



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada  
Harry Hays Building (HHB)  
Room 759, 220-4th Avenue SE  
Calgary  
Alberta  
T2G 4X3

<b>Title - Sujet</b> Fruits and Vegetables	
<b>Solicitation No. - N° de l'invitation</b> W0117-200025/A	<b>Date</b> 2020-10-09
<b>Client Reference No. - N° de référence du client</b> W0117-200025	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$CAL-140-7111
<b>File No. - N° de dossier</b> CAL-0-43128 (140)	<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 2021-08-10</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Saboungi, Rana	<b>Buyer Id - Id de l'acheteur</b> cal140
<b>Telephone No. - N° de téléphone</b> (403)680-8394 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 17 WING FOODS, BLDG 61 715 WIHURI RD WINNIPEG Manitoba R3J3Y5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....	4
1.5 KEY TERMS .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	5
2.2 SUBMISSION OF OFFERS .....	5
2.3 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	5
2.4 APPLICABLE LAWS.....	6
2.5 BID CHALLENGE AND RECOURSE MECHANISMS .....	6
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>	<b>7</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	7
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES .....	8
4.2 BASIS OF SELECTION.....	9
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	10
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
<b>A. STANDING OFFER .....</b>	<b>11</b>
6.1 OFFER .....	11
6.2 SECURITY REQUIREMENTS .....	11
6.3 STANDARD CLAUSES AND CONDITIONS .....	11
6.4 TERM OF STANDING OFFER.....	11
6.5 AUTHORITIES .....	12
6.6 IDENTIFIED USERS .....	12
6.7 CALL-UP INSTRUMENT .....	13
6.8 LIMITATION OF CALL-UPS.....	13
6.9 FINANCIAL LIMITATION .....	13
6.10 PRIORITY OF DOCUMENTS .....	14
6.11 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	14
6.12 APPLICABLE LAWS.....	14
6.13 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....	14
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>15</b>
6.1 REQUIREMENT .....	15
6.2 STANDARD CLAUSES AND CONDITIONS .....	15
6.3 TERM OF CONTRACT .....	15
6.4 PAYMENT .....	15
6.5 INVOICING INSTRUCTIONS.....	15
6.6 SACC MANUAL CLAUSES .....	16
6.7 DISPUTE RESOLUTION .....	16
6.8 INSPECTION AND ACCEPTANCE .....	16
<b>ANNEX A" .....</b>	<b>17</b>
REQUIREMENT .....	17

Solicitation No. - N° de l'invitation  
W0117-200025/A  
Client Ref. No. - N° de réf. du client  
W0117-200025

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-0-43128

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

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<b>APPENDIX 1</b> .....	<b>21</b>
LOCATIONS.....	21
<b>ANNEX "B"</b> .....	<b>22</b>
BASIS OF PAYMENT.....	22
<b>ANNEX "C"</b> .....	<b>24</b>
STANDING OFFER USAGE REPORT .....	24
<b>ANNEX "D" TO PART 3 OF THE REQUEST FOR STANDING OFFERS</b> .....	<b>25</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	25

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

### 1.2 Summary

- 1.2.1 Public Services and Procurement Canada (PSPC), on behalf of Department of National Defence, CFB 17 Wing, Winnipeg, MB, has a requirement for a Regional Individual Standing Offer for the supply, delivery and offloading of various quantities of Fruits and Vegetables, on an "as and when requested basis" for the period of the Standing Offer.

The period of the Standing Offer is from December 1, 2020 to November 30, 2021 with refresh and rebid periods as applicable for this commodity identified in Annex B – Schedule of closing dates.

**\*\*A new solicitation/Annex B will NOT be posted prior to a rebid period. It is the supplier's responsibility to ensure offers are submitted by the closing date identified in the schedule of closing dates.\*\***

- 1.2.2 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).

