

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067**

## 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 / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Miscellaneous Groceries	
<b>Solicitation No. - N° de l'invitation</b> W3048-20KF86/A	<b>Date</b> 2019-10-18
<b>Client Reference No. - N° de référence du client</b> W3048-20-KF86	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-519-7925
<b>File No. - N° de dossier</b> KIN-9-52086 (519)	<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 2019-11-08</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Choquette, Herb	<b>Buyer Id - Id de l'acheteur</b> kin519
<b>Telephone No. - N° de téléphone</b> (613)536-4874 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Department of National Defence 3153 Dwyer Hill Road, Ashton, ON K0A 1B0	
<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 (type or print)</b>	
<b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 6A, Standing Offer, and 6B, Resulting Contract Clauses:
  - 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

### **1.2 Summary**

- 1.2.1 To supply and deliver miscellaneous groceries, as specified in Annex "A" and Annex "B", to the Department of National Defence (DND), at 3153 Dwyer Hill Road, Ashton, Ontario K0A 1B0. The Period of the Standing Offer is from 1 December 2019 to 31 May 2020 with Canada having the option to extend the Standing Offer for 6 months.
- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 1.2.3 The requirement is subject to a preference for Canadian goods and/or services.
- 1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

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**1.2.5** This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### **1.3 Debriefings**

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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

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

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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](#) (2019-03-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 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:

Public Works and Government Services  
Kingston Procurement  
86 Clarence Street, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3  
Fax: (613) 545-8067

[TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)  
(*email address for epost Connect service*)

**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."

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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## 2.4 Applicable Laws

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

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

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

- 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  
Section III: Additional Information

- 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 (1 hard copy)  
Section II: Certifications (1 hard copy)  
Section III: Additional Information (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.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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.



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## **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "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**

C3011T (2013-11-06), Exchange Rate Fluctuation

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

## **Section III: Additional Information**

Offerors must submit the certifications and additional information required in Annex "D"

## **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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

#### **4.1.1 Financial Evaluation**

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

Offerors must provide the following at Annex B, Basis of Payment: Table 1 - all-inclusive, firm unit prices in Canadian funds, including delivery, FOB destination for any line items for which they are submitting an offer.

**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** The Evaluated Price will be the aggregate of the Extended Prices in accordance with Annex B, Basis of Payment.

- A) If there is no change to the Proposed Unit of Issue Size (Column Q) the Extended Price for each item in Table 1 is calculated by multiplying the Estimated Usage by the Firm Unit Price (per Unit of Sale) (Column J x Column T = Column V).
- B) If there is a change to the Proposed Unit of Issue Size (Column Q) the Extended Price for each item in Table 1 is calculated by multiplying the Estimated Usage by the Firm Unit Price (per Unit of Sale) multiplied by the Requested unit of Issue Size divided by Proposed Unit of Issue Size (Column J x Column T x Column I) /Column Q = Column V
- C) The extended price for item B-1 in Table 1 is calculated by multiplying the estimated value by the % mark up and added the product to the estimated value

In the event that an offeror does not provide a Firm Unit Price (per Unit of Sale) for an item or the Proposed Unit of Issue Size is unacceptable (in Table 1), the highest Firm Unit Price (per Unit of Sale) among their competitors' offers will be used for the purpose of calculating the Evaluated Price for this item.

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

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## **4.2 Basis of Selection**

**4.2.1** An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. Up to three responsive offers with the lowest evaluated prices on an aggregate basis will be recommended for further evaluation as outlined below.

**4.2.2** Of the responsive offers recommended under 4.2.1, Canada will next determine the lowest Evaluated Price on an item by item basis and recommend those for issuance of a standing offer. Where Offerors are declared to be the lowest Evaluated Price on multiple items, they will be recommended for issuance of one standing offer for all these items.

**4.2.2.1** Based on the results described in 4.2.2 and prior to issuance of any Standing Offer, recommended Offerors will be asked to confirm that they wish to be issued a Standing Offer for the items they would be subsequently issued, or if they would prefer to withdraw their Offer. In the event that the Offeror withdraws their offer, the remaining offers will be re-evaluated in accordance with the processes described in 4.2.1 and 4.2.2

**4.2.2.2** Standing Offer holders will be given the opportunity, every six months, to refresh their unit prices for any of the line items identified in the entire Standing Offer.

Refreshed unit prices must be provided in Microsoft Excel, in accordance with Annex B - Appendix 1 and must be sent to the Standing Offer Authority no later than the 20th of the month. If refreshed unit prices are not received by this date or do not comply with the terms and conditions of the Standing Offer, the previous unit prices will apply. Unit pricing that is increased more than 15% must be accompanied by price support in accordance with SACC Manual Clause C0008T (2007-05-25) Price Support- Non-competitive Bid.

