

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338**

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 Canada - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

| | |
|--|---|
| Title - Sujet Food - Soft Drinks (Canteen) | |
| Solicitation No. - N° de l'invitation 21510-128522/A | Date 2012-02-21 |
| Client Reference No. - N° de référence du client 21510-128522 | GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-205-7938 |
| File No. - N° de dossier WPG-1-34395 (205) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-03-07 | Time Zone Fuseau horaire Central Standard Time CST |
| Delivery Required - Livraison exigée See Herein | |
| Address Enquiries to: - Adresser toutes questions à: Beaudette, Monique | Buyer Id - Id de l'acheteur wpg205 |
| Telephone No. - N° de téléphone (204)983-6676 () | FAX No. - N° de FAX (204)983-7796 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA STONY MOUNTAIN INSTITUTION BLDG C17, HWY #7 NORTH STONY MOUNTAIN MANITOBA R0C 3A0 Canada | |
| Security - Sécurité 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

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

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REGIONAL INDIVIDUAL STANDING OFFER FOOD - SOFT DRINKS - (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 5A, Standing Offer, and 5B, Resulting Contract Clauses:
 - 5A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 5B, 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 Coca-Cola Soft Drinks, as required by Correctional Services Canada, Stony Mountain Institution, Stony Mountain, Manitoba. The period of the Standing Offer will be from 01 April 2012 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 (2011-05-16) 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)

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 technical and 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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

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 (2011-0516) 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 data must be submitted on a quarterly basis to the Standing Offer Authority. Reports shall be submitted on the appropriate document, which will be provided by the Standing Offer Authority, and forwarded no later than five (5) calendar days after the end of the reporting period.

If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The period for making call-ups against the Standing Offer is from 01 April 2012 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.

6.1 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.

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).

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 (2011-05-16), General Conditions - Standing Offers - Goods or Services
- (d) the general conditions 2029 (2011-05-16), General Conditions - Goods and Services (Low Dollar Value);
- (e) Annex A, Requirement;
- (f) Annex B, Basis of Payment;
- (g) the Offeror's offer _____.

10.0 SACC Manual Clauses

M3000C (2006-08-15) Price Lists

11.0 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 (2011-05-16), General Conditions - Goods and Services (valeurs faible) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts of 2010A (2011-05-16), General Conditions - Goods (Medium Complexity) 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 |
| D5328C | Inspection and Acceptance | 2007-11-30 |

Requirement**ANNEX A**

A Regional Individual Standing Offer for the supply and delivery of Canteen Soft Drinks, as required by Correctional Services Canada, Stony Mountain Institution, Stony Mountain, Manitoba. The period of the Standing Offer will be from 01 April 2012 to 31 March 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/Rockwood Institution, 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.

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

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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.