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

### 1.5 Key Terms

**Refresh Period** – The Standing Offer holder is able to update the prices of the items listed in their standing offer. The SO supplier does not change. Prices that are updated will be subject to review and price support may be required. Items in each category will be reviewed individually. If price increase is greater than 10%, price support will be required. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

**Offerors will submit their refresh information directly to the PSPC Contracting Authority listed in the resulting Standing Offer**

**Rebid Period** – the standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation. The same evaluation criteria will be used at the time of the rebid period as is used in the original evaluation. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

**Offerors should submit the entire solicitation document for every rebid period as per the bid submission instructions in the solicitation documents.**

## **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](#) (2020-05-28) 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**

[B3000T](#) (2006-06-16), Equivalent Products

[C0008T](#) (2007-05-25), Price Support – Non-Competitive Bid (for refresh only)

### **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:

#### **PWGSC Western Region Bid Receiving Unit**

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

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

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

It is the Offeror's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

**Transmission of offers by facsimile or hardcopy 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 ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

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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 Alberta.

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.

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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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: Technical Offer

Section II: Financial Offer

Section III: Certifications

**Offers transmitted by facsimile or hardcopy will not be accepted.**

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

#### 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 Annex "B" – Basis of Payment.

#### Annex B – Basis of Payment (Excel file)

The Offerors will complete the List of Products using the Excel file and make sure that it has been properly filled out and contains all required information, **including any conversions** required to the requested formats.

Offerors must submit firm prices for **85% of all items** listed in Annex "B".

#### 3.1.1 Electronic Payment of Invoices - Offer

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

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

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

#### 3.1.2 Exchange Rate Fluctuation

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

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

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## 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

By submitting an offer, the Offeror certifies that they are able to meet the requirements as specified in Annex A – Requirement.

Offeror must be found responsive on at least **85%** of the items in order to be given further consideration. Offers that do not meet this threshold of compliance will be deemed non-responsive. In order for an offered line item to be deemed responsive the following criteria must all be met:

##### i) Offered Pack Size:

The Offeror must provide either the requested pack size as outlined in Annex B – Basis of Payment excel spreadsheet or another acceptable variance. Offered pack sizes that vary less than +/- 10% from the requested format (i.e., both the size of the individual item and the overall weight/volume/count for the case) are acceptable by default.

In the event that a bidder cannot provide an item in a package size that falls within +/- 10% of that requested they may propose their closest alternate for consideration. Acceptance of said alternate is at the sole discretion of the Client. **Items that are offered in a pack size that varies more than +/- 10% of the requested format and that are deemed unacceptable by the Client will be considered non-compliant and will count against the 85% response rate.** Bidders have the option to contact the Standing Offer Authority identified in this document no later than seven (7) calendar days prior to the solicitation closing date with any alternatives pack size for consideration and preapproval should they wish.

ii) Offeror must provide a minimum of three (3) weekday deliveries between Mondays and Fridays **ONLY**.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

The Offeror **must** complete and submit with its offer, Annex B - Basis of Payment (Excel File). Offerors must submit firm prices for **85% of all items** listed in Annex B. Bids will be evaluated on like items only.

Offeror is requested to provide pricing as per unit of issue requested. **It is the responsibility of the Offeror to provide conversion to the unit of issue requested.**

For example: if an item of issue requested is in weight, and the offered item is in volume or unit, the Offeror **must** provide conversion to weight.

RESPONSIVE		NON-RESPONSIVE	
Requested Format	Offered Format	Requested Format	Offered Format
KG, LBS, g	KG, LBS, g	KG, LBS, g	L, ML, OZ, CT, EA, PT
L, ML	L, ML	L, ML	KG, LBS, g, OZ, CT, EA, PT
OZ	OZ	OZ	KG, LBS, g, L, ML, CT, EA, PT
Count (CT), Each (EA)	CT, EA	CT, EA	KG, LBS, g, L, ML, OZ, PT
Pint (PT)	PT	PT	KG, LBS, g, L, ML, OZ, CT, EA,

**Failure to do so may render the bid non-responsive without further consideration.**

The price of the offer will be evaluated in Canadian dollars, Applicable taxes are excluded, FOB destination, including all ecology fees, deposits, delivery, offloading and fuel charges. Canadian customs duties and excise taxes included. Additional surcharges will not be accepted.

