

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

Place Bonaventure
South-East Portal, Suite 7300
800 de la Gauchetière Street West
Montreal
Montreal
Quebec
H5A 1L6

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

Food Supply, Montel/Alimentation, Montréal
Place Bonaventure,
South-East Portal
Suite 7300
800 de la Gauchetière Street Westq
Montreal
Montreal
Quebec
H5A 1L6

Title - Sujet OCIR-MDN STJ Boissons gazeuses	
Solicitation No. - N° de l'invitation W3380-14K016/A	Date 2014-10-06
Client Reference No. - N° de référence du client W3380-14K016	GETS Ref. No. - N° de réf. de SEAG PW-\$MTR-105-12925
File No. - N° de dossier MTR-4-37177 (105)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-10	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée .	
Address Enquiries to: - Adresser toutes questions à: Pommet, Bruno A.	Buyer Id - Id de l'acheteur mtr105
Telephone No. - N° de téléphone (514)496-3802 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE Voir Annexe A , Voir point A3:1 Énoncé pour des adresses STJEAN RICHELIEU Québec 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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefings

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Enquiries - Request for Standing Offers
4. Applicable Laws
5. Product compliance (if applicable)

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Issuance of a Standing Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer
2. Security Requirement
3. Standard Clauses and Conditions
4. Term of Standing Offer
5. Authorities
6. Identified Users
7. Call-up Instrument

8. Limitation of Call-ups
9. Financial Limitation
10. Priority of Documents
11. Certifications
12. Applicable Laws

B. RESULTING CONTRACT CLAUSES

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

List of Annexes:

- Annex A - Requirement
Annex B - Working Document

PART 1 - GENERAL INFORMATION

1. Introduction

This Request for Standing Offer is a Standing Proposal. It is a description of goods, along with specific terms, clauses and conditions, valid for a fixed period of time. The duration is fragmented into three (3) periods, according to a predetermined Closing Calendar. Following receipt of the offers, for each period, a Standing Offer and Call-up Authority may be issued to the supplier having submitted the best offer.

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: 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:

Annex A: Requirement

Annex B :(Attachment): Working Document

2. Summary

DESCRIPTION:

This Regional Individual Standing Offer (RISO) request involves the provision, on an as and when ordered basis, of **Soft drinks**.

NOTE:

The required equipment will be provided by the supplier.

Every Offerer should visit the kitchens in order to understand the client's needs and restrictions regarding equipment supply and installation.

To make an appointment, please contact:

Jean Gallagher

Phone (450) 358-7099 ext. 7292

IDENTIFIED USER:

Department of National Defence, various sites of the St-Jean Garrison, province of Quebec.

PERIOD OF STANDING OFFER:

From December 1st 2011 to November 30th 2017, inclusive. **Please note that only one (1) Standing Offer will be issued for each 12 month period.**

DELIVERY:

DELIVERY DND-STJ (VARIOUS SITES)	
Delivery addresses	Delivery hours and specifications
Department of National Defence St-Jean Garrison Chemin Grand Bernier Sud <u>Édifice général Jean-Victor Allard "Méga"</u> St-Jean sur Richelieu (Québec) J0J 1R0 Door H-114	Available Monday to Friday (AM) in accordance with the client's wishes and needs. Between 7h30 to 11h30. <u>IMPORTANT</u> <i>Possibility of a third delivery on busier periods</i> <u>NO DELIVERY OUTSIDE THESE HOURS WILL BE ACCEPTED</u>
Department of National Defence Centre d'Entraînement de l'Estrie Farhnam <u>Att : Edifice 10</u> 1111, rue Principale Ouest Farnham (Québec) J2N 2X9	Tuesday and Thursday (A.M.) between 7h30 and 11h30. <u>NO DELIVERY OUTSIDE THESE HOURS WILL BE ACCEPTED</u>
Department of National Defence St-Hubert Garrison 51st Bataillon de Service du Canada <u>Pavillon 2, Porte 117</u> rue Longue-Pointe Saint-Hubert (Québec) J3T 5T4	Tuesday (AM.) between 7h30 and 11h30 <i>Possibility of a second delivery when military exercises occur.</i> <u>NO DELIVERY OUTSIDE THESE HOURS WILL BE ACCEPTED</u>

Minimum Charge per Order (Freight costs):

The supplier shall indicate the transportation costs for each order on their invoices (Call-up Against a Standing Offer Form PWGSC 942). No fuel surcharge will be paid.

