

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

Government of Canada Building

101 - 22nd Street East, Suite 110

Saskatoon

Saskatchewan

S7K 0E1

Bid Fax: (306) 975-5397

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/Réception
des soumissions Travaux publics et Services
gouvernementaux Canada
Government of Canada Building
101 - 22nd Street East
Suite 110
Saskatoon
Saskatche
S7K 0E1

Title - Sujet Soft Drinks - Prince Albert, SK	
Solicitation No. - N° de l'invitation 21520-199720/A	Date 2019-03-26
Client Reference No. - N° de référence du client 21520-199720	GETS Ref. No. - N° de réf. de SEAG PW-\$STN-190-5145
File No. - N° de dossier STN-8-41087 (190)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-12	Time Zone Fuseau horaire Central Standard Time CST
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Mack, Wayne	Buyer Id - Id de l'acheteur stn190
Telephone No. - N° de téléphone (306)241-6435 ()	FAX No. - N° de FAX (306)975-5397
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Correctional Services Canada Saskatchewan Penitentiary Material Management Warehouse West of 20th Avenue on Highway 302 West Prince Albert, SK. S6V 5R6	
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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Solicitation No. - N° de l'invitation
21520-199720/A
Client Ref. No. - N° de réf. du client
21520-199720

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-8-41087

Buyer ID - Id de l'acheteur
STN190
CCC No./N° CCC - FMS No./N° VME

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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 and any other annexes

1.2 Summary

To supply soft drinks as detailed in Annex B - Basis of Payment, for Correctional Services Canada, Inmate Canteen, Saskatchewan Penitentiary, Prince Albert, SK., as and when requested during the period of the Regional Individual Standing Offer (RISO) from May 1, 2019 to April 30, 2020 with 2 additional option periods from May 1, 2020 to April 30, 2021 and from May 1, 2021 to April 30, 2022. In addition to the products listed in Annex B, the supplier is required to supply, install and service four (4) 2-door coolers and four (4) 1-door coolers at no extra cost.

- 1.2.1 The requirement is subject to a preference for Canadian goods.
- 1.2.2 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

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.

1.4 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2. epost Connect

- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or if applicable, the email address identified in the RFSO.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.
- b. To submit an offer using epost Connect service, the Offeror must either:
 - i. send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
 - c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.

- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
- e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete offer;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the offer;
 - v. failure of the Offeror to properly identify the offer;
 - vi. illegibility of the offer;
 - vii. security of offer data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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](#) (2018-05-22) 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: 180 days

2.2 Submission of Offers

Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSO:

Mailing address:
Public Works and Government Services Canada
Government of Canada Building
101 – 22nd Street East, Suite 110
Saskatoon, SK S7K 0E1

Email address:
ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: 306-975-5397

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 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

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its 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)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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 hard copy of their offer:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- use a numbering system that corresponds to the RFSO.

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 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
- 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.

3.1.1 Electronic Payment of Invoices - Offer

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

If Annex "D" 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

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 Financial Evaluation

Evaluated Price will be determined as follows:

In Annex B, Basis of Payment:

For the period May 1, 2019 to April 30, 2020:

(Price for item 1 x 48,600) + (Price for item 2 x 1,950) + (Price for item 3 x 12,600) + (Price for item 4 x 3,600) +
(Price for item 5 x 7,200) + (Price for item 6 x 8,160) + (Price for item 7 x 3000) + (Price for item 8 x 2,400) +
(Price for item 9 x 945) = **A**

For the period May 1, 2020 to April 30, 2021:

(Price for item 1 x 48,600) + (Price for item 2 x 1,950) + (Price for item 3 x 12,600) + (Price for item 4 x 3,600) +
(Price for item 5 x 7,200) + (Price for item 6 x 8,160) + (Price for item 7 x 3000) + (Price for item 8 x 2,400) +
(Price for item 9 x 945) = **B**

For the period May 1, 2021 to April 30, 2022:

(Price for item 1 x 48,600) + (Price for item 2 x 1,950) + (Price for item 3 x 12,600) + (Price for item 4 x 3,600) +
(Price for item 5 x 7,200) + (Price for item 6 x 8,160) + (Price for item 7 x 3000) + (Price for item 8 x 2,400) +
(Price for item 9 x 945) = **C**

Note:

If the offered format differs from the requested format, we will divide the unit price by the offered format size and then multiply the product by the requested format size before multiplying it by the estimated quantity to arrive at the extended total for the item.

