



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3
Bid Fax: (613) 687-6656

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

Regional Individual Standing Offer (RISO)
Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada Supply
and Services Operation
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa
Ontario
K8H 2X3

Title - Sujet Snack Cakes	
Solicitation No. - N° de l'invitation W0107-191529/A	Date 2019-03-27
Client Reference No. - N° de référence du client W0107-19-1529	GETS Ref. No. - N° de réf. de SEAG PW-\$PET-908-1566
File No. - N° de dossier PET-8-49050 (908)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-04-12	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: McCartney, Sharon	Buyer Id - Id de l'acheteur pet908
Telephone No. - N° de téléphone (613)545-8674 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE GARRISON PETAWAWA NORMANDY CRT KIT 132 NICKLIN PARADE SQ, BLDG G-104 PETAWAWA Ontario K8H2X3 Canada	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into 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; and
- 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** Garrison Petawawa, Food Services requires a one (1) year Regional Individual Standing Offer (RISO) to be used by the numerous lodger and training units located in the Garrison Petawawa Area of Operation on an "as and when requested" basis for the supply and delivery of Snack Cakes products.

The Period of the Standing Offer is from 1 May 2019 to 30 April 2020.

This Request for Standing Offers may result in the issuance of one (1) Regional Individual Standing Offers.

- 1.2.2** The requirement is subject to the provisions of 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 fifteen (15) working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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: 90 days

The 2006 standard instructions is amended as follows:

Section 08, entitled Submission of offers, is amended as follows:

Subsection 2 is deleted entirely and replaced with the following:

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

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

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

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

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:

Bid Receiving Public Works and Government Services Canada
Petawawa Procurement
Building S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa, Ontario, K8H 2X3
Bid Fax: (613) 687-6656

Email address to initiate an epost Connect service: TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca.

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.4 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Financial Offer

Section II: 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: Financial Offer (one (1) hard copy)

Section II: Certifications (one (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 their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Offer

Offerors must submit their financial offer in accordance with Annex "B" - Basis of Payment.

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3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section II: 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 Financial Evaluation

4.1.1.1 Mandatory Financial Criteria

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

The Offeror must complete and submit its financial offer in accordance with Annex "B" - Basis of Payment.

Pricing must be provided for all line items as listed and a percentage mark-up amount.

All prices are in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.1.2 As stipulated in 2006 Standard Instructions, the quantity of goods specified in the RFSO are only an approximation of requirements given in good faith.

4.1.1.3 Pack/Unit Size

If a requested size is no longer available, it is up to the offeror to contact the Standing Offer Authority no later than seven (7) calendar days prior to the closing date with a proposed alternative size.

Where changes to pack or unit size are proposed the following must be met:

- a. The proposed change is necessary because the original pack size specified is unavailable in the industry; and
- b. The new proposed size reflects the next size up or down (from the original size specified) that is available in the industry.

4.1.1.4 Evaluation of Price

The price used in the evaluation will be the Extended Unit of Measure Price (Column C) for each line.

The evaluated price will be the aggregate of:

The Extended Unit of Measure Price (Column C) for each item in Annex "B" - Basis of Payment, is calculated by multiplying the Estimated Yearly Usage (Column A) by the Firm Unit of Measure Price (Column B) in accordance with Annex "B" - Basis of Payment.

The Evaluated Price is the sum of the Extended Unit of Measure Price (Column C) Annex "B" - Basis of Payment.

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

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4.2 Basis of Selection

4.2.1 The compliant offer with the lowest evaluated price for each Annex "B" - Basis of Payment Table will be recommended for issuance of a Standing Offer for the applicable pricing basis upon compliance with the conditions stated in Part 5. If an Offeror is recommended for Standing Offers for more than one Table the applicable Tables will be combined into one Standing Offer.

4.2.1.1 *SACC Manual* Clause [M0069T](#) (2007-05-25) Basis of Selection

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) 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.

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5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Board of Directors Certification

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "F" Additional Certification Information 1. Board of Directors.

5.2.3.2 Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "F" Additional Certification Information 2. Procurement Business Number (PBN).

Suppliers may register for a PBN online at [Supplier Registration Information](#) (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

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 semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- first semi-annual period: May 1 to October 31
- second semi-annual period: November 1 to April 30

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 1 May 2019 to 30 April 2020.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer, and as stipulated in the call-up document.

