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21520-199432

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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 7B, 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 Statement of Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

### **1.2 Summary**

- 1.2.1 Correctional Services Canada for the Saskatchewan Penitentiary (Prince Albert SK), Regional Psychiatric Centre (Saskatoon SK) and Willow Cree Healing Lodge (WCHL) in Duck Lake SK requires a Regional Individual Standing Offer for the supply and delivery of Personal Toiletries on an "as and required" basis.

The period of the Standing Offer Agreement (SOA) is from Date of issuance to August 31 2019 with Canada retaining an irrevocable option to extend the SOA for an additional two (2) consecutive one (1) year periods. Work shall be completed in accordance with the Statement of Requirement and terms and conditions specified herein.

- 1.2.2 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

- 1.2.3 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.

## 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](#) (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.

The 2006 standard instructions is amended as follows:

- section 05, entitled Submission of offers, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each offer, at RFSO closing date and time or upon request from the Standing Offer Authority, be signed by the Offeror or by an authorized representative of the Offeror. If an offer is submitted by a joint venture, it must be in accordance with section 17."
  - paragraph 2.d is deleted entirely and replaced with the following: "send its offer only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified in the RFSO or, to the specified address in the RFSO, as applicable."
  - paragraph 2.e is deleted entirely and replaced with the following: "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the offer; and"
- section 06, entitled Late offers, is deleted entirely and replaced with the following: "PWGSC will return or delete offers delivered after the stipulated RFSO closing date and time, unless they qualify as a delayed offer as described in section 07. For late offers submitted using means other than Canada Post Corporation's epost Connect service, the physical offer will be returned. For offers received electronically, the late offers will be deleted. As an example, offers submitted using Canada Post Corporation's epost Connect service, an epost Connect conversation initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late offer will be deleted. Records will be kept documenting the transaction history of all late offers submitted using epost Connect."
- section 07, entitled Delayed offers, is amended as follows:
  - subsection 1 is deleted and replaced as follows:

1. An offer delivered to the specified Bid Receiving Unit after the RFSO closing date and time but before the standing offer issuance date may be considered, provided the offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Private courier (Purolator Inc., Fedex Inc., etc.) is not considered to be part of CPC for the purposes of delayed offers.

- a. The only pieces of evidence relating to a delay in the CPC system that are acceptable to PWGSC are:
  - i. a CPC cancellation date stamp;
  - ii. a CPC Priority Courier bill of lading;
  - iii. a CPC Xpresspost label;

that clearly indicates that the offer was sent before the RFSO closing date.

- b. The only piece of evidence relating to a delay in the epost Connect service provided by CPC system that is acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the offer was sent before the RFSO closing date and time.

- section 08, Transmission by facsimile, is deleted entirely and replaced with the following:  
"Transmission by facsimile or by epost Connect

1. Facsimile

- a. Unless specified otherwise in the RFSO, offers may be submitted by facsimile.
  - i. PWGSC, National Capital Region: The only acceptable facsimile number for responses to RFSOs issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the RFSO.
  - ii. PWGSC regional offices: The facsimile number for responses to RFSOs issued by PWGSC regional offices is identified in the RFSOs.
- b. For offers transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
  - i. receipt of garbled, corrupted or incomplete offer;
  - ii. availability or condition of the receiving facsimile equipment;
  - 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 an offer; or
  - vii. security of offer data.
- c. An Offer transmitted by facsimile constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)):
  - 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.DGAreceptiondessomissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessomissions-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 the 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 epost Connect 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 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. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05."

### 2.1.1 SACC Manual Clauses

<u>M0019T</u>	Firm Price and/or Rates	(2007-05-25)
<u>M1004T</u>	Condition of Material	(2016-01-28)

### 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:

BRU: Western Region Bid Receiving Unit (Winnipeg)  
Address: Room 100, 167 Lombard Avenue  
Winnipeg, Manitoba R3B 0T6

E-post Connect: [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)  
Bid Fax: (204) 983-0338

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) 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

- 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. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. 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 (one hard copy)  
Section II: Financial Offer (one hard copy)  
Section III: Certifications (one 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:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) 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:

- 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".

##### **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.

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

- Must be able to provide all the items listed in Annex A – Requirement (by submitting a bid, the bidder is stating they can and are able to provide the items listed in Annex A requirement.