The financial evaluation will be limited to the line items that are evaluable between all responsive bidders.

The price used in the evaluation will be the Total Evaluated Price which is calculated as follows:

For each line item to be evaluated in Annex B Basis of Payment – Product List (Excel Spreadsheet) the Offeror’s case price will be divided by the contents to determine a price per unit of measure. This price per unit will then be multiplied by the estimated number of units required for the year (determined by multiplying the number of units in a “Requested Format” case by the number of cases listed in the “Total Estimated Annual Usage” column for the line item). The resulting value will become the evaluated total for the line item. The sum of the evaluated totals for the line items will be determined by adding all of the values together to determine the total aggregate price of the offer.

If an item cannot be evaluated after bid closing due to size variations, it will be deleted from the bid evaluation.

**4.1.2.2 Evaluation of Price**

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

**4.2 Basis of Selection**

**4.2.1 Basis of Selection – Mandatory Technical Criteria Only**

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

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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.

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/canada-labour's) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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## **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 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 "C". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than **thirty (30) calendar days** after the end of the reporting period.

#### **6.4 Term of Standing Offer**

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

The period for making call-ups against the Standing Offer is from December 1, 2020 to November 30, 2021.

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## 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Rana Saboungi  
Title: Procurement Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 759, 220 4<sup>th</sup> Ave SE  
Calgary, AB  
T2G 4X3

Telephone: 403-680-8394  
E-mail address: [rana.saboungi@pwgsc-tpsgc.gc.ca](mailto:rana.saboungi@pwgsc-tpsgc.gc.ca)

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

### 6.5.2 Project Authority

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

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

### 6.5.3 Offeror's Representative

**(to be completed by Offeror)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence – 17 Wing, Winnipeg, MB.

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## 6.7 Call-up Instrument

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

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

or

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

## 6.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

## 6.9 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$TBD**(Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 6.10 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
- e) Annex A, Requirement;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated \_\_\_\_\_ (*insert date of 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 Alberta.

## 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.

## **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](#) (2020-05-28), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

Section 16 Interest on Overdue Accounts, of [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Delivery Date**

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

### **6.4 Payment**

#### **6.4.1 Basis of Payment - 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 a firm unit price(s) as specified in Annex "B" – Basis of Payment. Customs duties are included and Applicable Taxes are extra.

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

#### **6.4.2 Multiple Payments**

[H1001C](#) (2008-05-12), Multiple Payments

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

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

### **6.5 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. 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.

## **6.6 SACC Manual Clauses**

[A9062C](#) (2011-05-16), Canadian Forces Site Regulations  
[B7500C](#) (2006-06-16), Excess Goods  
[D0014C](#) (2007-11-30), Delivery of Fresh, Chilled or Frozen Products  
[D0018C](#) (2007-11-30), Delivery and Unloading  
[D3004C](#) (2007-11-30), Type of Transport  
[D3007C](#) (2007-11-30), Inspection and Stamping  
[G1005C](#) (2016-01-28) Insurance – No Specific Requirement

## **6.7 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## **6.8 Inspection and Acceptance**

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

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## ANNEX A"

### REQUIREMENT

#### 1. Requirement

Public Services and Procurement Canada (PSPC), on behalf of Department of National Defence, CFB 17 Wing, Winnipeg, MB, has a requirement for a Regional Individual Standing Offer for the supply, delivery and offloading of various quantities of Fresh Produce, on an "as and when requested basis" for the period of the Standing Offer.

#### 2. Food Quality Specifications

All goods supplied must be in accordance with the Food Quality Specifications located at Publications.gc.ca

FQS # & Description	Catalogue #
FQS-10 Fresh Fruit	D2-531/10-2018E-PDF
FQS-11 Fresh Vegetables	D2-531/11-2018E-PDF

#### 3. Standards

All food must comply with, but not limited to the following standards and regulations:

- a) The Canadian Food and Drug Regulations
- b) Canadian Food Inspection Agency Inspection Standards
- c) Canada Agriculture Products Act
- d) Canada Sanitation Code, as it relates to delivery vehicles
- e) "No Name" or "Generic Brands" are NOT ACCEPTABLE.
- f) Individual packaging and labeling of product must indicate the "Best Before" date on the packaging.

