



**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  
Tel: (306) 975-5207**

**Request For a Standing Offer  
Demande d'offre à commandes**

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

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**

To be included in Standing Offer call up document.

**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  
Saskatchewan  
S7K 0E1

<b>Title - Sujet</b> Plumbing Supplies	
<b>Solicitation No. - N° de l'invitation</b> EW478-182011/A	<b>Date</b> 2018-07-25
<b>Client Reference No. - N° de référence du client</b> EW478-182011	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$STN-203-5071
<b>File No. - N° de dossier</b> STN-7-40047 (203)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-09-04</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Munzer, Pam	<b>Buyer Id - Id de l'acheteur</b> stn203
<b>Telephone No. - N° de téléphone</b> (403)560-1236 ( )	<b>FAX No. - N° de FAX</b> (306)975-5397
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> To be included in Standing Offer Call up Document.	
<b>Security - Sécurité</b> 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**

<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b>	<b>Facsimile No. - N° de télécopieur</b>
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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**This Standing Offer cannot be used for requirements in locations which fall under the Procurement Strategy for Aboriginal Business, the Set-Aside Program for Aboriginal Business, and Comprehensive Land Claim Agreements.**

## **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 Electronic Payment Instruments and any other annexes.

### **1.2 Summary**

- 1.2.1 Public Services and Procurement Canada has a requirement to establish a Regional Master Standing Offer (RMSO) for the supply and delivery of Plumbing and Heating Supplies to Federal Government Departments and Agencies located in Alberta, Saskatchewan and Manitoba if and when identified users request such goods during the periods of the Standing offer. This Standing offer will incorporate the Federal/Provincial/Territorial Collaborative Procurement Initiative which allows users from the Provinces and Territories to become part of this Standing Offer. Currently the Province of Manitoba has requested to be part of the Standing Offer. Additional users may be added during the solicitation phase.

The period of the SO is from October 1, 2018 to September 30, 2019 with two (2) additional one (1) year option periods.

It is Canada's intention to issue up to two (2) standing offers, one for Alberta Zone and one for Manitoba/Saskatchewan Zone.

1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### 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.

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

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.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto: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 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

M0019T (2007-05-25), Firm Price and/or Rates

### 2.2 Submission of Offers

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

E-post Connect: [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)

### **2.3 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) 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.

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## 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 (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:

- (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.

Offerors are to provide a basis of payment for each Zone. Any percentage discount must be clearly indicated. Any reference to "special pricing available on request" or other like terminology will not be considered.

Offerors must offer a firm percentage (%) discount for all categories indicated, otherwise a discount of 0% will be applied for evaluation purposes.

Pricing will be based on suggested list prices (GST not included) as shown in Allpriser Red Plumbing & Heating Pricing Guide for the applicable zone. A subscription of the Allpriser Price Guide can be obtained by contacting:

Allpriser Ltd.  
Box 307, Station D, 322 La Rose Ave  
Etobicoke ON Canada M9A 4X3  
Website : [www.allpriser.com](http://www.allpriser.com)

The estimated dollar usage provided in Annex B Basis of Payment are for evaluation purposes only.

#### **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**

See Annex E – Compliance Matrix – Minimum Mandatory Performance Specifications

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Evaluation of Price - Canadian/Foreign Offerors**

1. The price of the offer will be evaluated as follows:
  - a. Canadian-based offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. foreign-based offerors must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based offerors.
2. Unless the Request for Standing Offers (RFSO) specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the RFSO closing date, or on another date specified in the RFSO, will be applied as a conversion factor to the offers submitted in foreign currency.
3. Although Canada reserves the right to issue the Standing Offer either on an FOB plant or FOB destination, Canada requests that offerors provide prices FOB their plant or shipping point and FOB destination. Offers will be assessed on an FOB destination basis.
4. For the purpose of the RFSO, offerors with an address in Canada are considered Canadian-based offerors, and offerors with an address outside of Canada are considered foreign-based offerors.

The evaluated offered price will be reached as follows:

For both Table 1 & 2 Lines 1-25

$((\text{Column A} - (\text{Column A} \times \text{Column B})) + ((\text{Column A} - (\text{Column A} \times \text{Column C})) + ((\text{Column A} - (\text{Column A} \times \text{Column D})) = \text{Line Subtotal}$

The aggregate sum of all line subtotals will be added together for a table subtotal.

The aggregate sum of Table Subtotal from Tables 1 & 2 will be added together to find total Evaluated Offered Price.