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6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sharon McCartney
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region/Petawawa Procurement
Address: Bldg S-111, Rm C-114
101 Menin Rd. Garrison Petawawa
Petawawa, ON, K8H 2X3

Telephone: 613-545-8674
Facsimile: 613-545-8067
E-mail address: Sharon.McCartney@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

6.5.3 Offeror's Representative (to be completed by the bidder):

Name and telephone number of the person responsible for:

General Enquires:

Name: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

Delivery Follow-up:

Name: _____
Telephone: ____ - ____ - _____
Facsimile: ____ - ____ - _____
E-mail address: _____

6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence, Garrison Petawawa.

6.7 Call-up Instrument

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

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

or

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (to be insert at contract award) (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; and
- g) the Offeror's offer dated _____ (to be insert at contract award).

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 _____ **(to be completed by the Offeror)**.

6.12 Transition to an e-Procurement Solution (EPS)

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

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

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

B. RESULTING CONTRACT CLAUSES

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

6.1 Requirement

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

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

Section 16 Interest on Overdue Accounts, of [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards (**This clause will be inserted if payment by credit cards is accepted by the Offeror, otherwise it will be deleted**).

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract plus two (2) months inclusive.

6.3.2 Delivery Date

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

6.4 Payment

6.4.1 Basis of Payment- Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in in Annex "B" Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

6.4.2 Limitation of Price

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

6.4.3 Single Payment

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

6.4.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s) **(to be updated at contract award)**:

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. The following must be followed when submitting invoices:
 - a) The invoices must be in sequence with the table in Annex "B" Basis of Payment, showing the item number, description, unit of issue, quantity, unit price, extended price, sub-total, GST/HST and total;
 - b) The invoice must identify the call-up number;
 - c) The invoice must identify the consignee address where the goods were delivered; and
 - d) Each call-up and consignee point must be invoiced separately.
3. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement

6.7 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16), Canadian Forces Site Regulations
SACC Manual clause [B7500C](#) (2006-06-16), Excess Goods
SACC Manual clause [D0014C](#) (2007-11-30), Delivery of Fresh Chilled or Frozen Products
SACC Manual clause [D0018C](#) (2007-11-30), Delivery and Unloading
SACC Manual clause [D3004C](#) (2007-11-30), Type of Transport

6.8 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

ANNEX "A"

REQUIREMENT

1.0 REQUIREMENT

Garrison Petawawa, Food Services requires a one (1) year Regional Individual Standing Offer (RISO) to be used by the numerous lodger and training units located in the Garrison Petawawa Area of Operation on an "as and when requested" basis for the supply and delivery of Snack Cakes products.

2.0 STANDARDS

All packaged foods must comply with the following Standards and Regulations, but not limited to:

- i. The Canadian Food and Drug Regulations;
- ii. Canadian Food Inspection Agency (CFIA) Inspection Standards;
- iii. Canada Agriculture Products Act;
- iv. Consumer Packaging and Handling Act (as it relates to food);

3.0 DELIVERABLES

3.1 Minimum Call-up

- a. Due to limited storage space, no minimum call-ups or cost restriction on orders will apply. When an order is placed, the Project Authority will reference the Standing Offer number as well as the item number and a brief description of each item.

3.2 Amendments

- a. The Contractor must accept customer amendments (changes/quantity increases/ quantity decreases) to call-ups if they occur twenty-four (24) hours in advance of delivery.

3.3 Substitutions

- a. The Contractor must supply the products in the size/grade/brand quoted. No deviation from that size/grade/brand will be acceptable unless the stated size/grade/brand is no longer available to the industry. The Contractor must notify Project Authority and obtain their acceptance of the replacement size/grade/brand. Any changes to the items must be reflected in an amendment prepared by the Standing Offer Authority.
- b. If the Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted. The Contractor cannot charge more than what was quoted on the Standing Offer. If a product becomes temporarily unavailable for a short period of time due to Manufacturing Problems only, you are to supply a product of equal value (if available) at the quoted price, ONLY if acceptable by the Project Authority or their designate. The Contractor will be required to provide the reason(s) for the temporary unavailability of the product and will be responsible for notification as soon as the original product brand is made available again.
- c. The Contractor must advise the Project Authority and receive their authorization to the substitution prior to shipment.
- d. No additional charges will be applied due to any wrong/substitution products delivered.