Example:

Item #1 in the Basis of Payment

Unit Price: \$1.00

Requested format: 355ml

Offered format: 250ml

Calculation:

$\$1.00/250\text{ml} = \0.004 per ml

$\$0.004 \times 355\text{ml} = \1.42

Extended Total:

$\$1.42 \times 48,600 = \$69,012$

A + B + C = Evaluated Price

SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price

4.2 Basis of Selection

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

PART 5 – 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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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.

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](#), Example 2, of the Supply Manual.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2018-12-06) 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 section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 "X".

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](#) (2017-06-21) 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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 7 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 May 1, 2019 to April 30, 2020.

6.4.2 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 2 periods, from May 1, 2020 to April 30, 2021 and May 1, 2021 to April 30, 2022 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 14 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.4.3 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:
Wayne Mack
Public Services and Procurement Canada
Acquisitions Branch - Western Directorate
Government of Canada Building
101 22nd Street East, Suite 110
Saskatoon, SK S7K 0E1
Telephone : 306-241-6435
Facsimile : 306-975-5397
E-mail address: wayne.mack@pwgsc.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 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.

6.5.3 Offeror's Representative

Name	_____
Title	_____
Address	_____
Telephone:	_____
Facsimile:	_____
E-Mail Address:	_____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Correctional Services Canada, Saskatchewan Penitentiary, Prince Albert, SK.

6.7 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

Or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

6.9 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 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010A; (2018-06-21), General conditions: Goods (medium complexity)
- f) Annex A, Requirement;
- g) Annex B, Basis of Payment;
- h) Annex C, Standing Offer Usage Report;
- i) Annex D, Electronic Payment Instruments;
- j) the Offeror's offer dated _____ (*insert date of offer*)

6.10 Certifications and Additional Information

6.10.1 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.

6.11 SACC Manual Clauses

SACC Manual Clause M3060C - Canadian Content Certification (2008-05-12)

6.12 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 _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

6.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

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

[2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

6.3 Term of Contract

6.3.1 Delivery Date

Delivery must be made within 3 calendar days from receipt of a call-up against the Standing Offer.

6.4 Payment

6.4.1 Basis of Payment

See Annex B – Basis of Payment

6.4.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.4.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

6.4.4 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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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.
 - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

ANNEX "A" - REQUIREMENT

To supply soft drinks as detailed in Annex B - Basis of Payment, for Correctional Services Canada, Inmate Canteen, Saskatchewan Penitentiary, Prince Albert, SK., as and when requested during the period of the Regional Individual Standing Offer (RISO) from May 1, 2019 to April 30, 2020 with 2 additional option periods from May 1, 2020 to April 30, 2021 and from May 1, 2021 to April 30, 2022. In addition to the products listed in Annex B, the supplier is required to supply, install and service four (4) 2-door coolers and four (4) 1-door coolers at no extra cost.

Delivery Point:

Correctional Services Canada
Saskatchewan Penitentiary
Material Management Warehouse
West of 20th Avenue on Highway 302 West
Prince Albert, SK.
S6V 5R6

Delivery to Saskatchewan Penitentiary Material Management warehouse is to be made Monday to Friday, 06:30 to 11:30 and 12:30 to 16:00 hours; unless prior arrangements have been made.

Delivery is to be made by Industry Standard Truck.

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

Invoice should accompany shipment and detail the Standing Offer number.

No glass packaging or containers.

Delivery Call ups

Delivery shall be made within three (3) calendar days from receipt of call up. The Offeror must advise the Project Authority within two (2) days of any delays and/or item shortage.

Expiry Dates

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

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

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

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 Public Works and Government Services Canada (PWGSC).

The Offeror agrees, upon notification, to replace any rejected item on the next scheduled delivery when 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 same time of delivery and the Offeror will remove unacceptable products immediately.

ANNEX "B" - BASIS OF PAYMENT

All prices are FOB destination, GST extra, SK, including all delivery and off-loading charges.