Compliance: Yes \_\_\_\_\_ No \_\_\_\_\_

- Must be able to provide pricing for all the items listed in Annex B – Basis of Payment

Compliance: Yes \_\_\_\_\_ No \_\_\_\_\_

- Packaging cannot contain any glass.

Compliance: Yes \_\_\_\_\_ No \_\_\_\_\_

- Any of the items listed in annex A – Requirement and Annex B – Basis of Payment cannot contain any alcohol.

Compliance: Yes \_\_\_\_\_ No \_\_\_\_\_

- All of the items listed in annex A – Requirement and Annex B – Basis of Payment must be free of animal by-products.

Compliance: Yes \_\_\_\_\_ No \_\_\_\_\_

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Evaluation of Price

The lowest evaluated price will be calculated as follows:

For each line item – item – the prices per unit bid will be totalled for Year 1 (items 1-18), Option Year 1 (items 1-18) and Option Year 2 (items 1-18)

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

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection

An offer must comply with the requirements of the Request for standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

SACC Manual Clause [M0031T](#) (2007-05-25), Basis of Selection – Mandatory Technical Criteria Only

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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 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.

### **5.2 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 procurement 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/canada-labour's) 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 "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](#) (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, 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: September 1 to November 30;
- 2nd quarter: December 1 to February 28;
- 3rd quarter: March 1 to May 30;
- 4th quarter: June 1 to August 31.

The data must be submitted to the Standing Offer Authority no later than fifteen (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 31 August 2019.

#### **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 two (2) additional one (1) year periods 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 fifteen (15) 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 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

#### **6.4.4 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:

Karen Chubey  
Procurement Specialist  
Public Works and Government Services Canada  
Procurement Branch  
Suite 100-167 Lombard Avenue  
P.O. Box 1408  
Winnipeg, MB R3C 2Z1

Telephone: 204-291-5928  
Facsimile: 204-983-7796  
E-mail address: [karen.chubey@pwgsc-tpsgc.gc.ca](mailto:karen.chubey@pwgsc-tpsgc.gc.ca)

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

Solicitation No. - N° de l'invitation  
21520-199432/A  
Client Ref. No. - N° de réf. du client  
21520-199432

Amd. No. - N° de la modif.  
File No. - N° du dossier  
7342.21520-199432

Buyer ID - Id de l'acheteur  
wpg113  
CCC No./N° CCC - FMS No./N° VME

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### 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: \_\_\_\_\_

Organization: \_\_\_\_\_

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 (CSC) at the Saskatchewan Penitentiary in Prince Albert, Saskatchewan, Willow Cree Healing Lodge in Duck Lake, Saskatchewan and the Regional Psychiatric Centre in Saskatoon, Saskatchewan.

### 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 1 and 2 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 \$\_\_\_\_\_ (Applicable Taxes included) **(To be inserted at award)**.

## 6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ **(To be inserted at award)** (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 three (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.

## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2018-05-22), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010A](#) (2016-04-04), General Conditions – Goods (Medium Complexity);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Usage Reporting;
- h) the Offeror's offer dated \_\_\_\_\_ **(To be inserted at award)**.

## 6.11 Certifications and Additional Information

### 6.11.1 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 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 7.1 Statement of Requirement

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

### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

[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.

### 7.3 Term of Contract

#### 7.3.1 Delivery Date

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

### 7.4 Payment

#### 7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$\_\_\_\_\_ (**To be inserted at contract award**). Customs duties are excluded and Applicable Taxes are extra.

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

#### 7.4.2 Limitation of Price

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

#### 7.4.3 Multiple Payments

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

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#### **7.4.4 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);

#### **7.5 Invoicing Instructions**

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

#### **7.6 Insurance**

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance

#### **7.8 SACC *Manual* Clauses**

[B7500C](#) Excess Goods (2006-06-16)

## ANNEX "A"

### STATEMENT OF REQUIREMENT

Correctional Services Canada (CSC) at the Saskatchewan Penitentiary in Prince Albert, Saskatchewan, Willow Cree Healing Lodge in Duck Lake, Saskatchewan and the Regional Psychiatric Centre in Saskatoon, Saskatchewan require a Regional Individual Standing Offer (RISO) for the supply and delivery of Personal Toiletry Items on an as and when requested basis.