3.4 Discontinued product

- a. All discontinued products must be reported to the Project Authority prior to next scheduled delivery. The Contractor must replace discontinued product with a comparable product at equal cost until the replacement product is agreed upon and approved, by the Project Authority.

3.5 Preparation for delivery

- a. Each container shall be packed in such a manner that the faced shown surface represents the contents, net weight, quantity, storage instructions and/or special instructions of the product contained in the package etc. All boxes/cartons must be clearly "labelled" to show Contractor's name and address, identification of contents, net weight and/or quantity, storage instructions and/or special instructions. The product shall be provided in containers in the sizes specified by the Identified User and shall be delivered to the Identified User in good condition.
- b. Containers such as cartons or trays in which products are delivered may be considered returnable by the Contractor. Such containers, although not accountable, are to be returned at the request of the Contractor.
- c. All food items must be palletized in such a way as to ensure the heaviest items are on the bottom of the pallet.
- d. All food items must be shipped to the delivery point on shrunk or stretch wrapped pallets and not higher than 180 CM in height.
- e. The Contractor must use every effort to utilize environmentally friendly packaging to include recycled pallets, cartons and trays.

3.6 Delivery slips

- a. The Contractor must supply a delivery slip or a packing slip with each delivery. The Contractor's packing slip will be used to compare what was shipped, actual count of products shipped to the products ordered on the Call-up to determine acceptance or order.

3.7 Delivery

- a. Deliveries must be made direct (unless otherwise specified) to the following address:

Department of National Defence
Garrison Petawawa
Normandy Court Kitchen/Catering
132 Nicklin Parade Sq, Building G-104
Petawawa, Ontario, K8H 2X3

- b. There will be no delivery to the field.
- c. Delivery must be made between the hours of 06:30 and 14:00 hrs, Monday to Friday. Emergency delivery may be required on weekends.
- d. The best before date on all food products must be at least seven (7) calendar days after the delivery date.

-
- e. Timely delivery turnaround is imperative. The Contractor must deliver product in accordance with the following timeframes:
 - i. Regular deliveries within thirty-six (36) hours of a Call-Up request; and
 - ii. Emergency Deliveries within twenty-four (24) hours of a Call-Up request.
 - f. The Contractor must notify the Project Authority within twenty-four (24) hours of a call-up if shipment of any product(s) will not be made, in order to allow the Project Authority sufficient time to make alternative arrangements for the unavailable product(s).
 - g. The Contractor must confirm receipt of a Call-Up document within six (6) hours.

3.8 Liability for Defective Products

- a. The Contractor must replace any rejected item within twenty-four (24) hrs of notification of rejection.

3.9 Short-orders/back orders

- a. Backorders will not be accepted unless approved by the Project Authority in advance. In all other cases, items not delivered on the order delivery date will be deemed to be cancelled. Any discrepancies or potential undeliverable must be communicated to the individual who issued the call-up in advance of delivery by the Contractor. The Contractor must provide the Project Authority a credit receipt for all items that are not accepted or short shipped within seven (7) working days from notice of the discrepancy.
- b. Emergency Deliveries are not to be back ordered. Any discrepancies must be communicated to the Project Authority who issued the call-up.

3.10 Quality Assurance

- a. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects.
- b. Dry/Canned, Fresh Chilled or Frozen food items must be delivered in accordance with Canadian Food Inspection Agency requirements stipulating that Frozen food items must be maintained at -18° C or lower and Dry/Canned food items between 4° C and 1° C until delivery.
- c. Final inspection and acceptance of all food products will rest solely with the DND representative at the point of delivery. DND retains the right to reject such products at the time of delivery.
- d. DND representatives may perform quality assurance inspections at the Contractor facilities as required.

3.11 Product Recall

- a. All products that are recalled by a manufacturer must be picked-up, reimbursed and/or substituted with a comparable product at the Contractor's expense within twenty-four (24) hours of recall notice.

3.12 Rebates

- a. No manufacturer's rebates are to be included in the pricing. Rebates from manufacturers will be sent to the Identified User in the form of a credit note to be used for future orders or a cheque made out to the Receiver General of Canada. The Identified User will determine which form these Rebates will take.

