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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 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, and any other annexes

1.2 Summary

- 1.2.1 Correctional Services Canada, Saskatchewan Penitentiary in Prince Albert, Saskatchewan has the requirement for a Regional Individual Standing Offer (RISO) for the supply and delivery of Potato Chips for sale in the Inmate Canteen on an as and when required basis.
- 1.2.2 The period of the Standing offer will be from Date of Issuance to April 30th, 2017 with two (2) additional one (1) year option periods.
- 1.2.3 All prices submitted are to remain firm for the period of the Standing Offer.
- 1.2.4 The requirement is subject to the provisions of Agreement on Internal Trade (AIT).
- 1.2.5 The requirement is subject to a preference for Canadian goods and/or services.
- 1.2.6 Offeror must complete Annex E, Mandatory Requirements and submit it with their bid.

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1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

2.3 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 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 Saskatchewan.

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 (one (1) hard copy)

Section II: Financial Offer (one (1) hard copy)

Section III: Certifications (one (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 Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Bid

Canada requests that Bidders complete option 1 or 2 below:

- 1. () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

- () VISA Acquisition Card;

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

2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

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

Section 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

Offeror must complete Annex E, Mandatory Requirements and submit it with their bid.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 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.

The lowest evaluated price will be determined by:

Totaling the extended total prices for each year as follows:

Year One Extended Total **plus** Option year one extended total **plus** option Year Two Extended Total = **X**

$X \div 3 = Y$

Y= Total evaluated price

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 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2 Additional Certifications Required with the Offer

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

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

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

() a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 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 Canadian Content Definition

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 – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](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.

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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 D.

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](#) (2016-04-04) 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.

The quarterly reporting periods are defined as follows:

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

The data must be submitted to the Standing Offer Authority no later than 15 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 Date of issuance to April 30, 2017.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two (2), one (1) year periods, from May 1, 2017 to April 30, 2018 and May 1, 2018 to May 30, 2019 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5. Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Rina Marsland
Procurement Specialist
Public Works and Government Services Canada
Acquisitions Branch – Western Region
Government of Canada Building
101 22nd St E, Suite 110
Saskatoon, SK S7K 0E1

Telephone: 306-241-5742
Facsimile: 306-975-5397
E-mail address: rina.marsland@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.

7.5.2 Project Authority

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

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

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7.5.3 Offeror's Representative

(Offeror to complete)

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:

Correctional Services Canada, Saskatchewan Penitentiary

7.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer or an electronic document.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (Applicable Taxes included).

7.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$ to be determined** (GST 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 four (4) 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.

7.10 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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2029 (2016-04-04), General Conditions - Goods or Services (Low Dollar Value);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____.

7.11 Certifications

7.11.1 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.

7.11.2 SACC Manual Clauses

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

7.12 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 Saskatchewan.

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

Section 12 Interest on Overdue Accounts, of [2029](#) (2015-09-03), General Conditions - Goods or Services (Low Dollar Value) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date

Delivery must be completed in accordance with the 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 unit price as specified in Annex B for a cost of \$ **to be determined**. 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 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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.

7.4.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

7.4.4 Electronic Payment of Invoices – Contract

- **to be determined**

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 SACC Manual Clauses

A9068C (2010-01-11), Government Site Regulations
B7500C (2006-06-16), Excess Goods

ANNEX "A"
REQUIREMENT

Correctional Services Canada (CSC), Saskatchewan Penitentiary in Prince Albert SK, has the requirement for a Regional Individual Standing Offer (RISO) for the supply and delivery of Soft Drinks for the inmate canteen on an as and when required basis.

The period of the Standing offer will be from May 1, 2016 to April 30th, 2017 with two (2) additional one (1) year option periods.

All prices submitted are to remain firm for the period of the Standing Offer.

A. Delivery

1. Delivery must be made by industry standard truck FOB Correctional Services Canada Saskatchewan Penitentiary to the Materiel Management Warehouse.
2. Delivery must be within five (5) business days from receipt of call up.
3. Supplier must advise the Project Authority within two (2) business days of receipt of call up of any delays and/or item shortages.
4. Delivery times:

Monday to Friday

Between 06:30 to 11:30 and 12:30 to 16:00

* Unless prior alternative arrangements have been made with the Project Authority.

5. All items in Annex B from Line 1 to 8 are to be in aluminium cans only, no glass or plastic packaging or bottles.
6. All items in Annex B in Line 9 can be in a Plastic One Litre Bottle, but absolutely no glass packaging or bottles.
7. Invoice must accompany every delivery and shall reference the Regional Individual Standing Offer number. All delivery and offloading costs are to be included in the invoice price.

B. Expiry Dates

Individual packaging and labeling of products must indicate "Best Before" date on packaging.