#### 4. Delivery

##### 4.1 Delivery Locations

The following locations are anticipated delivery points, however other locations may be required.

Deliveries must be made directly to the location detailed in the Call-up

##### 4.3 Period of Delivery

- a) Deliveries must be made in accordance with the time and date indicated on the call-up document.
- b) Delivery must be made within forty-eight (48) hours from receipt of a Call-Up document.
- c) Deliveries shall be made a minimum of three times a week. Urgent deliveries may be required on weekends.
- d) Emergency/Urgent deliveries must be made within twenty-four (24) hours from receipt of a Call-Up document at no additional cost.
- e) Same day delivery may be required and requested at time of order on in-stock items.
- f) The Contractor must accept customer cancellations / amendments to call-ups if they occur twenty-four (24) hours in advance of delivery.

#### **4.4 Delivery Vehicle(s)**

All goods must be delivered in vehicles which are clean, free of odours and free of any signs of rodent or insect activities.

The vehicle(s) utilized for the transportation must be considered as an extension of the company premises and as such the environment it presents must not put at risk the integrity of the food products.

#### **4.5 Delivery Slips**

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

#### **4.6 Invoicing**

Invoice MUST accompany shipment and show which Standing Offer it applies to. Payment will be made within 30 days of receipt of invoice or items - whichever is received later.

#### **4.6 Back Orders**

Back Orders will not be accepted without prior written approval by the Project Authority identified in the call-up against the Standing Offer.

#### **4.7 Discontinued Product**

All discontinued products must be reported to the Contracting Authority immediately. The Contractor must replace the discontinued product with a comparable one that is equal cost until the replacement product is agreed upon and approved.

#### **4.8 Substitutions**

The Contractor must supply the products in the size quoted and outlined in the Basis of Payment. No deviation from that size will be acceptable unless the stated size is no longer available to the industry. The Contractor must notify the Standing Offer Authority to obtain their acceptance of the replacement size and prepare an amendment to reflect the change.

If the Contractor is proposing a substitute item, it must be with an item of equal or higher quality. A substitute product of lesser quality will not be accepted.

#### **4.9 Inspection and Acceptance**

Final inspection and acceptance of product(s) rests solely with the consignee at the point of delivery. All products supplied must be free of signs of deterioration, spoilage, filth, or damage by rodents or insects. The consignee has the right to reject products at the time of delivery and unacceptable product(s) must be removed immediately by the Offeror.

The Contractor must deliver the goods as per the Recommended Case Description or the Contractors Case Description.

The site authority will identify any discrepancies and/or short shipments of products at the time of delivery. The Contractor must issue a credit for all discrepancies and/or short shipments of products within seven (7) working days.

#### **4.10 Rejections**

A Notice of Rejection will be completed when any aspect of the delivery does not comply with the specified quality standards, even if the shipment has been accepted. The rejection notice must be completed and submitted within 24 hours of acceptance. An unsatisfactory condition report will be initiated and sent to the contractor and PSPC.

The Contractor agrees, upon notification of rejection, to replace any rejected item on the next scheduled food order delivery when still required by the DND 17 Wing food representative. If the rejected item is replaced it shall be in the same quantity and at the same cost as the original order. Discounting for damage goods will not be accepted. The Project Authority will have the right to reject products at the same time.

Rejected items discovered after delivery must be picked up and replaced within one (1) working day of notification of the rejection.

24 Hour replacement of rejected products is mandatory.

Rejections also cover deliveries that are not completed in compliance with the delivery requirements under 4. Delivery.

#### **4.11 Packaging**

The Offeror is responsible for all costs for the supply, pickup, removal, disposal and recycling of empty pallets and shipping containers.

