

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Room 100,
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6
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
Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3B 0T6

Title - Sujet Pepsi Products, Canteen	
Solicitation No. - N° de l'invitation 21510-151335/A	Date 2015-08-21
Client Reference No. - N° de référence du client 21510-151335	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-201-9564
File No. - N° de dossier WPG-5-38071 (201)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-08	Time Zone Fuseau horaire Central Daylight Saving Time CDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Loxton, Ashley	Buyer Id - Id de l'acheteur wpg201
Telephone No. - N° de téléphone (204)510-9537 ()	FAX No. - N° de FAX (204)983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: CORRECTIONAL SERVICE OF CANADA HWY 7 NORTH P.O.BOX 4500 WINNIPEG Manitoba R3C3W8 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

Solicitation No. - N° de l'invitation

21510-151335/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

wpg201

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

21510-151335

File No. - N° du dossier

WPG-5-38071

CCC No./N° CCC - FMS No/ N° VME

This page intentionally left blank.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	3
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF OFFERS	4
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS	4
2.4 APPLICABLE LAWS.....	4
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	5
3.1. OFFER PREPARATION INSTRUCTIONS.....	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	6
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	7
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	7
PART 6 - INSURANCE REQUIREMENTS	8
6.1 INSURANCE REQUIREMENTS	8
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	8
A. STANDING OFFER	8
7.1 OFFER.....	8
7.2 SECURITY REQUIREMENTS	8
7.3 STANDARD CLAUSES AND CONDITIONS.....	8
7.4 TERM OF STANDING OFFER	9
7.5. AUTHORITIES	9
7.6 IDENTIFIED USERS.....	10
7.7 CALL-UP PROCEDURES	10
7.8 CALL-UP INSTRUMENT	10
7.9 LIMITATION OF CALL-UPS	10
7.10 FINANCIAL LIMITATION.....	10
7.11 PRIORITY OF DOCUMENTS	11
7.12 CERTIFICATIONS	11
7.13 APPLICABLE LAWS.....	11
B. RESULTING CONTRACT CLAUSES	11
7.1 REQUIREMENT	12
7.2 STANDARD CLAUSES AND CONDITIONS.....	12
7.3 TERM OF CONTRACT	12
7.4 PAYMENT	12
7.5 INVOICING INSTRUCTIONS	13

Solicitation No. - N° de l'invitation
21510-151335/A
Client Ref. No. - N° de réf. du client
21510-151335

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-5-38071

Buyer ID - Id de l'acheteur
wpg201
CCC No./N° CCC - FMS No./N° VME

7.7	INSPECTION AND ACCEPTANCE	13
ANNEX "A"	14
REQUIREMENT		14
ANNEX "B"	16
BASIS OF PAYMENT		16
ANNEX "C"	18
INSURANCE REQUIREMENTS		18
ANNEX "D"	19
STANDING OFFER USAGE REPORT		19

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes

1.2 Summary

A Regional Individual Standing Offer for the supply and delivery of Pepsi Products (Canteen), as required by Correctional Services of Canada, Stony Mountain Institution in Stony Mountain, MB. The Standing Offer will be in effect from approximately September 11, 2015 to August 31, 2016.

Up to one (1) standing offer could be issued for this requirement.

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

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

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

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

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.

2.3 Enquiries - Request for Standing Offers

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

3.1. Offer Preparation Instructions

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

- Section I: Technical Offer (1 hard copy)
- Section II: Financial Offer (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (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) (<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: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

- (a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____ Master Card _____

- (b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- a) Ability to perform the full scope as described in Annex A, Requirement.
- b) Provision of firm pricing for 100% of items specified in Annex B, Basis of Payment.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services. Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods and Canadian services as defined in paragraph 5 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6.\(9\)](#), Example 2, of the Supply Manual.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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

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

5.2.1 Integrity Provisions – List of Names

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

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

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada-Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

PART 6 - INSURANCE REQUIREMENTS

6.1 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C .

If the information is not provided in the offer, 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.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

[2005](#) (2015-07-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. 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.
(If an alternate reporting period is required, delete the quarterly periods provided below and define the alternate reporting period.)

The quarterly reporting periods are defined as follows:

- 1st quarter: September 11 to November 30;
- 2nd quarter: December 1 to February 28;
- 3rd quarter: March 1 to May 31;
- 4th quarter: June 1 to August 31.

The data must be submitted to the Standing Offer Authority no later than (5) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from approximately September 11, 2015 to August 31, 2016.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mr. Ashley Loxton
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Western Region
Address: 100-167 Lombard Avenue

Telephone: 204-510-9537
Facsimile: 204-983-7796
E-mail address: ashley.loxton@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.

Solicitation No. - N° de l'invitation
21510-151335/A
Client Ref. No. - N° de réf. du client
21510-151335

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-5-38071

Buyer ID - Id de l'acheteur
wpg201
CCC No./N° CCC - FMS No./N° VME

7.5.2 Project Authority

The Project Authority for the Standing Offer is: **TBD**

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

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.

7.5.3 Offeror's Representative

Name: _____
Title: _____
Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **TBD**

7.7 Call-up Procedures

7.8 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, etc.](#)).

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ **TBD** (Applicable Taxes included).

7.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ **TBD** (Applicable Taxes 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 (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.

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2015-07-03), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029; (2015-07-03), General Conditions - Goods or Services (Low Dollar Value)
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) the Offeror's offer dated **TBD**.

7.12 Certifications

7.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional 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 additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7.12.2 SACC Manual Clauses

M3060C (2008-05-12), Canadian Content Certification

7.13 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.

