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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications 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 Standing Offer Reporting Requirements, and the Electronic Payment Instruments.

### **1.2 Summary**

#### **1.2.1 Description**

Real Property Operations Unit (Ontario) Detachment Borden (RP Ops Det. Borden) requires bulk deliveries of road salt for winter de-icing applications at Canadian Forces Base Borden.

The period for this Standing Offer will be from date of issuance to 30 June 2018.

#### **1.2.2 Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

### **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.

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

Delete: 60 days  
Insert: 120 days

### **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 Ontario.

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.

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## **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: Financial Offer (one (1) hard copy)

Section II: 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: 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 - 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 II: Certifications** Offerors must submit the certifications and additional information required under Part 5.

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## **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.

#### **4.1.1 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

Any offer which fails to meet the following mandatory requirements will be deemed nonresponsive and will receive no further consideration:

- a) Offers must not contain any alteration to the Pricing Basis other than the addition of the Offeror's unit prices.
- b) Pricing must be provided for both Year 1 and Year 2.
- c) Offers must not contain any condition or qualification placed upon the offer.
- d) Pricing must be firm in Canadian currency, Applicable Taxes excluded, Delivered Duty Paid Destination, Canadian customs duties and excise taxes included.

##### **4.1.1.2 Financial Evaluation Criteria**

The extended price for each Year will be calculated by multiplying the total Estimated Usage value by the Offeror's corresponding unit price. The evaluated price of an offer is the sum of the extended prices for Year 1 and Year 2.

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid Destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

- 4.2.1** 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.

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## 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.

### 5.2 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](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.

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## **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 "C". 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.

#### **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 date of issuance to 30 June 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.

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## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Eliane Boivin Lafleur  
Title: Supply Intern Officer

Public Works and Government Services Canada  
Acquisitions Branch  
Address: 86 Clarence St, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3

Telephone: 613-536-4626  
Facsimile: 613-545-8067  
E-mail address: Eliane.BoivinLafleur@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 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 *[Note to Offerors: Please fill out required information]*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Procurement Business Number: \_\_\_\_\_

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Canadian Forces Base (CFB) Borden.

## 6.7 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.

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$20,000.00 (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 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d) Annex A, Requirement;
- e) Annex B, Basis of Payment;
- f) the Offeror's offer dated \_\_\_\_\_. [*Note to Offerors: Canada will insert information at time of issuance of the Standing 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 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 \_\_\_\_\_. [*Note to Offerors: Canada will insert information at time of issuance*]

## 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 (2016-04-04), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of 2010A (2016-04-04), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards. *[Note to Offerors: This clause will be inserted if payment by credit cards is accepted by the Offeror, otherwise it will be deleted]*

### 6.3 Term of Contract

#### 6.3.1 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 Call-up, the Contractor will be paid a firm price, as specified in the call-up, calculated in accordance with the Basis of Payment in Annex B. 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.

#### 6.4.2 Single Payment

*SACC Manual* clause **H1000C** (2008-05-12), Single payment

**6.4.3 Electronic Payment of Invoices – Call-up** *[Note to Offerors: This clause will be completed by Canada at time of issuance to reflect the information the Offeror provides in Annex “D” to Part 3 of the Request for Standing Offers – Electronic Payment of Invoices]*

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.
  - 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

## **6.7 SACC Manual Clauses**

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations

## **6.8 Inspection and Acceptance**

The Technical 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 Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **ANNEX "A"**

### **REQUIREMENT**

#### **1. Background**

Real Property Operations Unit (Ontario) Detachment Borden (RP Ops Det. Borden) requires bulk deliveries of road salt for winter de-icing applications at Canadian Forces Base Borden.

#### **2. Objective**

To establish a standing offer for supply and delivery of bulk road salt to RP Ops Det. Borden, Department of National Defence, CFB Borden, Ontario on an "as-and-when required" basis during the period of the Standing Offer, in accordance with the terms and conditions detailed herein.

#### **3. Scope**

Contractor must deliver material within 3 business days of receipt of call-up to the 80D Ramillies Road (Bldg. P-199), Roads and Grounds Section, RP Ops Det. Borden.

All deliveries to Borden are to be made Monday to Friday, 0800 - 1500 hours unless prior arrangements are made, details to be specified at the time of call-up.

Shipment must be consigned DDP including all delivery and offloading charges to:  
RP Ops Unit (Ontario) Det. Borden  
Canadian Forces Base Borden  
Borden, ON  
L0M 1C0

#### **4. Material**

This bulk road salt (Sodium Chloride Type 1, Pavement De-Icer) must comply with Canadian General Standards Board standard CAN/CGSB 15.9-92 - November 1, 1992.  
The sodium chloride must not contain any gravel, clay, minerals or foreign materials that could cause caking or clumping. Anti-caking additives must not materially alter the properties of the salt.

#### **5. Invoicing address**

Invoices can be mailed to:           RP Ops Det Borden – Procurement Cell  
16 Ramillies Rd (Bldg P-154)  
Borden, ON  
L0M 1C0

Invoices can be emailed to:       [STG-RPOinvoicing@forces.gc.ca](mailto:STG-RPOinvoicing@forces.gc.ca)

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## ANNEX "B"

### BASIS OF PAYMENT

*Note to Offerors: All information in italics will be removed from the resulting Standing Offer.*

***The estimated usages provided herein are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one year and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered.***

All prices are firm, all-inclusive, unit prices in Canadian dollars, DDP Department of National Defence – Borden, Ontario, including all delivery, off-loading, on-loading and removal charges. Canadian customs duties and excise taxes must be included.

HST must not be included in the unit prices but will be added as a separate item to any invoice issued against the Standing Offer.

Pricing Periods:

**Year 1 – Issuance of Standing Offer to 30 June 2017;  
Year 2 – 1 July 2017 to 30 June 2018.**

Product	Estimated usage/year	Price/mt	
		Year 1	Year 2
Sodium Chloride Type 1, Pavement De-icers per CAN/CGSB 15.9-92	<b>500 metric tonnes (mt)</b>	\$____/mt	\$____/mt

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**ANNEX "C"**

**STANDING OFFER REPORTING REQUIREMENTS**

Send to the Standing Offer authority named herein.

Use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer Title		Standing Offer #	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Work Description (Item # ,Quantity)	Date of Order	Date of Delivery	Value of Order (not including HST)

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

**ELECTRONIC PAYMENT INSTRUMENTS**

*[As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.]*

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).