Solicitation No. - N° de l'invitation  
EW478-182011/A  
Client Ref. No. - N° de réf. du client  
EW478-182011

Amd. No. - N° de la modif.  
File No. - N° du dossier  
STN-7-40047

Buyer ID - Id de l'acheteur  
stn203  
CCC No./N° CCC - FMS No./N° VME

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A maximum of 2 SOA may be issued as a result. The lowest offeror for Table 1 will be issued for delivery in AB. The lowest offeror for Tab 2 will be issued for delivery in Sask/MB. If an offeror is the lowest for both then only one SOA will be issued.

The estimated annual value is for evaluation purposes only and will not form any part of the resulting standing offer.

#### **4.2 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.

## **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 "B".

#### **6.2 Security Requirements**

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 entitled "Standing Offer Usage Report". 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 basis 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 thirty (30) 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 September 1, 2018 to August 31, 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 an additional two (2) one (1) year periods, from September 1, 2019 to August 31, 2020 and September 1, 2020 to August 31, 2021 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

#### **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 for the solicitation period is:

Name: Pam Munzer  
Title: Procurement Team Leader  
Public Services and Procurement Canada  
Procurement Branch  
Telephone: 403-560-1236  
Facsimile: 403-292-5786  
E-mail address: [pam.munzer@pwgsc-tpsgc.gc.ca](mailto:pam.munzer@pwgsc-tpsgc.gc.ca)

The Standing Offer Authority for the Standing Offer Management period is:

Name: Shannon McDonald  
Title: Procurement Officer  
Public Services and Procurement Canada  
Procurement Branch  
Address: Suite 110, 101-22<sup>nd</sup> St E  
Saskatoon SK S7K 0E1  
Telephone: 306-251-2684  
Facsimile: 306-975-5397  
E-mail address: [Shannon.mcdonald@tpsgc-pwgsc.gc.ca](mailto:Shannon.mcdonald@tpsgc-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.

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### 6.5.3 Offeror's Representative

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

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

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

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### 6.6 Identified Users

#### 6.6.1 Federal Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

#### 6.6.2 Provincial/Territorial Identified Users

Below is a list of authorized organizations that could make call-ups against the Standing Offer.

- Manitoba

### 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 \$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
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_

## 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 Saskatchewan.

## B. RESULTING CONTRACT CLAUSES

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

### 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 thirteen (13) Interest on Overdue Accounts, of 2010A (2018-06-21) will not apply to payments made by credit cards.

### **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 Contract, the Contractor will be paid a firm price, as specified in Annex B. 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.

#### **6.4.2 Limitation of Price**

*SACC Manual* clause C6000C (2017-08-21) Limitation of Price

#### **6.4.3 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

#### **6.4.4 SACC Manual Clauses**

C2000C (2007-11-30), Taxes - Foreign-based Contractor

#### **6.4.5 Electronic Payment of Invoices – Call-up**

(To be determined at Standing Offer issuance)

## 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.

Each invoice must be supported by:

- a. For each Allpriser-listed item, invoice must include the applicable Allpriser section, the current Allpriser list price, the applicable discount percentage for that item, and the net price.
- b. For each miscellaneous item, invoice must be accompanied by a copy of the Manufacturers published price list or catalogue price for the item, the applicable discount percentage for that item, and the net price; or a copy of the Contractor's paid invoice to support the price charged.

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the Project Authority identified in the call-up against the Standing Offer.

## 6.6 Insurance

G1005C (2016-01-28) Insurance, No Specific Requirement  
A9068C (2010-01-11) Government Site Regulations  
B1501C (2006-06-16) Electrical Equipment  
B7500C (2006-06-16) Excess Goods

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## ANNEX "A" - REQUIREMENT

### 1. Offeror Service

Offeror must be able to receive orders by telephone, facsimile, and e-mail. Offeror must be open for business Monday to Friday, from 8:00 AM to 5:00 PM local time (except for Statutory Holidays).

### 2. Delivery Response Time

Supply is to be made from the supplier's outlet closest to the consignee.

#### For consignees within the city/town/normal delivery area:

Delivery shall be made within one (1) calendar day for stocked items and fourteen (14) days for non-stocked items, from receipt of a call-up against the Standing Offer.

#### For consignees outside the city/town/normal delivery area:

Goods will be considered not-stocked therefore, delivery will be fourteen (14) days from receipt of call-up against the Standing Offer.

Delivery on emergency items and for short turnaround should be completed as required, however, for all non-emergency items all items should be held and delivered when full order can be filled.