Item	Reference/Stock No. and Description
1	Bottles, clear plastic or translucent bottle with screw cap, 1 ounce, label must be attached and must read "BLEACH/AGENTDE BLANCHIMENT, DO NOT DRINK OR INJECT/NE PAS BOIRE OU INJECTER"
2	Bottles, clear plastic or translucent with screw cap, 1 ounce, label must be attached and must read "WATER/EAU"
3	Comb, plastic, without handle, 4 to 6 inch size
4	Condoms, latex, non-lubricated/non-sperm, packaged individually
5	Dental Dams, 6" X 6", latex, hygienic, medium
6	Denture adhesive, 40 gm to 50 gm tube, cannot contain alcohol or zinc, clear or translucent packaging preferred, cannot contain alcohol, must be free of animal by-products
7	Denture cleaning tablets, individually packaged, minimum 4 tablets per sleeve, cannot contain alcohol, must be free of animal by-products
8	Deodorant, clear tube, 50 gm to 60 gm, low scent or unscented, cannot contain alcohol, cannot be aerosol, must be free of animal by-products
9	Hairbrush, no handle, cannot contain metal
10	Lubricant, water base, single use, 3.5 gm, must be free of animal by-products
11	Shampoo or shampoo/body wash, clear plastic or translucent bottle, 1 litre size must be free of animal by-products
12	Shaving gel, clear plastic or translucent container, low scent or unscented, 3 oz to 4 oz size, cannot contain alcohol, must be free of animal by-products
13	Soap, bar, individually wrapped, low scent or unscented, 75 gm to 90 gm size, must be free of animal by-products
14	Soap dish, clear or translucent, hinged or two piece, 4 oz to 5 oz size
15	Razor, plastic, disposable, minimum twin blade, lubrication strip
16	Toothbrush, security thumb style, individually packaged, flexible material, maximum 4 inch length
17	Toothbrush, soft or medium bristles, individually packaged, regular length
18	Toothpaste, with fluoride, clear plastic or translucent container, 2.5 to 4 oz size, cannot contain alcohol, must be free of animal by-products
19	Miscellaneous personal toiletries, percentage discount

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**\*\*\*\*\* Packaging cannot contain glass, all products must be alcohol free and must be free of animal by-products.**

**ANNEX "B"**

**BASIS OF PAYMENT**

- All prices must be in Canadian Dollars.
- Bidders must provide firm prices and rates for items they wish to provide
- The Offeror must bid on all of the line items in Annex B – Basis of Payment for each period
- Failure to provide a minimum of 100% pricing (pricing on all line items) will render the offer non-compliant without further consideration being given.
- Estimated quantities are for evaluation purposes only
- Pricing includes all shipping and delivery charges
- GST extra if applicable, including all custom duties.

**Year 1 – date of issuance to August 31, 2019**

Item #	Reference/Stock No. and Description	Product Offered	Unit of Measure	Estimated Quantity	Firm Unit Price	Evaluated Total Price
1	Bottles, clear plastic or translucent bottle with screw cap, 1 ounce, label must be attached and must read "BLEACH/AGENT DE BLANCHIMENT, DO NOT DRINK OR INJECT/NE PAS BOIRE OU INJECTER"		EA	2,000	\$ _____	\$ _____
2	Bottles, clear plastic or translucent with screw cap, 1 ounce, label must be attached and must read "WATER/EAU"		EA	2,000	\$ _____	\$ _____
3	Comb, plastic, without handle, 4 to 6 inch size		EA	2,000	\$ _____	\$ _____
4	Condoms, latex, non-lubricated/non-sperm, packaged individually		EA	11,000	\$ _____	\$ _____
5	Dental Dams, 6" X 6", latex, hygienic, medium		EA	2,000	\$ _____	\$ _____

6	Denture adhesive, 40 gm to 50 gm tube, cannot contain alcohol or zinc, clear or translucent packaging preferred, cannot contain alcohol, must be free of animal by-products		EA	1,250	\$ _____	\$ _____
7	Denture cleaning tablets, individually packaged, minimum 4 tablets per sleeve, cannot contain alcohol, must be free of animal by-products		EA	10,500	\$ _____	\$ _____
8	Deodorant, clear tube, 50 gm to 60 gm, low scent or unscented, cannot contain alcohol, cannot be aerosol, must be free of animal by-products		EA	7,500	\$ _____	\$ _____
9	Hairbrush, no handle, cannot contain metal		EA	250	\$ _____	\$ _____
10	Lubricant, water base, single use, 3.5 gm, must be free of animal by-products		EA	3,500	\$ _____	\$ _____
11	Shampoo or shampoo/body wash, clear plastic or translucent bottle, 1 litre size must be free of animal by-products		EA	4,000	\$ _____	\$ _____
12	Shaving gel, clear plastic or translucent container, low		EA	3,000	\$ _____	\$ _____