3.12 Transportation

- a. The vehicles utilized for the transportation of food products must be considered as an extension of the company premises. As such, the environment it presents must not put at risk the integrity of the food products contained therein. The vehicle must act as the interim storage facility from the company to the point of destination.
- b. All delivery vehicles must comply with or exceed the standards set out in the Canada Sanitation Code, current issue.
- c. Delivery shall be made in a refrigerated transport vehicle and show no evidence of deterioration.
- d. Minimum size of the refrigerated transport vehicle compatible with the loading dock at Bldg G-104 is a three (3) ton.

4.0 Constraints

- a. The Contractor must have a valid Hazard Analysis Critical Control Point (HACCP) Certification throughout the Standing Offer period.

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ANNEX "B"

BASIS OF PAYMENT

All prices are firm unit prices in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included. Applicable Taxes are not included in pricing and will be shown as a separate item on invoices.

Prices stated in Annex "B" - Basis of Payment, are firm for the period of the Standing Offer.

The estimated usages provided are for the sole purpose of establishing an evaluation tool and are based only on best estimate and in no way reflect the actual usages expected or any commitment on the part of the Crown. The quantities as stated herein reflect the expected usage for one (1) year and are an estimate of the requirement made in good faith. The Standing Offer will be limited to the actual goods ordered. (italics to be removed at time of issue)

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ANNEX "D"

PWGC 942 CALL-UP AGAINST A STANDING OFFER TEMPLATE

Clear Data - Effacer l'information																	
Public Works and Government Services Canada Travaux publics et Services gouvernementaux Canada	<div style="text-align: center;">Call-up Against a Standing Offer Commande subséquente à une offre à commandes</div> <p>To the supplier: The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.</p> <p>Au fournisseur: L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.</p> <p>Security: The call-up includes security provisions. Sécurité : La demande comprend des exigences en matière de sécurité.</p> <p style="text-align: center;"> <input type="checkbox"/> NO <input type="checkbox"/> YES If YES, attach a SRCL to the call-up <input type="checkbox"/> NON <input type="checkbox"/> OUI Si OUI, joindre une LVERS à la demande </p>																
Ship to - Expédier à Consignee Code Code destinataire Postal Code Code postal	Supplier - Fournisseur Procurement Business No. (PSN) Numéro d'entreprise - approvisionnements (NEA)																
Invoices must be sent in accordance with - Les factures doivent être envoyées selon : <input type="checkbox"/> The detailed instructions in the standing offer Les instructions détaillées dans l'offre à commandes <input type="checkbox"/> The address shown in the "Ship to" block L'adresse indiquée dans la case « Expédier à » <input type="checkbox"/> Special instructions below Les instructions particulières ci-dessous																	
Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers. Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.																	
Standing Offer No. - N° de l'offre à commandes Order. Off. - Bur. dem. YY - AA Serial No. - N° de série	Financial Code(s) - Code financier(s) Client Reference No. (optional) N° de référence du client (facultatif)																
The representative of the identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement. Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.																	
Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)																
Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées																
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;">Item No. N° de l'article</th> <th style="width:45%;">NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article</th> <th style="width:5%;">U. of I. U. de d.</th> <th style="width:10%;">Quantity Quantité</th> <th style="width:10%;">Unit Price Prix unitaire (\$)</th> <th style="width:15%;">Extended Price Prix calculé (\$)</th> </tr> </thead> <tbody> <tr> <td style="height: 100px;"> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of I. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)							<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:90%;">Special instructions - Instructions particulières</td> <td style="width:10%; text-align: right;">Total</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Special instructions - Instructions particulières	Total		
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Special instructions - Instructions particulières	Total																
For further information, call - Pour renseignements supplémentaires, contacter																	
Name - Nom Telephone No. - N° de téléphone	Delivery required by - Livraison requise le (YYYY-MM-DD) (AAAA-MM-JJ)																
For internal purposes only - Pour usage interne seulement																	
Approved for the Minister - Approuvé pour le Ministre																	
Pursuant to subsection 32(1) of the Financial Administration Act, funds are available. En vertu du paragraphe 32(1) de la Loi sur la gestion des finances publiques, des fonds sont disponibles.																	
Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD - AAAA-MM-JJ)																
Signature (Mandatory - Obligatoire)	Date (YYYY-MM-DD - AAAA-MM-JJ)																



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ANNEX "E" 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)

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ANNEX "F"

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - _____

2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract.

Procurement Business Number - _____

Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.