Delay:

The National Defence representative will place orders no later than forty-eight (48) hours before delivery date.

Emergency services:

For the duration of the standing offer, for urgent requests, the supplier or suppliers must agree to provide the goods within 24 hours of receiving the Call-up against a Standing Offer Purchase Order (PWGSC 942).

Call-up limitation:

Individual call-ups against the standing offer shall not exceed \$2,500.00.

SPECIAL INSTRUCTIONS:**Back Order:**

No substitute product will be accepted without prior authorization of the National Defence representative.

Transportation:

Vehicles used to transport food must be adapted for that purpose and be kept clean and in good working order and maintained in sanitary condition in accordance with the type of product being transported. The merchandise delivered must be in good condition; otherwise the merchandise will not be accepted and the supplier will be required to take it away.

Billing:

Orders can be placed by Call-up Document, telephone call or e-mail.

A separate invoice must be issued for each order. If the client requests additional quantities or other items while another order is being processed, that request will not be added to the initial order and will be billed separately, even if the delivery date and address are identical.

Back order items, when delivered, will be billed in reference to the order that these items were originally intended for. They will not be included with another order.

The original invoice must accompany the delivery of goods, at each delivery site.

Any invoice error must immediately be rectified before the Department of National Defence representative accepts the goods.

IMPORTANT:

Take note that the delivery address must appear on every invoice to allow the identification of each kitchen/site.

Take note, when required, the supplier must send the original and a copy of each invoice to the attention of the requester (one or other delivery location).

EQUIPMENT AND MAINTENANCE:

The soft drink equipment and dispenser machines must be provided at no additional cost. The required amount of equipment will be determined in accordance with DND's needs once the standing offer is issued.

The provided equipment shall be maintained at no cost as needed. In the event of equipment breakdown, the repair must be performed within 24 hours (business day).

The entire dispenser machine system must be serviced and cleaned once a year (emptying the service lines, cleaning and inspecting the dispenser machines) at no cost to DND.

QUANTITIES:

The estimated quantities for each of the required items can be found in Annex B - Working Document - List of products.

APPROXIMATE SCOPE OF THE STANDING OFFER:

The approximate scope of the Standing Offer is \$413,900.00 (taxes included) for the period from December 1st, 2014 to November 30, 2017 inclusive.

TRADE AGREEMENTS:

“The requirement is subject to a preference for Canadian goods and/or services”.

3. 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. 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 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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.

You must submit your offer (by mail or facsimile) **prior to the closing time and date:**

By mail, at the following address:

PUBLIC WORKS AND
GOVERNMENT SERVICES CANADA
Supply Directorate
800 rue de la Gauchetière Ouest, Local 7300
Montréal, Québec H5A 1L6

By facsimile, at the following number: (514) 496-3822

Once your offer has been completed and transmitted by mail or facsimile, a copy of the Working Document (Excel file) has to be sent, by e-mail, to the following address:

QueAlimentationSoumissionsMtl.QueFoodSupplyTendersMtl@tpsgc-pwgsc.gc.ca

3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **three (3)** 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 to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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 Québec.

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.

5. Product Compliance

No substitute / equivalent (brand/format) will be accepted. If a product has been delisted or if its format has been modified, a notification from the manufacturer will have to be sent with the Offer.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

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

Section I: Financial Offer (one (1) hard copy and one (1) soft copy by email)

Section II: Certifications (one (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>). 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/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, Working Document - List of products.

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

It is requested that offerors send one (1) hard copy by mail or facsimile and one (1) soft copy, Excel file, by e-mail at the following address:

QueAlimentationSoumissionsMtl.QueFoodSupplyTendersMtl@tpsgc-pwgsc.gc.ca

Annex B - Working Document (Excel File)

This document includes the Schedule of Tender Closing Dates as well as Closing Pages and List of products for each period.

The Schedule of Tender Closing Dates 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 offerers will complete the List of products using the Excel file and make sure that it has been properly filled out and contains all required informations.

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

Clauses and Conditions Document (PDF Format)

The offerors will make sure to return any pages that require informations and/or signatures, as well as any other requested documents. These pages shall accompany every offer.

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. 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.
- (c) The evaluation team will determine first if there are three (3) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

1.1. Financial Evaluation

Offers will be evaluated on the "**aggregate**" price of all items, in accordance with estimated quantities.