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	scent or unscented, 3 oz to 4 oz size, cannot contain alcohol, must be free of animal by-products					
13	Soap, bar, individually wrapped, unscented, 75 gm to 90 gm size, must be free of animal by-products		EA	6,500	\$ _____	\$ _____
14	Soap dish, clear or translucent, hinged or two piece, 4 oz to 5 oz size		EA	1,000	\$ _____	\$ _____
15	Razor, plastic, disposable, minimum twin blade, lubrication strip		EA	50,000	\$ _____	\$ _____
16	Toothbrush, security thumb style, individually packaged, flexible material, maximum 4 inch length		EA	15,000	\$ _____	\$ _____
17	Toothbrush, soft or medium bristles, individually packaged, regular length		EA	2,800	\$ _____	\$ _____
18	Toothpaste, with fluoride, clear plastic or translucent container, 2.5 to 4 oz size, cannot contain alcohol, must be free of animal by-products		EA	3,500	\$ _____	\$ _____
19	Miscellaneous personal toiletries, percentage discount	N/A	EA	\$1,000	_____ % discount off published catalogue pricing.	

**Option Year 1 – September 1, 2019 to August 31, 2020**

Item #	Reference/Stock No. and Description	Product Offered	Unit of Measure	Estimated Quantity	Firm Unit Price	Evaluated Total Price
1	Bottles, clear plastic or translucent bottle with screw cap, 1 ounce, label must be attached and must read "BLEACH/AGENT DE BLANCHIMENT, DO NOT DRINK OR INJECT/NE PAS BOIRE OU INJECTER"		EA	2,000	\$ _____	\$ _____
2	Bottles, clear plastic or translucent with screw cap, 1 ounce, label must be attached and must read "WATER/EAU"		EA	2,000	\$ _____	\$ _____
3	Comb, plastic, without handle, 4 to 6 inch size		EA	2,000	\$ _____	\$ _____
4	Condoms, latex, non-lubricated/non-sperm, packaged individually		EA	11,000	\$ _____	\$ _____
5	Dental Dams, 6" X 6", latex, hygienic, medium		EA	2,000	\$ _____	\$ _____
6	Denture adhesive, 40 gm to 50 gm tube, cannot contain alcohol or zinc, clear or translucent packaging preferred, cannot contain alcohol, must be free of animal by-products		EA	1,250	\$ _____	\$ _____
7	Denture cleaning tablets,					

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	individually packaged, minimum 4 tablets per sleeve, cannot contain alcohol, must be free of animal by-products		EA	10,500	\$ _____	\$ _____
8	Deodorant, clear tube, 50 gm to 60 gm, low scent or unscented, cannot contain alcohol, cannot be aerosol, must be free of animal by-products		EA	7,500	\$ _____	\$ _____
9	Hairbrush, no handle, cannot contain metal		EA	250	\$ _____	\$ _____
10	Lubricant, water base, single use, 3.5 gm, must be free of animal by-products		EA	3,500	\$ _____	\$ _____
11	Shampoo or shampoo/body wash, clear plastic or translucent bottle, 1 litre size must be free of animal by-products		EA	4,000	\$ _____	\$ _____
12	Shaving gel, clear plastic or translucent container, low scent or unscented, 3 oz to 4 oz size, cannot contain alcohol, must be free of animal by-products		EA	3,000	\$ _____	\$ _____
13	Soap, bar, individually wrapped, unscented, 75 gm to 90 gm size, must be free of animal by-products		EA	6,500	\$ _____	\$ _____

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14	Soap dish, clear or translucent, hinged or two piece, 4 oz to 5 oz size		EA	1,000	\$ _____	\$ _____
15	Razor, plastic, disposable, minimum twin blade, lubrication strip		EA	50,000	\$ _____	\$ _____
16	Toothbrush, security thumb style, individually packaged, flexible material, maximum 4 inch length		EA	15,000	\$ _____	\$ _____
17	Toothbrush, soft or medium bristles, individually packaged, regular length		EA	2,800	\$ _____	\$ _____
18	Toothpaste, with fluoride, clear plastic or translucent container, 2.5 to 4 oz size, cannot contain alcohol, must be free of animal by-products		EA	3,500	\$ _____	\$ _____
19	Miscellaneous personal toiletries, percentage discount	N/A	EA	\$1,000	_____ % discount off published catalogue pricing.	