These refreshed unit prices will be re-evaluated in accordance with 4.2.2 and 4.2.2.1 and new unit prices will be issued by the Standing Offer Authority to the Standing Offer holders to reflect the resulting changes.

In the event that a Standing Offer holder wishes to withdraw their Offer for that six-month period, the items on their Standing Offer will be distributed to the other Standing Offer holders, and the Standing Offer holders will have the opportunity to provide new refreshed unit prices for the following six-month period.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

The Offeror must provide the Standing Offer Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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## 5.2.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

( ) a minimum of 80 percent of the total price for the offer consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#).(9), Example 2, of the *Supply Manual*.

### 5.2.3 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](#) 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.

Canada will also have the right to terminate the Call-up for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

## 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 monthly basis to the Standing Offer Authority.

The data must be submitted to the Standing Offer Authority no later than 10 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 December 2019 to 31 May 2020.

##### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 6 month period, from 1 June 2020 to 30 November 2020 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 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

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## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Herb Choquette  
Title: Supply Team Leader  
Public Services and Procurement Canada  
Acquisitions Branch  
Address: 86 Clarence Street, 2<sup>nd</sup> Floor  
Kingston, Ontario, K7L 1X3

Telephone: (613) 536-4874  
Facsimile: (613) 545-8067  
E-mail address: [Herb.Choquette@PWGSC.gc.ca](mailto:Herb.Choquette@PWGSC.gc.ca)

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

### 6.5.2 Project Authority

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

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

### 6.5.3 Offeror's Representative

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

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

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

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: The Canadian Special Operations Forces Command (CANSOFCOM)

## 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
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 \$10,000.00 (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) Goods (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Usage Reporting Form;
- h) 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.

### 6.10.2 SACC Manual Clauses

M3060C (2008-05-12) Canadian Content Certification



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#### **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 \_\_\_\_\_.

#### **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.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from date of Contract plus 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 Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B, Basis of Payment. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 (2011-05-16) Limitation of Price

#### **6.4.3 Single Payment**

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

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

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

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

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## **6.5 Invoicing Instructions**

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.

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
- d. Each call-up and consignee point must be invoiced separately

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](#) (2008-05-12) Insurance

## **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 [D3004C](#) (2007-11-30), Type of Transport

## ANNEX "A", REQUIREMENT

1. No minimum call-ups apply to this Regional Individual Standing Offer.
2. All products supplied must be in accordance with the latest issue of the relevant Canadian General Standards and all relevant Acts and Regulations.
3. **Electronic Price Lists** - The Supplier shall provide electronic copies (in the form of a CDs or Excel spreadsheet sent by e-mail) of the products, the products individual item codes, and price lists to the Site/Call-up Authority upon being awarded the SOA. This must happen prior to the contract commencement date.
4. **Item Sizes** - The Supplier must supply items in the size identified in Annex "B" – Basis of payment. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Supplier must notify the Project Authority and PWGSC to obtain their written acceptance of a replacement size.
5. **No Substitution** - Items provided under Annex B, Basis of payment MUST be the brand name specified.
6. **Brand Name** - All other items offered and supplied under Pricing Basis
7. **Back Orders:** No back orders will be accepted unless arranged in advance with the Project Authority or authorized designate. Back order items must be identified by email to user within 4 hours of receiving order.
8. **Final Inspection & Product Acceptance / Rejection:** Inspection and acceptance will rest with the Project Authority or authorized designate at the delivery destination. All products supplied shall be free of signs of deterioration, spoilage, filth or damage by rodents or insects.

The Project Authority or authorized designate will have the right to reject product at the time of delivery and any unacceptable product(s) will be removed immediately by the Supplier. Rejected items discovered after delivery must be picked-up within 1 working day of notification of the rejection.

Rejected product(s) must be replaced within 1 working day of notification.

9. **Preparation for Delivery:** Each container shall be packed in such a manner that the faced shown surface of all boxes/cartons must be clearly marked to show the grade, size, net weight and/or quantity, storage instructions and/or special instructions of the product contained in the package. All boxes/cartons must be clearly labelled with the Supplier's name and address.

The Supplier must supply delivery slips for each delivery.

- 9.1 **Pallets:** All goods must be delivered on registered pallets only (ORANGE OR BLUE PALLETS ONLY). It is the responsibility of the Supplier to implement a tracking system to insure that the number of outgoing pallets does not exceed the number of pallets delivered by their company. This register must be verified by the Project Authority or authorized designate.