7.1 Requirement

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2029 (2015-07-03), General Conditions - Goods or Services (Low Dollar Value) apply to and form part of the Contract.

Section (12) Interest on Overdue Accounts, of 2029 (2015-07-03), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

7.2.2 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations
B7500C (2006-06-16), Excess Goods
D0018C (2007-11-30), Delivery and Unloading

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be made within **2** calendar days from receipt of a call-up against the Standing Offer.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$ **TBD**. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.4.2 Limitation of Expenditure

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

7.4.3 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.

7.4.5 Payment by Credit Card

The following credit cards are accepted: _____ and _____.

7.5 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.

7.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.7 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A"

REQUIREMENT

A Regional Individual Standing Offer for the supply and delivery of Pepsi products (Canteen) as required by Correctional Services of Canada, Stony Mountain Institution in Stony Mountain, MB. The Standing Offer will be in effect from approximately September 11, 2015 to August 31, 2016.

Note: all offers must be submitted for each period, as per the schedule in Annex "B". All prices submitted are to remain firm for the bid periods in Annex "B"

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

Urgent requirements may require delivery within twenty-four (24) hours from receipt of call-up.

Mandatory provincial Environmental Fees are extra and must be charged as a separate item on the invoice.

Delivery is 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 should accompany shipment and detail the Standing Offer number.

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.

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 Offeror must advise the Project Authority within one (1) day of any delays and/or item shortage.

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" – Basis of Payment. The quantities provided are provided for evaluation purposes only and do not constitute a guarantee or commitment on behalf of the crown.

Solicitation No. - N° de l'invitation
21510-151335/A
Client Ref. No. - N° de réf. du client
21510-151335

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-5-38071

Buyer ID - Id de l'acheteur
wpg201
CCC No./N° CCC - FMS No./N° VME

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 Offeror 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 Offeror will remove unacceptable products immediately.

Solicitation No. - N° de l'invitation
21510-151335/A
Client Ref. No. - N° de réf. du client
21510-151335

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-5-38071

Buyer ID - Id de l'acheteur
wpg201
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

It is **MANDATORY** that Offerors submit firm, all inclusive prices/rates for the period of the proposed Standing Offer Agreement.

THIS SECTION, WHEN COMPLETED, WILL BE CONSIDERED AS THE OFFEROR'S FINANCIAL OFFER.

Offerors shall provide offers as per unit of issue requested. It is the responsibility of the Offeror to provide conversion to the unit of issue requested. Failure to do so will render the offer non-responsive without further consideration.

Should there be an error in the extended pricing of the Offeror's offer, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the Offerors' offer shall be changed to reflect the quantities stated in the RFSO. The quantities specified below are provided for evaluation purposes only.

Prices must include all costs associated with providing the goods in accordance with Annex "A" – Requirement. Firm All-Inclusive Rates must remain for the period of the Standing Offer Agreement, FOB Destination, and GST is extra. GST is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing.

Item No.	Description	Requested Format	Estimated 1 Year Usage	Product code	Offered Format	Unit Price	U of M	Extended Total
1	Pepsi Cola	24 x 355ml cans per case	5800			\$	Case	\$
2	Diet Pepsi Cola	24 x 355ml cans per case	2000			\$	Case	\$
3	7-Up	24 x 355ml cans per case	1000			\$	Case	\$
4	Mug Root Beer	12 x 355ml cans per case	2500			\$	Case	\$
5	Grape Crush	12 x 355ml cans per case	3000			\$	Case	\$
6	Aquafina Water	24 x 500ml bottles per case	600			\$	Case	\$
7	Gatorade – Assorted Flavors	12 x 591ml bottles per case	300			\$	Case	\$

Subtotal \$ _____

GST \$ _____

Evaluated Total \$ _____

Miscellaneous Items:

Soft drinks not identified on Annex B can be purchased up to a maximum of (15%) fifteen percent of the total standing offer value.

Solicitation No. - N° de l'invitation
21510-151335/A
Client Ref. No. - N° de réf. du client
21510-151335

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-5-38071

Buyer ID - Id de l'acheteur
wpg201
CCC No./N° CCC - FMS No./N° VME

The supplier offers to sell any available products other than those listed in Annex B at prices matching those of his general, seasonal and sideline catalogue and / or the price list less a discount of: _____%

In addition to the prices established in Annex B, the supplier can offer special discounts, such as yearend sales, production surplus, special sales and promotions, etc., as long as the cost is lower than the prices listed in Annex B.

ANNEX "C"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

Solicitation No. - N° de l'invitation
21510-151335/A
Client Ref. No. - N° de réf. du client
21510-151335

Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-5-38071

Buyer ID - Id de l'acheteur
wpg201
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

STANDING OFFER USAGE REPORT

Return to:

Attn: Ashley Loxton
Public Works and Government Services Canada
Acquisitions Branch
Facsimile: (204) 983-7796
Telephone: (204) 510-9537
Email: ashley.loxton@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Schedule:

1st quarter: September 11 to November 30;
2nd quarter: December 1 to February 28;
3rd quarter: March 1 to May 31;
4th quarter: June 1 to August 31.

REPORT ON THE VOLUME OF BUSINESS WITH CORRECTIONAL SERVICES CANADA

SUPPLIER: **TBD**

STANDING OFFER NO: **21510-151335 Pepsi Products, Canteen**

DEPARTMENT OR AGENCY: **CSC**

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 []

PREPARED BY: _____

NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____

DATE: _____