1.1.1 Evaluation of Price

- 1. The price of the offer will be evaluated as follows:
 - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - b. foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
- 2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
- 3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
- 4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

2. Basis of Selection

2.1 Basis of Selection

Basis of Selection - Multiple Items

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the **"lowest evaluated price on an aggregate basis"** will be recommended for issuance of a standing offer.

Respect of the client's acceptable brands and formats will be taken into consideration in the evaluation.

Please note that PWGSC reserves the right to issue more than one (1) Standing Offer per period, if it better serves Canada's interest.

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.

1. Certifications Required Precedent to Issuance of a Standing Offer

1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006 . The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 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 (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 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A", Requirement and Annex "B", List of products.

2. Security Requirement

2.1 There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

3.2 Standing Offer Reporting

The Offeror must compile and maintain records on its provision of goods 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 for every **6 month** period, reports on use of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports must be submitted on the appropriate document, which will be provided to the Offeror by the Standing Offer Authority, and forwarded no later than fifteen (15) days after the designated reporting period.

Reports have to be sent to the following address:

QueAlimentationRapportsMtl.QueFoodSupplyReportsMtl@tpsgc-pwgsc.gc.ca

Instructions for Submitting Data on Standing Offer usage:

Please make sure the report contains the following information:

- The Standing Offer number for which the data are submitted;
- The period for which the data have been accumulated (start date to end date);
- The total amount spent to date, by government department;
- The number of each item delivered for the period.

4. Term of Standing Offer

4.1 Period of Standing Offer

The period for placing call-ups against the Standing Offer shall be within the period identified in any resulting "Standing Offer and Call-up Authority" Document, as detailed in Annex B.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Bruno André Pommet

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

800 rue de la Gauchetière Ouest, Local 7300

Montréal, Québec H5A 1L6

Telephone: 514 496-3802

Facsimile: 514 496-3822

E-mail address: **brunoandre.pommet@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.

5.2 Offeror Contacts

Name and telephone number of the person responsible for :

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is : Department of National Defence

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".

8. Limitation of Call-ups

Individual call-ups against any Standing Offer resulting from this Request shall not exceed **25%** of the estimated Standing Offer total amount or **\$40,000.00**, the lowest amount being retained. *(The amount will be determined at the awarding of each Standing Offer).*

9. Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of **\$360,000.00** (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 **two (2)** 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.

The amount of each of the subsequent Standing Offers will be determined at the time of issue for each of the periods mentioned in the Schedule of Tender Closing Dates.

10. Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;

- (c) the general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2010A (2014-09-25), General Conditions - Goods (Medium Complexity)

11. Certifications

11.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

11.2 SACC Manual Clause

M3060C (2008-05-12) Canadian Content Certification

12. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

2. Standard Clauses and Conditions

2.1 General Conditions

2010A (2014-09-25) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16, Interest on Overdue Accounts of 2010A (2014-09-25) General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards at point of sale.

3. Term of Contract

3.1 Delivery Date

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

3.2 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.

4. Payment

4.1 Basis of Payment

For the mentioned period of the Standing Offer, you will be paid on the basis of firm unit prices, as listed in Annex B - List of products.

4.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

4.3 SACC Manual Clauses

C2000C (2007/11/30), Taxes - Foreign Suppliers

5. Invoicing Instructions

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

6. Insurance SACC Manual clause G1005C (2008/05/12) Insurance

7. SACC Manual Clauses

A9006C (2012/07/16), Defence Contract

B7500C (2006/06/16), Excess Goods

ANNEX A

DESCRIPTION:

This Regional Individual Standing Offer (RISO) request involves the provision, on an as and when ordered basis, of **Soft drinks**.

NOTE:

The required equipment will be provided by the supplier.

Every Offerer should visit the kitchens in order to understand the client's needs and restrictions regarding equipment supply and installation.

To make an appointment, please contact:

Jean Gallagher
Phone (450) 358-7099 ext. 7292

IDENTIFIED USER:

Department of National Defence, various sites of the St-Jean Garrison, province of Quebec.