### 3. Equivalent Products

Upon receipt of a call-up, the Offeror must advise the Identified User immediately if products are not available. The Offeror must offer an equivalent item with the same specification or better at the same or lower price.

### 4. Ordered Products

If a delivery error is made by the Offeror, the Offeror must pickup, free of charge, replace, credit or refund any items(s) within five (5) working days after notification by the Identified Users.

If the product is damaged and/or defective, the Offeror must replace at no charge within five (5) working days of notification.

Items ordered in error and found not to be required may be returned with thirty (30) calendar days, transportation charges prepaid and at prices in effect on date of purchase.

When the supplier requests confirmation that an item has been ordered correctly, which item is not normally stocked and such items are confirmed by the requisitioning department, then such items shall not be returnable.

### 5. Call-ups

Call-ups against the Standing Offer may be made by client departments and Agencies to fill multiple small quantity orders for several delivery points within their facility. It is possible that call-ups for small quantities of items or single items may be made during the period of the Standing Offer. The Call-up document will indicate any special delivery instructions.

### 6. Packing Slips and Shipments

A packing slip indicating the Standing Offer number, the call-up number, the shipping date, quantities, unit(s) and part number of deliverables must be included with each shipment.

All items shall remain the responsibility of the Offeror until delivered and accepted by the Designated User. Cost associated with damage in transit to the destination will be borne by the Offeror.

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**7. Shipment and Delivery**

Shipments shall be consigned to the destination specified in the call-up document and delivered FOB, off-loaded, and including all delivery charges to the destination for all consignees in the city/town where the suppliers branch is located or within the suppliers normal delivery area (if greater than the city/town limits). Delivery must come from the nearest Company Branch location to keep delivery costs to a minimum.

Goods ordered that are not-stocked in the suppliers warehouse shall be consigned FOB including all delivery charges to the suppliers warehouse and then forwarded to the consignee FOB off-loaded to destination, freight charges prepaid and then listed as a separate item on the invoice.

**BRANCH LISTINGS**

This list shall be maintained and updated by the Offeror throughout the life of the Standing Offer. Any requests for changes to this list must be made in writing to the Standing Offer Authority identified within this document. Call-up can only be fulfilled from a designated Offeror location listed in the offer.

*(Information in table below to be completed upon contract award)*

COMPANY BRANCHES for: _____				
Item	Company Name, Contact Name and Address	Telephone	Facsimile	Email Address

*For information purposes only:* The majority of usage will likely emanate from, but is not restricted to the following areas; Winnipeg and Brandon Manitoba, Selkirk Manitoba, Prince Albert, Saskatoon and Regina Saskatchewan, Edmonton, Cold Lake, Calgary, Red Deer, Lethbridge and Medicine Hat, Alberta.

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**ANNEX B – BASIS OF PAYMENT**

**Basis of Pricing**

Pricing will be based on suggested list prices (GST not included) as shown in Allpriser Red Plumbing & Heating Pricing Guide for the applicable zone. A subscription of the Allpriser Price Guide can be obtained by contacting:

Allpriser Ltd.  
 Box 307, Station D  
 322 La Rose Ave  
 Etobicoke ON Canada M9A 4X3  
 Website : [www.allpriser.com](http://www.allpriser.com)

**Table 1: Alberta Zone**

Item	Description	Annual Estimated Dollar Usage Column A	Firm Discount Offered – Year 1 Column B	Firm Discount Offered – Option Year 1 Column C	Firm Discount Offered – Option Year 2 Column D
1	Baths & Showers	\$20,000.00	%	%	%
2	Lavatories (Bathroom Sinks)	\$15,000.00	%	%	%
3	Closets, Seats & Urinals (Toilets)	\$20,000.00	%	%	%
4	Sinks and laundry tubs	\$5,000.00	%	%	%
5	Drinking Fountains	\$5,000.00	%	%	%
6	Residential Faucets	\$10,000.00	%	%	%
7	Mics. Plumbing Brass	\$10,000.00	%	%	%
8	Commercial Faucets	\$10,000.00	%	%	%
9	Pumps & Water Softeners	\$4,000.00	%	%	%