**Option Year 2 – September 1, 2020 to August 31 2021**

Item #	Reference/Stock No. and Description	Product Offered	Unit of Measure	Estimated Quantity	Firm Unit Price	Evaluated Total Price
1	Bottles, clear plastic or translucent bottle with screw cap, 1 ounce, label must be attached and must read "BLEACH/AGENT DE		EA	2,000	\$ _____	\$ _____

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	BLANCHIMENT, DO NOT DRINK OR INJECT/NE PAS BOIRE OU INJECTER					
2	Bottles, clear plastic or translucent with screw cap, 1 ounce, label must be attached and must read "WATER/EAU"		EA	2,000	\$ _____	\$ _____
3	Comb, plastic, without handle, 4 to 6 inch size		EA	2,000	\$ _____	\$ _____
4	Condoms, latex, non-lubricated/non-sperm, packaged individually		EA	11,000	\$ _____	\$ _____
5	Dental Dams, 6" X 6", latex, hygienic, medium		EA	2,000	\$ _____	\$ _____
6	Denture adhesive, 40 gm to 50 gm tube, cannot contain alcohol or zinc, clear or translucent packaging preferred, cannot contain alcohol, must be free of animal by-products		EA	1,250	\$ _____	\$ _____
7	Denture cleaning tablets, individually packaged, minimum 4 tablets per sleeve, cannot contain alcohol, must be free of animal by-products		EA	10,500	\$ _____	\$ _____
8	Deodorant, clear tube, 50 gm to 60 gm, low scent or unscented, cannot contain alcohol, cannot		EA	7,500	\$ _____	\$ _____

	be aerosol, must be free of animal by-products					
9	Hairbrush, no handle, cannot contain metal		EA	250	\$ _____	\$ _____
10	Lubricant, water base, single use, 3.5 gm, must be free of animal by-products		EA	3,500	\$ _____	\$ _____
11	Shampoo or shampoo/body wash, clear plastic or translucent bottle, 1 litre size must be free of animal by-products		EA	4,000	\$ _____	\$ _____
12	Shaving gel, clear plastic or translucent container, low scent or unscented, 3 oz to 4 oz size, cannot contain alcohol, must be free of animal by-products		EA	3,000	\$ _____	\$ _____
13	Soap, bar, individually wrapped, unscented, 75 gm to 90 gm size, must be free of animal by-products		EA	6,500	\$ _____	\$ _____
14	Soap dish, clear or translucent, hinged or two piece, 4 oz to 5 oz size		EA	1,000	\$ _____	\$ _____
15	Razor, plastic, disposable, minimum twin blade, lubrication strip		EA	50,000	\$ _____	\$ _____
16	Toothbrush, security thumb style, individually packaged, flexible material,		EA	15,000	\$ _____	\$ _____

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	maximum 4 inch length					
17	Toothbrush, soft or medium bristles, individually packaged, regular length		EA	2,800	\$ _____	\$ _____
18	Toothpaste, with fluoride, clear plastic or translucent container, 2.5 to 4 oz size, cannot contain alcohol, must be free of animal by-products		EA	3,500	\$ _____	\$ _____
19	Miscellaneous personal toiletries, percentage discount	N/A	EA	\$1,000	_____ % discount off published catalogue pricing.	

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**ANNEX "C"**

**STANDING OFFER USAGE REPORTING**

Return to:  
ATTN.: Karen Chubey  
Public Works and Government Services Canada  
Acquisitions Branch  
Facsimile: (204) 983-7796  
Telephone: (204) 291-5928  
Email: karen.chubey@pwgsc-tpsgc.gc.ca

**Quarterly Usage Report Schedule:**  
1st quarter: September 1 to November 30;  
2nd quarter: December 1 to February 28;  
3rd quarter: March 1 to May 30;  
4th quarter: June 1 to August 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:

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## **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);