PERIOD OF STANDING OFFER:

From December 1st 2011 to November 30th 2017, inclusive. **Please note that only one (1) Standing Offer will be issued for each 12 month period.**

DELIVERY:

DELIVERY DND-STJ (VARIOUS SITES)	
Delivery addresses	Delivery hours and specifications
Department of National Defence St-Jean Garrison Chemin Grand Bernier Sud <u>Édifice général Jean-Victor Allard "Méga"</u> St-Jean sur Richelieu (Québec) J0J 1R0 Door H-114	Available Monday to Friday (AM) in accordance with the client's wishes and needs. Between 7h30 to 11h30. <u>IMPORTANT</u> <i>Possibility of a third delivery on busier periods</i> <u>NO DELIVERY OUTSIDE THESE HOURS WILL BE ACCEPTED</u>
Department of National Defence Centre d'Entraînement de l'Estrie Farhnam <u>Att : Edifice 10</u> 1111, rue Principale Ouest Farnham (Québec) J2N 2X9	Tuesday and Thursday (A.M.) between 7h30 and 11h30. <u>NO DELIVERY OUTSIDE THESE HOURS WILL BE ACCEPTED</u>
Department of National Defence St-Hubert Garrison 51st Bataillon de Service du Canada <u>Pavillon 2, Porte 117</u> rue Longue-Pointe Saint-Hubert (Québec) J3T 5T4	Tuesday (AM.) between 7h30 and 11h30 <i>Possibility of a second delivery when military exercises occur.</i> <u>NO DELIVERY OUTSIDE THESE HOURS WILL BE ACCEPTED</u>

Minimum Charge per Order (Freight costs):

The supplier shall indicate the transportation costs for each order on their invoices (Call-up Against a Standing Offer Form PWGSC 942). No fuel surcharge will be paid.

Delay:

The National Defence representative will place orders no later than forty-eight (48) hours before delivery date.

Emergency services:

For the duration of the standing offer, for urgent requests, the supplier or suppliers must agree to provide the goods within 24 hours of receiving the Call-up against a Standing Offer Purchase Order (PWGSC 942).

Call-up limitation:

Individual call-ups against the standing offer shall not exceed \$2,500.00.

SPECIAL INSTRUCTIONS:**Back Order:**

No substitute product will be accepted without prior authorization of the National Defence representative.

Transportation:

Vehicles used to transport food must be adapted for that purpose and be kept clean and in good working order and maintained in sanitary condition in accordance with the type of product being transported. The merchandise delivered must be in good condition; otherwise the merchandise will not be accepted and the supplier will be required to take it away.

Billing:

Orders can be placed by Call-up Document, telephone call or e-mail.

A separate invoice must be issued for each order. If the client requests additional quantities or other items while another order is being processed, that request will not be added to the initial order and will be billed separately, even if the delivery date and address are identical.

Back order items, when delivered, will be billed in reference to the order that these items were originally intended for. They will not be included with another order.

The original invoice must accompany the delivery of goods, at each delivery site.

Any invoice error must immediately be rectified before the Department of National Defence representative accepts the goods.

IMPORTANT:

Take note that the delivery address must appear on every invoice to allow the identification of each kitchen/site.

Take note, when required, the supplier must send the original and a copy of each invoice to the attention of the requester (one or other delivery location).

EQUIPMENT AND MAINTENANCE:

The soft drink equipment and dispenser machines must be provided at no additional cost. The required amount of equipment will be determined in accordance with DND's needs once the standing offer is issued.

The provided equipment shall be maintained at no cost as needed. In the event of equipment breakdown, the repair must be performed within 24 hours (business day).

The entire dispenser machine system must be serviced and cleaned once a year (emptying the service lines, cleaning and inspecting the dispenser machines) at no cost to DND.

QUANTITIES:

The estimated quantities for each of the required items can be found in Annex B - Working Document - List of products.

APPROXIMATE SCOPE OF THE STANDING OFFER:

The approximate scope of the Standing Offer is \$413,900.00 (taxes included) for the period from December 1st, 2014 to November 30, 2017 inclusive.

TRADE AGREEMENTS:

“The requirement is subject to a preference for Canadian goods and/or services”.

Solicitation No. - N° de l'invitation

W3380-14K016/A

Amd. No. - N° de la modif.

File No. - N° du dossier

MTR-4-37177

Buyer ID - Id de l'acheteur

mtr105

Client Ref. No. - N° de réf. du client

W3380-14K016

CCC No./N° CCC - FMS No/ N° VME

ANNEX B

STANDING OFFER ANNEX (Enclosed)