



**RETURN BIDS TO:  
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**Bid Receiving - PWGSC / Réception des  
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11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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**

Procurement Strategy for Aboriginal Business (PSAB)

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Marine Machinery and Services / Machineries et services  
maritimes

11 Laurier St. / 11, rue Laurier  
6C2, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> PSAB, Inboard & Outboard Motors	
<b>Solicitation No. - N° de l'invitation</b> E60ML-190001/F	<b>Date</b> 2019-12-13
<b>Client Reference No. - N° de référence du client</b> E60ML-190001	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$ML-029-27539
<b>File No. - N° de dossier</b> 029ml.E60ML-190001	<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 2020-01-28</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> Guay, Yvan	<b>Buyer Id - Id de l'acheteur</b> 029ml
<b>Telephone No. - N° de téléphone</b> (819)420-2907 ( )	<b>FAX No. - N° de FAX</b> (819)956-0897
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As per call-up form PWGSC-TPSGC 942 Selon la formule de commande subséquente TPSGC-PWGSC 942	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Request for Standing Offer (RFSO)  
for Commercial Brands  
of Outboard Motors, Inboard Motors and Stern Drives  
from Aboriginal Businesses  
for the Government of Canada**

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## **1 PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offer (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 Statement of Requirement, the Basis of Payment, the Reporting Requirements, the Electronic Payment Instruments and any other annexes.

### **1.2 Summary**

- 1.2.1** Procurement Strategy for Aboriginal Business (PSAB). To supply the 2020 models of commercial brands of outboard motors, inboard motors and stern drives with their parts and accessories from Aboriginal Businesses to government departments, agencies and Crown corporations for deliveries across Canada, except areas subject to Comprehensive Land Claims Agreements (CLCAs), on an as-and-when requested basis. In addition, standing offers will be issued to Original Equipment Manufacturers which will be for deliveries across Canada, except areas subject to CLCAs. The requirement does not contain servicing, installation, or repair and overhaul. In the event a

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client requires motors to be delivered in CLCA area, this procurement will be treated as a separate requirement outside the standing offer.

- 1.2.2** The period of the Standing Offer will be from date of Standing Offer to 31 August 2020.
- 1.2.3** The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.
- 1.2.4** This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to Annex 9.4 of the Supply Manual.
- 1.2.5** This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.
- 1.2.6** Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.
- 1.2.7** 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 6.13 Transition to an e-Procurement Solution (EPS).

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

## **2 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.

#### **2.1.1 SACC Manual Clauses**

[M0019T](#) (2007-05-25) Firm Price and/or Rates  
[M1004T](#) (2016-01-28) Condition of Material - Offer

### **2.2 Submission of Offers**

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.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 Instructions [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 seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.4 Applicable Laws**

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

### 3 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: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

- If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer, one (1) hard copy

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

Section III: Certifications, one (1) hard copy

- If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

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

### **Section I: Technical Offer**

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with Part 6B, clause 6.4.1 Basis of Payment and the Annex "B" Basis of Payment.

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

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

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

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

#### **3.1.2 Exchange Rate Fluctuation**

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

### **Section III: Certifications**

Offerors must submit the certifications and additional information required under Part 5.

## **4 PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Category A, Yamaha brand: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2020 models of Yamaha outboard motors for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each motor.

Category B, Mercury brand: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2020 models of Mercury outboard motors for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each motor.

Category C, Evinrude brand: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2020 models of Evinrude outboard motors for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each motor.

Category D, Mercury and Mercury Mercruiser brands: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2020 models of Mercury and Mercury Mercruiser brands of inboard motors and stern drives for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer. Canada reserves the right to provide the California Air Resource Board star rating of each gasoline motor.

Category E, Volvo Penta brand: The Aboriginal Business must provide a copy of its dealer agreement to sell the 2020 models of Volvo Penta brand of inboard motors and stern drives for deliveries across Canada, except areas subject to CLCAs. The same models must also be available on the Original Equipment Manufacturer standing offer.

Canada reserves the right to provide the California Air Resource Board star rating of each gasoline motor.

## **4.1.2 Financial Evaluation**

### **4.1.2.1 Mandatory Financial Criteria**

Category A, Yamaha brand: The Aboriginal Business must submit firm unit prices for the 2020 models of Yamaha outboard motors for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 6.9, Shipping Instructions, Canadian customs duties and excise taxes included as per Part 6B, clause 6.4.1 Basis of Payment and Annex "B" Basis of Payment. The evaluated price of this category will be the sum of the prices of all models 2020 of this brand.

Category B, Mercury brand: The Aboriginal Business must submit firm unit prices for the 2020 models of Mercury outboard motors for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 6.9, Shipping Instructions, Canadian customs duties and excise taxes included as per Part 6B, clause 6.4.1 Basis of Payment and Annex "B" Basis of Payment. The evaluated price of this category will be the sum of the prices of all models 2020 of this brand.