The Supplier shall maintain a record of the number of pallets delivered to and returned by each delivery location. A copy of this record shall be provided to the Project Authority or authorized designate. Any disagreement with the quantities shown on the summary must be forwarded to the Supplier in writing within thirty (30) days after the last delivery date of the disputed month.

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**10. Delivery Addresses and Location Specific Instructions**

**10.1** DND at 3153 Dwyer Hill Road, Ashton, Ontario K0A 1B0

**10.2 Delivery Parameters:**

Delivery shall be made within **3 WORKING DAYS** from receipt of a call-up.

Deliveries are required between 0730 to 1100 hours, Monday to Friday. No shipment will be accepted after 1100 hours unless prior arrangements are made with the Project Authority or authorized designate.

**10.3 Other Requirements**

**STOCK OUTS/BACK ORDERS/ORDER CHANGES:** The Supplier must notify the Project Authority (or authorized designate) of any shortages for orders within **2 WORKING DAYS** receipt of an order. No substitutes will be made without written approval by the Project Authority or authorized designate.

**10.4 ORDER RECEIPT ACKNOWLEDGMENT:** The Supplier must acknowledge each order no later than the next working from receipt of the call-up.

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## **ANNEX “B”, BASIS OF PAYMENT**

Offerors must complete the Electronic Financial Offer Template (EFOT) provided as an electronic attachment to this requirement, in accordance with the instructions below. The EFOT submitted with the Offer will form part of any resulting Standing Offer as the pricing basis.

### **Appendix 1, Instructions for Completing the Electronic Financial Offer Template**

#### **1 General Instructions**

Offerors must complete the Electronic Financial Offer Template (EFOT) provided as an electronic attachment to this requirement, in accordance with the instructions below. The EFOT submitted with the Offer will form part of any resulting Standing Offer as the pricing basis.

Each row in the Financial Offer Template represents one item.

#### **2 Electronic Processing of Financial Offer Template**

The Electronic Financial Offer Template may be processed for evaluation by PWGSC using electronic automation. As such, Offerors must not unlock or change the format of the Electronic Financial Offer Template in any way. At the time of evaluation, if the Offeror's Electronic Financial Offer Template has been reformatted changed in a way that prevents automated processing, the Offer may be found non-responsive.

#### **3 Field Color**

All green colored fields are requested to be populated by the Offeror in compliance with the instructions below;

Orange fields represent fields that are calculated automatically and require no data entry;

White fields are fields populated by Canada and require no data entry;

Yellow, gray and blue colored fields are headers and require no entry;

#### **4 Field Descriptions and Input Instructions**

Fields in the Electronic Financial Offer Template are identified by column heading. The purpose of each field is described and the instructions for completing the field are provided.

##### **A) Item No.**

Purpose: This field represents a number assigned to the line item in the list for the purpose of this solicitation. Any amendments or questions pertaining to the line items or products requested will be addressed by this item number during the solicitation period.

Input instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

##### **B) Unitrack Code**

Purpose: This field represents DND reference code for the line item.

Input instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

---

### C) Product / Item Description

Purpose: This field represents a brief description of the item required.

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

### D) Grading and sizing

Purpose: This field represents the grading and sizing, where applicable, for the item required.

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

### E) Package

Purpose: This field represents the number of items included in a package. Example (12 cans of tomato paste per box)

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

### F) Item Format / Size

Purpose: When associated with the unit of measure in column G, this field represents the volume, weight, count of the item required (170 ml, 454 g, 20 ea.)

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

### G) Unit of Measure

Purpose: This field represents the unit of measure (weight, volume, count) associated with the value in column F and I.

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

### H) Unit of Issue

Purpose: This field represents the package description of the items purchased. Which could be a case (cs) or pail or kilogram (kg)

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

### I) Requested Unit of Issue Size (UOIS)

Purpose: When associated with the Unit of measure in column G, this field represents the total volume, weight or count of items requested per packaging

Input Instructions: This field is automatically calculated (Column E x Column F = Column I), no data entry on behalf of the Offeror is required.

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#### J) Estimated Usage for 3 Months

Purpose: This field represents the estimated number of packages (based on requested packaging in column I) to be consumed by the client in a 3 month period. This in no way represents a commitment to purchase and is used for evaluation purposes only.

Input Instructions: This field is populated by CANADA and no data entry on behalf of the Offeror is required.