Products which normally have a Best before date must have a Best before date of **at least** one (1) month past the delivery date.

All packaging and labeling must be in accordance with CGSB Standards.

C. Supply, Installation and Maintenance of Coolers

The contractor shall supply, install and maintain the following coolers within Saskatchewan Penitentiary at no additional cost to CSC:

1. Four (4), Two (2) door coolers – Project Authority will advise where these are to be placed.
2. Four (4), one (1) door coolers – Project Authority will advise where these are to be placed.

D. 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 will be completed and submitted within two business days of acceptance. An unsatisfactory condition report will be initiated and sent to the contractor and PWGSC.

The Offeror agrees, upon notification, to replace any rejected item on the next scheduled delivery when that item is still required. If the rejected item is replaced, it shall be in the same quantity and at the same cost as the original order. Discounting for damaged goods will not be acceptable.

The Consignee will have the right to reject products at the time of delivery and the Offeror will remove unacceptable products immediately.

Replacement or credit of rejected products is mandatory at time of next delivery.

E. 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.

Note: All prices are to remain firm for the periods of the RISO as laid out in Annex B, Basis of Payment.

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21520-165653

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-5-38056

Buyer ID - Id de l'acheteur
stn201
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

(See attached Excel Spreadsheet) (3 pages)

Correctional Services Canada, Saskatchewan Penitentiary

PWGSC File number:21520-166092/A

Client Reference No: 21520-166092

| A. Year One May 1, 2016 to April 30, 2017 | | | | | | | | |
|---|--|-----------------------------------|--------------|----------------|-----------------|--|------------|----------------|
| Item no. | Description | Company | | | | Estimated Quantity of cans/bottles For 12 Months | Pricing | |
| | Chip Products | Requested Format (estimated size) | Product code | Offered Format | Unit of Measure | | Unit Price | Extended Total |
| Items 1 to 8 are to be in aluminium cans only, no glass or plastic containers or packaging. | | | | | | Cans | | |
| 1 | Cola (aluminium cans only) | 355ml | | | Each | 48,600 | \$ | - |
| 2 | Root Beer (aluminium cans only) | 355ml | | | Each | 6,600 | \$ | - |
| 3 | Grape (aluminium cans only) | 355ml | | | Each | 12,600 | \$ | - |
| 4 | Diet Cola (aluminium cans only) | 355ml | | | Each | 3,600 | \$ | - |
| 5 | Lemon Lime-example 7up or Sprite (aluminium cans only) | 355ml | | | Each | 7,200 | \$ | - |
| 6 | Diet Lemon Lime-example Diet 7up or Sprite (aluminium cans only) | 355ml | | | Each | 3,000 | \$ | - |
| 7 | Blended flavor soda-example Dr.Pepper (aluminium cans only) | 355ml | | | Each | 8,160 | \$ | - |
| 8 | Ginger Ale (aluminium cans only) | 355ml | | | Each | 2,400 | \$ | - |
| Item number 9 is to only be provided in a plastic bottle, no glass containers or packaging. | | | | | | Bottles | | |
| 9 | Cola (plastic bottle only) | 1 Litre | | | Each | 2,250 | \$ | - |
| In addition to the products listed above, the supplier is required to supply, install and service 4 two door coolers and 4 one door coolers at no extra cost to CSC at Saskatchewan Penitentiary. | | | | | | | | |
| A. EXTENDED TOTAL | | | | | | | \$ | - |
| MISCELLANEOUS ITEMS: | | | | | | | | |
| Miscellaneous chip items, not listed in Annex B, can be purchased off the contracts current price list to a maximum of 15% of the Standing Offer value: ____% | | | | | | | | |
| In addition to the prices established in Annex B, the supplier can offer special discounts, such as year end sales, production surplus, special sales and promotions, etc., as long as the cost is lower than the prices listed in Annex B. | | | | | | | | |

