer for the supply and delivery of Canteen Potato Chips, as required by Correctional Services of Canada, Stony Mountain in Stony Mountain, Manitoba. The Standing Offer will be in effect from Date of Award to March 31, 2013.

**Mandatory Delivery** - Delivery is to be made Monday to Friday, 08:30 to 15:30 hours; unless prior arrangements have been made.

Delivery is to be made within forty-eight (48) hours from receipt of call-up. Urgent requirements may require delivery within twenty-four (24) hours from receipt of call-up. The delivery location shall be specified on each individual call-up document. Deliveries shall be made a minimum of three times per week, including at least once on Saturday or Sunday, as required to meet the mandatory delivery time period of forty-eight (48) hours. Same day delivery may be required and requested at time of order on in-stock items. **Delivery to be made by Industry Standard Truck.** Drivers of delivery vehicles shall be provided with a pick-up receipt book.

Twenty-four (24) hour replacement of rejected products is mandatory.

Invoice MUST accompany shipment and show which Standing Offer it applies to. Payment will be made within thirty (30) days of receipt of invoice or items -- whichever is received later.

All deliveries are to be FOB Correctional Services Canada, Stony Mountain, Stony Mountain, MB, including all delivery and off-loading charges.

Products offered must be in accordance with Canadian General Standards Board Specifications (CGSB). All packaging and labeling must be in accordance with CGSB Standards. Individual packaging and labeling of product must indicate "Best Before" date on packaging.

**Substitution**

No items shall be substituted unless the substitution is authorized on the call-up document by the Technical Authority.

**Expiry Dates**

Products which normally have expiry dates, must have an expiration date of at least (1) one week or 3 months past the delivery date as applicable to the commodity type.

**Quantities**

The estimated quantities can be found in Annex "B" - Working Documents. The quantities provided are provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the crown.

**Rejection of Shipment**

A Notice of Rejection will be completed when any aspect of the delivery does not comply with the specified quality standards, even if the shipment has been accepted. The rejection notice must be completed and submitted within 24 hours of acceptance. An unsatisfactory condition report will be initiated and sent to the contractor and PWGSC.



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The Contractor agrees, upon notification of rejection, to replace any rejected item on the next scheduled food order delivery when still required by the Corrections Canada Food representative. If the rejected item is replaced it shall be in the same quantity and at the same cost as the original order. Discounting for damage goods will not be accepted. The Consignee will have the right to reject products at the same time of delivery and the Contractor will remove unacceptable products immediately

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## **Basis of Payment**

## **ANNEX B**

### **Basis of Payment**

You are requested to quote Firm Unit Price(s), GST Extra, F.O.B. Destination - Stony Mountain Institution, Stony Mountain, Manitoba, including all delivery and off-loading charges, for the following items:

**Please see attached Annex B, Basis of Payment Evaluation Table**

**Bidders shall provide pricing as per unit of issue requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so may render the bid non-responsive without further consideration. No substitutes will be accepted.**

***Lists of items and quantities are estimated sample lists established for evaluation purposes only and do not represent a commitment on behalf of Canada***

**NOTE: This section, when completed, will be considered as the offeror's Financial Proposal.**

### **Special Offers**

Special offerings due to year end or surplus manufacturing runs, special job lots, sales, etc. shall be made available as they occur if of lessor cost than under the pricing arrangement in the Standing Offer.

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## Standing Offer Usage Report

## ANNEX C

Return to:

ATTN.: Monique Beaudette  
Public Works and Government Services Canada  
Acquisitions Branch  
Facsimile: (204) 983-7796  
Telephone: (204) 983-6676  
Email: monique.beaudette@pwgsc-tpsgc.gc.ca

### Quarterly Usage Report Schedule:

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

REPORT ON THE VOLUME OF BUSINESS WITH FEDERAL GOVERNMENT DEPARTMENTS AND AGENCIES

SUPPLIER: \_\_\_\_\_

STANDING OFFER NO: \_\_\_\_\_

DEPARTMENT OR AGENCY: \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_

Item No.	Call-Up/contract No. Description	Value of the Call-Up/Contract	GST/HST

(A) Total Dollar Value Call-ups for this reporting period:	
(B) Accumulated Call-Up totals to date:	
(A + B) Total Accumulated Call-Ups	

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

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PREPARED BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_