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10	Water Heaters		\$15,000.00		%	%	%
11	Boilers & Radiators		\$10,000.00		%	%	%
12	Warm Air Accessories		\$5,000.00		%	%	%
13	Heating Specialties		\$12,000.00		%	%	%
14	Repair Parts		\$5,000.00		%	%	%
15	Waterworks		\$8,000.00		%	%	%
16	Copper & Brass Pipe & Fittings		\$50,000.00		%	%	%
17	Valves, copper & brass		\$30,000.00		%	%	%
18	Steel Pipe & Fittings		\$15,000.00		%	%	%
19	Soil Pipe & Fittings		\$10,000.00		%	%	%
20	Plastic – Drain & Sewer		\$6,000.00		%	%	%
21	Plastic – Pressure		\$7,000.00		%	%	%
22	Drains		\$7,000.00		%	%	%
23	Hangers		\$5,000.00		%	%	%
24	Tools		\$6,000.00		%	%	%
25	Miscellaneous plumbing and heating related goods not listed in the Allpriser Redbook Price Guide		\$10,000.00		%	%	%

\*\*\* (The estimated annual value is for evaluation purposes only and will not form any part of the resulting standing offer.)

**Table 2: Manitoba/Saskatchewan Zone**

Item	Description	Annual Estimated Dollar Usage Column A	Firm Discount Offered – Contract Period Year 1 Column B	Firm Discount Offered – Contract Option Year 1 Column C	Firm Discount Offered – Contract Option Year 2 Column D
1	Baths & Showers	\$20,000.00	%	%	%
2	Lavatories (Bathroom Sinks)	\$15,000.00	%	%	%
3	Closets, Seats & Urinals (Toilets)	\$20,000.00	%	%	%
4	Sinks and laundry tubs	\$5,000.00	%	%	%
5	Drinking Fountains	\$5,000.00	%	%	%
6	Residential Faucets	\$10,000.00	%	%	%
7	Mics. Plumbing Brass	\$10,000.00	%	%	%
8	Commercial Faucets	\$10,000.00	%	%	%
9	Pumps & Water Softeners	\$4,000.00	%	%	%
10	Water Heaters	\$15,000.00	%	%	%
11	Boilers & Radiators	\$10,000.00	%	%	%
12	Warm Air Accessories	\$5,000.00	%	%	%
13	Heating Specialties	\$12,000.00	%	%	%
14	Repair Parts	\$5,000.00	%	%	%
15	Waterworks	\$8,000.00	%	%	%

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16	Copper & Brass Pipe & Fittings	\$50,000.00	%	%	%
17	Valves, copper & brass	\$30,000.00	%	%	%
18	Steel Pipe & Fittings	\$15,000.00	%	%	%
19	Soil Pipe & Fittings	\$10,000.00	%	%	%
20	Plastic – Drain & Sewer	\$6,000.00	%	%	%
21	Plastic – Pressure	\$7,000.00	%	%	%
22	Drains	\$7,000.00	%	%	%
23	Hangers	\$5,000.00	%	%	%
24	Tools	\$6,000.00	%	%	%
25	Miscellaneous plumbing and heating related goods not listed in the Allpriser Redbook Price Guide	\$10,000.00	%	%	%

\*\*\* (The estimated annual value is for evaluation purposes only and will not form any part of the resulting standing offer.)

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### ANNEX C- STANDING OFFER USAGE REPORT

Return to:

Public Works and Government Services Canada  
Facsimile: (306) 975-5397  
Email: [WST-PA-CAL@pwgsc-tpsgc.gc.ca](mailto:WST-PA-CAL@pwgsc-tpsgc.gc.ca)

**Quarterly Usage Report Schedule:**

1st quarter: January 1 to March 31;  
2nd quarter: April 1 to June 30;  
3rd quarter: July 1 to September 30;  
4th quarter: October 1 to December 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. 1Description	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);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

**Annex E - COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS**

A complete list of the minimum mandatory performance specifications are detailed below in the “Compliance Matrix”. Bidders are to clearly demonstrate compliance with each mandatory specification.

1. Bidders **must** show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered “meets” or “doesn’t meet”.
2. Bidders are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Compliance Matrix.
3. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.
4. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
5. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.
6. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

**COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:**

Item #	Performance Specification	Status (M) Mandatory	Performance Specification Met? Indicate either Yes/No	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documents.
1	Offeror must agree to all points listed in the Annex A Requirement, and provide a list of their designated operational/retail outlets as per the Annex A - Requirement from which call-ups may only be fulfilled.	M			

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	Provide the information: Company Name Contact Person Name Company Address Company Telephone Number(s) Company Facsimile Number Company Email				
2	Offeror must have the capacity to provide the goods from the categories listed in the Annex B, Basis of Payment.	M			