



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 Soft Drinks	
Solicitation No. - N° de l'invitation 21510-171350/A	Date 2017-07-27
Client Reference No. - N° de référence du client 21510-171350	GETS Ref. No. - N° de réf. de SEAG PW-\$WPG-019-10285
File No. - N° de dossier WPG-7-40049 (019)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-08-14	Time Zone Fuseau horaire Central Daylight Saving Time CDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Abeysinghe, Ruwani	Buyer Id - Id de l'acheteur wpg019
Telephone No. - N° de téléphone (204)510-7848 ()	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

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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 and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:

6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, Insurance Requirements and any other annexes.

1.2 Summary

A Regional Individual Standing Offer for the supply and delivery of soft drinks (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 1, 2017 to August 31, 2018**

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](#) (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

2.1.1 SACC Manual Clauses

[B4024T](#) (2006-08-15), No Substitute Products
[M0019T](#) (2016-04-04), Firm Price and/or Rates

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)

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 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

SACC Manual Clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Offerors must submit the certifications and additional information 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

4.1.2.1 Evaluation of Price-Offer

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

4.2 Basis of Selection

An offer must comply with the requirements of the Request of the the Request for Standing Offer to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

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. Unless specified otherwise, 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 local price for the offer consist of Canadian goods 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](#) (2014-11-07) 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) (<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" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website

http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969.

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

6.1 Offer

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

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Standing Offer.

6.3 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.

6.3.1 General Conditions

[2005 \(2016-04-04\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

6.3.2 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 "E". 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: September 1 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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from approximately **September 1, 2017 to August 31, 2018**.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Ruwani Abeysinghe
Title: Procurement Officer
Public Works and Government Services Canada
Procurement Branch
Directorate: Western Region
Address: 100-167 Lombard Ave

Telephone: 204-510-7848
Facsimile: 204-983-7796
E-mail address: Ruwani.Abeysinghe@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.

6.5.2 Project Authority

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

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

6.5.3 Offeror's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6.6 Identified Users

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

6.7 Call-up Procedures

6.8 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 or electronic document](#).

6.9 Limitation of Call-ups

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

6.10 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.

6.11 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](#) (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, Electronic Payment Instruments;
- h) Annex D, Insurance Requirements;
- i) Annex E, Standing Offer Usage Report;
- j) the Offeror's offer date **TBD**.

6.12 Certifications and Additional Information

6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

6.12.2 SACC Manual Clauses

[M3060C](#) (2008-05-12), Canadian Content Certification

6.13 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.

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 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](#) (2016-04-04) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Standing Offer is from approximately **September 1, 2017 to August 31, 2018**.

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment

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

6.4.2 Limitation of Price

SACC Manual Clause [C6000C](#) (2011-05-16), Limitation of Price

6.4.3 Multiple Payments

SACC Manual Clause [H1001C](#) (2008-05-12), Multiple Payments

6.4.4 SACC Manual Clauses

[A9117C](#) (2007-11-30), T1204-Direct Request by Customer Department

6.4.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

6.5 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.

6.6 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. 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.

6.7 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.

6.8 SACC Manual Clauses

[B7500C](#) (2006-06-16), Excess Goods
[D0018C](#) (2007-11-30), Delivery and Unloading

ANNEX "A"

REQUIREMENT

A Regional Individual Standing Offer for the supply and delivery of soft drinks (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 1, 2017** to **August 31, 2018**.

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.

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) business 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) three 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.

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

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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 damaged 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

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	U of M	Unit Price	Environmental Fee/Deposit per case	Extended Unit Price	Extended Total
	Soft Drinks									
1	Pepsi Cola	24 x 355ml cans/cs	4600			Case	\$	\$	\$	\$
2	Crush Cream Soda	12 x 355ml Cans/cs	1700			Case	\$	\$	\$	\$
3	Crush Grape	12 x 355ml Cans/cs	1700			Case	\$	\$	\$	\$
4	Dr Pepper	24 x 355ml cans/cs	2000			Case	\$	\$	\$	\$
5	COTT Black Cherry	12 x 355ml cans/cs	1500			Case	\$	\$	\$	\$
6	NAYA Bottled Water	28 x 500ml /bottles cs	500			Case	\$	\$	\$	\$
7	Coca Cola	24 x 355 ml cans/cs	1500			Case	\$	\$	\$	\$
8	Fresca	12 x 355ml Cans/cs	1300			Case	\$	\$	\$	\$
9	Gatorade (Assorted Flavours)	12 x 591ml /bottles cs	120			Case	\$	\$	\$	\$

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Amd. No. - N° de la modif.
File No. - N° du dossier
WPG-7-40049

Buyer ID - Id de l'acheteur
WPG019
CCC No./N° CCC - FMS No./N° VME

Sub Total	\$ _____
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.

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"

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ANNEX “C” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI).

ANNEX “D”

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 endeavor 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.

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ANNEX E

USAGE REPORT

Return to:

ATTN.: Ruwani Abeysinghe, Procurement Officer
Public Works and Government Services Canada
Procurement Branch
100-167 Lombard Avenue
Winnipeg, MB R3B 0T6
E-mail address: WST-PA-MB@pwgsc-tps.gc.ca

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

Supplier: _____
Standing offer no: _____
Department or agency: _____
Reporting period: _____

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

Item No.	Call-Up/contract No. (Including Amendments) 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:			

Prepared by: _____

Name: _____

Telephone no.: _____

Signature: _____

Date: _____