Category C, Evinrude brand: The Aboriginal Business must submit firm unit prices for the 2020 models of Evinrude outboard motors for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 6.9, Shipping Instructions, Canadian customs duties and excise taxes included as per Part 6B, clause 6.4.1 Basis of Payment and Annex "B" Basis of Payment. The evaluated price of this category will be the sum of the prices of all models 2020 of this brand.

Category D, Mercury and Mercury Mercruiser brands: The Aboriginal Business must submit firm unit prices for the 2020 models of Mercury and Mercury Mercruiser inboard motors and stern drives for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 6.9, Shipping Instructions, Canadian customs duties and excise taxes included as per Part 6B, clause 6.4.1 Basis of Payment and Annex "B" Basis of Payment. The evaluated price of this category will be the sum of the prices of all models 2020 of these brands.

Category E, Volvo Penta brand: The Aboriginal Business must submit firm unit prices for the 2020 models of Volvo Penta inboard motors and stern drives for the period of standing offer, in Canadian dollars, Applicable Taxes excluded, DDP point as specified in part 6B, clause 6.9, Shipping Instructions, Canadian customs duties and excise taxes included as per Part 6B, clause 6.4.1 Basis of Payment and Annex "B" Basis of Payment. The evaluated price of this category will be the sum of the prices of all models 2020 of this brand.

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## **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical and financial evaluation criteria of its category to be declared responsive. The responsive offer with the lowest evaluated price in each of the categories A, B, C, D and E will be recommended for issuance of a standing offer.

## 5 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.

#### 5.1.2 Additional Certifications Required with the Offer

##### 5.1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.

2. The Offeror:

- i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
- ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.

- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

3. The Offeror must check the applicable box below:

- i.  The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

- ii.  The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

- i.  The Aboriginal business has fewer than six full-time employees.

**OR**

- ii.  The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

### **5.1.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business**

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

1. I am \_\_\_\_\_ (*insert "an owner" and/or "a full-time employee"*) of \_\_\_\_\_ (*insert name of business*), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-Aside Program for Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon request by Canada.

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

## **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.

### **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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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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.

## **6 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 Statement of 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 and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled Annex "C" Reporting Requirements. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: date of standing offer to November 30
- second quarter: December 1 to February 29
- third quarter: March 1 to May 31
- fourth quarter: June 1 to August 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

## **6.4 Term of Standing Offer**

### **6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of standing offer to 31 August 2020.

### **6.4.2 Comprehensive Land Claims Agreements (CLCAs)**

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

### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified in the call-up against the standing offer.

## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Yvan Guay  
Title: Supply Team Leader  
Public Works and Government Services Canada  
Defence and Marine Procurement Branch  
Refit, Logistics and Small Vessel Construction Directorate  
Place du Portage, Phase III, 8B3  
11 Laurier Street  
Gatineau, QC  
K1A 0S5

Telephone: 819-420-2907  
Facsimile: 819-956-0897  
E-mail address: [yvan.guay@tpsgc-pwsgc.gc.ca](mailto:yvan.guay@tpsgc-pwsgc.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 Standing Offer will be identified in the Call-up against a Standing Offer.

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

### 6.5.3 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

(The Standing Offer Authority will insert the offeror's representative information as specified by the Offeror in its offer.)

### 6.6 Identified User

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

### 6.7 Call-up Procedures

The Identified Users are allowed to use one (1) of the two (2) following call-up procedures to select an Offeror.

#### (a) Lowest Price

An Identified User is allowed to select an Offeror based on the lowest price. The following condition shall be met by an Identified User to choose the lowest price option:

- at least two (2) technically compliant items shall be available and selection has to be on a lowest price technically compliant basis.

(b) Most Cost Effective Option that is not Lowest Price

An Identified User is allowed to select an Offeror based on the most cost effective option that is not the lowest price.

The following factors could be used by an Identified User to determine its most cost effective option that is not lowest price:

- compatibility with existing inventory;
- required delivery time;
- proximity of dealers (for servicing in remote areas);
- reliability of dealer support (vendor performance);
- availability of parts and manuals;
- operating costs;
- maintenance costs; and
- client department decision to procure under the Procurement Strategy for Aboriginal Business.

When the most cost effective option that is not the lowest price is taken to select an Offeror, the Identified User is responsible to incorporate the factors of their decision on its file.

## 6.8 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
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; and
- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 6.9 Limitation of Call-ups

### 6.9.1 Identified Users Call-up Limitation

For the Identified Users, Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included) when selection is based on most cost effective option that is not the lowest price.

For the Identified Users, Individual call-ups against the Standing Offer must not exceed \$100,000 (Applicable Taxes included) when selection is based on the lowest price.