B. Option Year One May 1, 2017 to April 30, 2018

| Item no. | Description | Company | | | | Estimated Quantity of cans/bottles For 12 Months | Pricing | |
|---|---|-----------------------------------|--------------|----------------|-----------------|--|------------|----------------|
| | Chip Products | Requested Format (estimated size) | Product code | Offered Format | Unit of Measure | | Unit Price | Extended Total |
| Items 1 to 8 are to be in aluminium cans only, no glass or plastic containers or packaging. | | | | | | Cans | | |
| 1 | Cola (aluminium cans only) | 355ml | | | Each | 48,600 | \$ | - |
| 2 | Root Beer (aluminium cans only) | 355ml | | | Each | 6,600 | \$ | - |
| 3 | Grape (aluminium cans only) | 355ml | | | Each | 12,600 | \$ | - |
| 4 | Diet Cola (aluminium cans only) | 355ml | | | Each | 3,600 | \$ | - |
| 5 | Lemon Lime- example 7up or Sprite (aluminium cans only) | 355ml | | | Each | 7,200 | \$ | - |
| 6 | Diet Lemon Lime- example Diet 7up or Sprite (aluminium cans only) | 355ml | | | Each | 3,000 | \$ | - |
| 7 | Blended flavor soda- example Dr.Pepper (aluminium cans only) | 355ml | | | Each | 8,160 | \$ | - |
| 8 | Ginger Ale (aluminium cans only) | 355ml | | | Each | 2,400 | \$ | - |
| Item number 9 is to only be provided in a plastic bottle, no glass containers or packaging. | | | | | | Bottles | | |
| 9 | Cola (plastic bottle only) | 1 Litre | | | Each | 2,250 | \$ | - |
| In addition to the products listed above, the supplier is required to supply, install and service 4 two door coolers and 4 one door coolers at no extra cost to CSC at Saskatchewan Penitentiary. | | | | | | | | |
| B. EXTENDED TOTAL | | | | | | | \$ | - |
| MISCELLANEOUS ITEMS: | | | | | | | | |
| Miscellaneous chip items, not listed in Annex B, can be purchased off the contracts current price list to a maximum of 15% of the Standing Offer value: ____% | | | | | | | | |
| In addition to the prices established in Annex B, the supplier can offer special discounts, such as year end sales, production surplus, special sales and promotions, etc., as long as the cost is lower than the prices listed in Annex B. | | | | | | | | |

C. Option Year Two May 1, 2018 to April 30, 2019

| Item no. | Description | Company | | | | Estimated Quantity of cans/bottles For 12 Months | Pricing | |
|---|---|-----------------------------------|--------------|----------------|-----------------|--|------------|----------------|
| | | Requested Format (estimated size) | Product code | Offered Format | Unit of Measure | | Unit Price | Extended Total |
| Items 1 to 8 are to be in aluminium cans only, no glass or plastic containers or packaging. | | | | | | Cans | | |
| 1 | Cola (aluminium cans only) | 355ml | | | Each | 48,600 | \$ | - |
| 2 | Root Beer (aluminium cans only) | 355ml | | | Each | 6,600 | \$ | - |
| 3 | Grape (aluminium cans only) | 355ml | | | Each | 12,600 | \$ | - |
| 4 | Diet Cola (aluminium cans only) | 355ml | | | Each | 3,600 | \$ | - |
| 5 | Lemon Lime- example 7up or Sprite (aluminium cans only) | 355ml | | | Each | 7,200 | \$ | - |
| 6 | Diet Lemon Lime- example Diet 7up or Sprite (aluminium cans only) | 355ml | | | Each | 3,000 | \$ | - |
| 7 | Blended flavor soda- example Dr.Pepper (aluminium cans only) | 355ml | | | Each | 8,160 | \$ | - |
| 8 | Ginger Ale (aluminium cans only) | 355ml | | | Each | 2,400 | \$ | - |
| Item number 9 is to only be provided in a plastic bottle, no glass containers or packaging. | | | | | | Bottles | | |
| 9 | Cola (plastic bottle only) | 1 Litre | | | Each | 2,250 | \$ | - |
| In addition to the products listed above, the supplier is required to supply, install and service 4 two door coolers and 4 one door coolers at no extra cost to CSC at Saskatchewan Penitentiary. | | | | | | | | |
| C. EXTENDED TOTAL | | | | | | | \$ | - |
| MISCELLANEOUS ITEMS: | | | | | | | | |
| Miscellaneous chip items, not listed in Annex B, can be purchased off the contracts current price list to a maximum of 15% of the Standing Offer value: ____% | | | | | | | | |
| In addition to the prices established in Annex B, the supplier can offer special discounts, such as year end 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

A. Commercial General Liability Insurance

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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles
 - n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

B. Automobile Liability Insurance

1. The Contractor must obtain Automobile 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.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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21520-165653/A
Client Ref. No. - N° de réf. du client
21520-165653

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-5-38056

Buyer ID - Id de l'acheteur
stn201
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

MANDATORY REQUIREMENTS

(OFFEROR MUST COMPLETE AND **SUBMIT WITH THEIR BID**)

| Line Item | Description | Offerors signature accepting the requirement at line item 1 as part of the SOA. |
|-----------|--|--|
| 1. | The offeror agrees to supply, install and maintain for the duration of the Standing Offer Agreement at no additional charge to CSC: 1. Four (4), Two (2) door coolers 2. Four (4), one (1) door coolers. | I, the undersigned agree to the mandatory requirement listed under description in this table. _____ |