Items must be packaged to prevent cross-contamination. Like items by category are encouraged to be placed together and different categories must be separated. For example, raw meat must not be packaged together with fresh mushrooms if the Offeror holds more than one Standing Offer and is delivering different categories at the same time.

The offeror must use every effort to utilize environmentally friendly packaging.

### **5. Call-Ups**

#### **5.1.1 Acknowledgment of call-ups**

- a. The Offeror must not proceed without receipt of a duly completed and authorized call-up.
- b. The Offeror must acknowledge receipt of each call-up no later than noon on the next business day

#### **5.2 Minimum Call-Up**

There is no minimum call-up limit and no minimum shipment due to limited storage areas

### **6. Product Recall**

All products that are recalled by a manufacturer must be returned to the Contractor. The Contractor must notify the Project Authority on the call-up immediately of any product which is subject to a product recall by a manufacturer. The Contractor must pick-up the product recall within twenty-four (24) hours of the recall notice. The Contractor must offer a comparable substitute product at no additional expense or provide a credit note for reimbursement of the recalled product.

**7. Miscellaneous Items**

Miscellaneous items are items that are not specified in Annex B and are not required by the client on a regular basis.

Miscellaneous items will be paid in accordance with the % mark-up outlined in Annex B and the Offeror's regular, seasonal and sale catalogues or current published price lists in effect at the time of call-up.

The total amount of miscellaneous items incorporated on any call-up must not exceed **25%** of the individual call-up total value (taxes included).

**8. Greening**

Mandatory provincial Environmental Fees are extra and must be charged as a separate item on the invoice.

The Offeror is responsible for determining if pallets are used. If pallets are used, the Offeror must have a pallet tracking system in place. The Contractor must ensure that the number of pallets delivered to a location is the same number returned monthly. The Offeror must maintain a record of the number of pallets delivered to and returned by for each delivery location on a monthly basis. A copy of this record must be provided to the Contracting Authority monthly. Any discrepancy with the quantities of pallets delivered and returned on the record will be forwarded to the Contractor in writing within thirty (30) days after the last delivery date of month.

Any plastic used to wrap the pallets must be recyclable.

**8. Price list updates**

The pricing provided by the Offeror in Annex B is firm for the entire period of the Standing Offer, unless otherwise specified.

The Offeror can provide new pricing in accordance with the pricing refresh or rebid frequency and terms and conditions provided in Annex B.

**9. Mandatory Requirement**

Mandatory Requirement	Mandatory Requirement Met? Indicate either Yes/No	Mandatory Requirement Offered: Bidder <u>should</u> indicate how they meet the <u>mandatory</u> requirement by recording this information in this column
Must provide delivery minimum 3 times a week between Monday to Friday <u>ONLY</u> .		

The Offeror certifies that they are able to meet the requirements specified in Annex "A" – Requirement.

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

Position: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W0117-200025/A  
Client Ref. No. - N° de réf. du client  
W0117-200025

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-0-43128

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

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## APPENDIX 1

### LOCATIONS

Province	City	Site
Manitoba	Winnipeg	17 Wing Winnipeg <b>Delivery address:</b> Food Services, Bldg 61 715 Wihuri Rd Winnipeg MB R3J 3Y5

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## ANNEX "B"

### BASIS OF PAYMENT

F.O.B. Department of National Defence, 17 Wing, Winnipeg, MB as indicated in Annex A, including all ecology fees, deposits, offloading and fuel charges, Canadian customs duties and excise tax included. Additional surcharges will not be accepted. All delivery cost must be included in the cost of food ordered, unless it is ordered with less than 24 hours' notice given.

1. Firm prices must be in Canadian dollars, applicable taxes excluded, FOB destination, including all fees, as applicable (environmental levy, deposits, delivery, offloading and fuel charges.) Applicable taxes, environmental levy fees, and deposits will be shown as separate line items on any resulting invoices.