**When Bidder proposes a change from what is specified in columns “E” to “I” they would insert their proposed packaging in columns “K” to “N”**

#### K) Proposed Packaging

Purpose: This field represents the Bidder's proposed number of items included in a package. Example (12 cans of tomato paste per box)

Input Instructions: If the cell color is light green the offeror is requested to enter the number of items included in a package.

#### L) Item Format / Size

Purpose: When associated with the unit of measure in column M, this field represents the volume, weight, count of the item required (170 ml, 454 g, 20 ea.)

Input Instructions: If the cell color is light green the offeror is requested to enter their proposed item format or size. This field may only contain numeric values (no letters, commas or special characters). For cases the count is always 1

#### M) Unit of Measure

Purpose: This field represents the Bidder's proposed unit of measure (weight, volume, count) associated with the value in column L and Q

Input Instructions: The offeror is requested to enter the unit of measure for their proposed packaging option.

#### N) Unit of Issue

Purpose: This field represents the Bidder's proposed package description of the items purchased. Which could be a case (cs) or pail or kilogram (kg)

Input Instructions: If the cell color is light green the offeror is requested to enter their proposed unit of issue

#### O) Offered Brand

Purpose: This field represents the brand or manufacturer name of the line item.

Input Instructions: If the cell color is light green the offeror is requested to enter the brand name of the product offered. If the cell color is white, the offeror will supply the requested brand.



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#### **P) Offered Product Code**

Purpose: This field represents the manufacturer's product code for the line item.

Input Instructions: If the cell color is light green the offeror is requested to enter the manufacturer product code of the product offered. If the cell color is white, the offeror will supply the requested product code.

#### **Q) Proposed Unit of Issue Size (UOIS)**

Purpose: When associated with the Unit of measure in column M, this field represents the Bidder's proposed total volume, weight or count of items per package

Input Instructions: This field is automatically calculated (Column K x Column L = Column Q), no data entry on behalf of the Offeror is required.

#### **R) Percent Deviation of Package**

Purpose: This field represents the percent deviation in package volume or weight between the requested and the proposed Unit of Issue Size.

Input Instructions: This field is automatically calculated ((Column Q - Column I) / Column I = Column R), no data entry on behalf of the Offeror is required. Canada will not accept a deviation of more than 20%.

#### **S) Acceptability of UOIS**

Purpose: This field indicates if Canada will accept the Bidder's Proposed UOIS.

Input Instructions: This field is automatically calculated (If Column R is greater than 20% then Canada will not accept the item), no data entry on behalf of the Offeror is required. Canada will not accept a deviation of more than 20%.

#### **T) Unit Price**

Purpose: This field represents the price for the packaging option for the line item as described in columns I or Q. Example (price for a box 16 x 454 grams of product "x" with a total weight of 7.264 kg)

Input Instructions: The Offeror must enter a numerical value which represents its firm price for the line item offered in dollars and cents separated by a period (23.12) without any spaces, dashes or special characters. All values submitted will be rounded to 2 decimals

#### **U) Price per evaluated unit of measure**

Purpose: This field represent the price per single evaluated unit of issue at column Q. Example: Where the price for a box of 16 x454 grams of a product is \$7.98 the Price per evaluated unit of measure is \$1.098568/ kg

Input Instructions: This field is automatically calculated, no data entry on behalf of the Offeror is required.

#### **V) Extended Price**

Purpose: This field represents the price for 3 months of the estimated usage of the item.

Input Instructions: This field is automatically calculated, no data entry on behalf of the Offeror is required.

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### **W) Stocked Items**

Purpose: This field identify if the item is a regular stocked item (available for delivery within 48 hours) or is the item a special order.

Input Instructions: The Offeror must select Yes if the item is a stocked item or No if the item is special order.

### **X) Lead time required**

Purpose: This field is the lead time require to receive special order item.

Input Instructions: The Offeror must enter the lead time required to receive the item.

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## ANNEX "C", USAGE REPORTING FORM

The data must be submitted on a monthly basis to the Standing Offer Authority no later than ten (10) calendar days after the end of the reporting period.

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

Standing Offer No. W0113-17F003						
Month:						
Unitrak Code	Offerors Code	Item Description	Case Description	Quantity	Firm KG Price or	Firm Case Price
Monthly Total						\$

**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”, COMPANY INFORMATION

### Board of Directors

In accordance with Part 5, Certifications, Section 5.2.1 Integrity Provisions – List of Names, Offerors are required to provide a list of their Board of Directors before contract award. Offerors are requested to provide this information in their bid.

Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____

### Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors are required to have a Procurement Business Number (PBN) before Standing Offer award.

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.

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

### **ELECTRONIC PAYMENT INSTRUMENTS**

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

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)