Quantities

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

A) For the period May 1, 2019 to April 30, 2020:

Item no.	Description	May 1, 2019 to April 30, 2020				Approx. Quantity For 12 Months	Pricing	
		Requested Format	Product code	Offered Format	Unit of Measure		Unit Price	Extended Total
1	Cola	355ml			Each	48600	\$ _____	\$ _____
2	Electrolyte Beverage- Plastic Only	591ml			Each	1950	\$ _____	\$ _____
3	Orange	355ml			Each	12600	\$ _____	\$ _____
4	Diet Cola	355ml			Each	3600	\$ _____	\$ _____
5	Lemon Lime- example 7up	355ml			Each	7200	\$ _____	\$ _____
6	Blended flavor soda- example Dr.Pepper	355ml			Each	8160	\$ _____	\$ _____
7	Diet Lemon Lime- example Diet 7up	355ml			Each	3000	\$ _____	\$ _____
8	Ginger Ale	355ml			Each	2400	\$ _____	\$ _____
9	Cola- plastic only	1 Litre			Each	945	\$ _____	\$ _____
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								

B) Option Year 1: May 1, 2020 to April 30, 2021

Item no.	Description	May 1, 2020 to April 30, 2021				Approx. Quantity For 12 Months	Pricing	
	Cola Products	Requested Format	Product code	Offered Format	Unit of Measure		Unit Price	Extended Total
1	Cola	355ml			Each	48600	\$ _____	\$ _____
2	Electrolyte Beverage- Plastic Only	591ml			Each	1950	\$ _____	\$ _____
3	Orange	355ml			Each	12600	\$ _____	\$ _____
4	Diet Cola	355ml			Each	3600	\$ _____	\$ _____
5	Lemon Lime-example 7up	355ml			Each	7200	\$ _____	\$ _____
6	Blended flavor soda- example Dr.Pepper	355ml			Each	8160	\$ _____	\$ _____
7	Diet Lemon Lime-example Diet 7up	355ml			Each	3000	\$ _____	\$ _____
8	Ginger Ale	355ml			Each	2400	\$ _____	\$ _____
9	Cola- plastic only	1 Litre			Each	945	\$ _____	\$ _____
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								

C) Option Year 2: May 1, 2021 to April 30, 2022

Item no.	Description	May 1, 2021 to April 30, 2022				Approx. Quantity For 12 Months	Pricing	
	Cola Products	Requested Format	Product code	Offered Format	Unit of Measure		Unit Price	Extended Total
1	Cola	355ml			Each	48600	\$ _____	\$ _____
2	Electrolyte Beverage- Plastic Only	591ml			Each	1950	\$ _____	\$ _____
3	Orange	355ml			Each	12600	\$ _____	\$ _____
4	Diet Cola	355ml			Each	3600	\$ _____	\$ _____
5	Lemon Lime- example 7up	355ml			Each	7200	\$ _____	\$ _____
6	Blended flavor soda- example Dr.Pepper	355ml			Each	8160	\$ _____	\$ _____
7	Diet Lemon Lime- example Diet 7up	355ml			Each	3000	\$ _____	\$ _____
8	Ginger Ale	355ml			Each	2400	\$ _____	\$ _____
9	Cola- plastic only	1 Litre			Each	945	\$ _____	\$ _____
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								

MISCELLANEOUS ITEMS:

Miscellaneous chip items, not listed in Annex B, can be purchased off the contractor's 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 yearend sales, production surplus, special sales and promotions, etc., as long as the cost is lower than the prices listed in Annex B.

Solicitation No. - N° de l'invitation
21520-199720/A
Client Ref. No. - N° de réf. du client
21520-199720

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-8-41087

Buyer ID - Id de l'acheteur
STN190
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" - STANDING OFFER USAGE REPORT

Return to:

Email: **WST.PA-CAL@pwgsc.gc.ca**

Quarterly Usage Report Schedule:

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.

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

SUPPLIER:
STANDING OFFER NO:
DEPARTMENT OR AGENCY:

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:

Solicitation No. - N° de l'invitation
21520-199720/A
Client Ref. No. - N° de réf. du client
21520-199720

Amd. No. - N° de la modif.
File No. - N° du dossier
STN-8-41087

Buyer ID - Id de l'acheteur
STN190
CCC No./N° CCC - FMS No./N° VME

ANNEX “D” 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);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)