### 6.9.2 Standing Offer Authority Authorization of Call-up

Individual call-ups against the standing offer of more than \$40,000.00 up to \$100,000 (Applicable Taxes included) shall be authorized by the Standing Offer Authority, when selection is based on most cost effective option that is not the lowest price.

Individual call-ups against the Standing Offer of more than \$100,000 up to \$200,000 (Applicable Taxes included) shall be authorized by the Standing Offer Authority, when selection is based on the lowest price.

## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2030 (2018-06-21), General Conditions - Higher Complexity – Goods;
- e) Annex “A”, Statement of Requirement;
- f) Annex “B”, Basis of Payment;
- g) Annex “C”, Reporting Requirements; and
- h) the Offeror's offer dated \_\_\_\_\_. (The Standing Offer Authority will insert the date of offer as specified by the Offeror in its offer.).

## **6.11 Certifications and Additional Information**

### **6.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **6.12 Applicable Laws**

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (The Standing Offer Authority will insert the name of the province or territory as specified by the Offeror in its offer, if applicable).

### **6.13 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.

### **6.14 Price Lists**

SACC Manual clause [M3000C](#) (2006-08-15) Price Lists

## **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**

[2030](#) (2018-06-21), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

(The Standing Offer Authority will insert the following clause if payment by credit cards is accepted by the offeror).

Section 19, Interest on Overdue Accounts, of [2030](#) (2018-06-21), General Conditions - Higher Complexity - Goods will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

Delivery must be made within the number of days quoted by the Offeror in a 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 approved call-up against the Standing Offer, the Contractor will be paid a firm unit price(s), in accordance with the applicable provisions as set out in the Basis of Payment at Annex "B". Customs duties are included and Applicable Taxes are extra.

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

#### **6.4.2 Multiple Deliveries**

SACC Manual clause [H1001C](#) (2010-01-11) Multiple Deliveries

### 6.4.3 Electronic Payment of Invoices – Call-up

(The Standing Offer Authority will reproduce below, the information from Annex “D”, Electronic Payment Instruments, in which were identified electronic payment instruments accepted by the Offeror.)

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); and
- d. Electronic Data Interchange (EDI).

### 6.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Contract; and
  - b) a copy of the invoices, receipts and vouchers for all direct expenses.
2. Invoices must be distributed as follows:
    - a) As per call up against the Standing Offer for certification and payment.

### 6.6 Insurance - No Specific Requirement

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

### 6.7 SACC Manual Clauses

[A3000C](#) (2014-11-27) Aboriginal Business Certification  
[B1505C](#) (2016-01-28) Shipment of Dangerous Goods/Hazardous Products  
[B7500C](#) (2006-06-16) Excess Goods  
[D2025C](#) (2017-08-17) Wood packaging materials  
[D3010C](#) (2016-01-28) Delivery of Dangerous Goods/Hazardous Products  
[D3014C](#) (2007-11-30) Transportation of Dangerous Goods/Hazardous Products  
[D3015C](#) (2014-09-25) Dangerous Goods / Hazardous Products – Labelling and Packaging Compliance

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**D9002C** (2007-11-30) Incomplete Assemblies

## **6.8 Condition of Material**

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## **6.9 Shipping Instructions**

1. For motors shipped at points served by truck or rail, shipment shall be consigned to the destination specified in any contract resulting from a call-up against the Standing Offer and delivered DDP Delivered Duty Paid (**place of destination named in the contract resulting from a call-up against a standing offer**) Incoterms 2010. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes. Beyond that point, freight charges are extra and the responsibility of the consignee.

2. For motors shipped at points involving air or water route, shipment shall be consigned to the destination specified in any contract resulting from a call-up against the Standing Offer and delivered FCA Free Carrier (**Offeror's facility named in the contract**) Incoterms 2010. Canada will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance and customs duties (if applicable). Inland transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

3. For parts and accessories, shipment shall be consigned to the destination specified in any contract resulting from a call-up against the Standing Offer and delivered FCA Free Carrier (**Offeror's facility named in the contract**) Incoterms 2010. Canada will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance and customs duties (if applicable). Transportation charges are to be prepaid by the Contractor and shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill.

## **6.10 Limitation of Contractor's Liability for Damages to Canada**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's

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performance of or failure to perform the Contract is limited to **value of the contract resulting from a call-up against a standing offer**. This limitation of the Contractor's liability does not apply to:

- a. any infringement of intellectual property rights; or
- b. any breach of warranty obligations.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

## **ANNEX "A"**

### **STATEMENT OF REQUIREMENT**

#### **1. Summary**

Procurement Strategy for Aboriginal Business (PSAB). The Contactor must supply the 2020 models of commercial brands of outboard motors, inboard motors and stern drives with their parts and accessories from Aboriginal Businesses to government departments, agencies and Crown corporations for deliveries across Canada, except areas subject to Comprehensive Land Claims Agreements (CLCAs), on an as-and-when requested basis. In addition, standing offers will be issued to Original Equipment Manufacturers which will be for deliveries across Canada, except areas subject to CLCAs. The requirement does not contain servicing, installation, or repair and overhaul. In the event a client requires motors to be delivered in CLCA area, this procurement will be treated as a separate requirement outside the standing offer.

#### **2. Requirement**

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

#### **3. Manuals**

The Contractor must provide and clearly label all manuals required for description, operation, installation, maintenance, repair and safety instructions of the deliverable end items, in Canada's both official languages: English and French.

#### **4. Deliverables**

##### **4.1 Items (motors with their parts and accessories)**

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

##### **4.2 Marking, Labelling, Packaging and Palletization**

The Contractor must provide the marking, labelling, packaging and palletization of the items detailed in the call-up against the Standing Offer.

##### **4.3 Documentation**

The Contractor must deliver the documentation including the manuals of section 3 above of the items detailed in the call-up against the Standing Offer.

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## **5. Inspection and Acceptance**

The Project Authority named in the call-up against the Standing Offer is the person responsible for the inspection and acceptance at delivery of the items for Canada.

## **6. Shipment Return**

Prior approval from the Contractor is required before a consignee can return any shipment.

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## ANNEX "B"

### BASIS OF PAYMENT

1. In consideration of the Offeror satisfactorily completing all its obligations under a contract resulting from a call-up against a Standing Offer, the Offeror shall be paid firm unit prices in Canadian funds, Canadian customs duties included, applicable taxes extra. The Offeror must maintain its firm unit prices for the period of Standing Offer.

(a) Schedule A - Yamaha, Mercury and Mercury Mercruiser, Evinrude and Volvo Penta Brands of Outboard Motors, Inboard Motors and Stern Drives

The unit prices for the Yamaha, Mercury and Mercury Mercruiser, Evinrude and Volvo Penta brands of outboard motors, inboard motors and stern drives will be the prices to be attached by the Offeror in Appendix 1 to Annex "B".

(b) Schedule B - Yamaha, Mercury and Mercury Mercruiser, Evinrude and Johnson and Volvo Penta Brands of Parts and Accessories

A. The unit prices for the Yamaha brand of parts and accessories will be the prices as published in Yamaha's master parts and accessories price list latest editions in effect on date of order, less \_\_\_\_ discount off wholesale.

B. The unit prices for the Mercury brand of parts and accessories of outboard motors will be the prices as published in Mercury Marine's master parts and accessories price list latest editions in effect on date of order, less \_\_\_\_ discount off wholesale.

C. The unit prices for the Evinrude and Johnson brands of parts and accessories will be the prices as published in BRP US's master parts and accessories price list latest editions in effect on date of order, less \_\_\_\_ discount off wholesale.

D. The unit prices for the Mercury and Mercury Mercruiser brands of parts and accessories of inboard motors and stern drives will be the prices as published in Mercury Marine's master parts and accessories price list latest editions in effect on date of order, less \_\_\_\_ discount off wholesale.

E. The unit prices for the Volvo Penta brand of parts and accessories will be the prices as published in Volvo Penta's master parts and accessories price list latest editions in effect on date of order, less \_\_\_\_ discount off wholesale.

2. Prices excluding Canadian customs duties will be made available to Users upon request.

3. Prices include the cost of packaging in accordance with good commercial practice to ensure safe arrival at destination.

4. Freight charges are as per Article 6.9, Shipping Instructions in Part 6B.

5. The handling charges payable on items ordered in error by Users and which are to be returned for credit or replacement will be calculated as follows:

(a) Motors (return category will be assessed by the Offeror at time of order upon request by Canada):

1) Regularly Stock Motors: \_\_\_\_\_

2) Special Order Motors: \_\_\_\_\_

(b) Parts and Accessories (return category will be assessed by the Offeror at time of order upon request by Canada):

1) Regularly Stock Parts and Accessories: \_\_\_\_\_

2) Special Order Parts and Accessories: \_\_\_\_\_

## **ANNEX "C"**

### **REPORTING REQUIREMENTS**

#### **1. Reporting Requirements**

Reports may contain, but are not limited to, the following information:

- i. the standing offer number;
- ii. the supplier name;
- iii. the reporting period;
- iv. the call-up number for each call-up, including amendments;
- v. the client department;
- vi. the contracting authority;
- vii. the date of the call-up;
- viii. the call-up period;
- ix. the line items acquired; and
- x. the value of the call-up, applicable taxes included.

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

### **ELECTRONIC PAYMENT INSTRUMENTS**

#### **1. 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); and
- Electronic Data Interchange (EDI).