Pricing must be provided for **eighty five percent (85%)** of all line items per category on the product lists in Annex B - Basis of Payment and must be maintained throughout the duration of the Standing Offer.

Failure to provide pricing for a minimum of **85%** of the items will render the offer non-compliant without further consideration being given.

2. Pricing is to remain valid from date of issuance of the Standing Offer for a period of:
  - a. Refresh - Fresh Fruit and Vegetables – One (1) month
  - b. Rebid – Fresh Fruit and Vegetables – Third (3) Month from award

**Refresh Period** – The Standing Offer holder is able to update the prices of the items listed in their standing offer. The SO supplier does not change. Prices that are updated will be subject to review and price support may be required. Items in each category will be reviewed individually. If price increase is greater than 10%, price support will be required. If prices are not fair and reasonable, line items may be removed from the category for the period of the Standing Offer.

**Rebid Period** – the standing offer holder and any other interested suppliers will be able to bid on this requirement at a specified period as laid out in the Standing Offer and this bid solicitation. The same evaluation criteria will be used at the time of the rebid period as is used in the original evaluation. The requirement will remain posted on Buy and Sell for the period of the Standing Offer which will be affected by the rebid periods.

3. **The estimated usage provided in the Excel Spreadsheet is for evaluation purposes only and does not form part of any resulting Standing Offer.**
4. Should there be an error in the extended pricing of the offeror's proposal, the unit pricing shall prevail and the extended pricing shall be corrected in the evaluation. Any errors in the quantities of the offeror's offer will be changed to reflect the quantities stated in the Basis of Payment.
5. Total usage of Miscellaneous Off-List items (not specified in the Product list at Annex B, Section A) must not exceed **25%** of the estimated total value of the SOA. Any charges for off-list items are to be invoiced as a separate line item.

#### Section A Product List

As per Excel spreadsheet.

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**Section B Delivery charges including offloading and fuel charges**

**a) The Fee for delivery on weekdays:**

i. To 17 Wing, Winnipeg MB

\$ \_\_\_\_\_ (x3 deliveries) **(To be completed by Offeror)**

**b) The Fee for delivery on weekends or federally recognized statutory holidays:**

i. To 17 Wing, Winnipeg MB

\$ \_\_\_\_\_ (x3 deliveries) **(To be completed by Offeror)**

**c) Delivery (less than 24 hours' notice)**

The Fee for delivery required with less than 24 hours' notice given

i. To 17 Wing, Winnipeg MB

\$ \_\_\_\_\_ (x3 deliveries) **(To be completed by Offeror)**

**d) The Fee for same day delivery when/if requested:**

i. To 17 Wing, Winnipeg MB

\$ \_\_\_\_\_ (x3 deliveries) **(To be completed by Offeror)**

The cost of deliveries for the location will be multiplied by three and added to the total evaluated price from Annex B, Part A to obtain the total evaluated price for this solicitation.

**Section C Off-List Items**

If the Call-up Authority requests an item, which is not specified in the Product list at Annex B, Section A, the Standing Offer Holder's price is to be in accordance with the Contractor's Standard Commercial Rate, less a discount of \_\_\_\_\_%. **(To be completed by Offeror)**

**(See Attached Excel Spreadsheet for Basis of Payment)**

Solicitation No. - N° de l'invitation  
W0117-200025/A  
Client Ref. No. - N° de réf. du client  
W0117-200025

Amd. No. - N° de la modif.  
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CAL-0-43128

Buyer ID - Id de l'acheteur  
ca1140  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "C"**

**STANDING OFFER USAGE REPORT**

Public Works and Government Services Canada

Email: [TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca)

**Quarterly Usage Report Schedule:**

1st quarter: July 1 to September 30;  
2nd quarter: August 1 to December 31;  
3rd quarter: January 1 to March 31;  
4th quarter: April 1 to June 30.

SUPPLIER:  
STANDING OFFER NO: W0117-200025

FEDERAL DEPARTMENT OR AGENCY: DND – 17 Wing

REPORTING PERIOD: \_\_\_\_\_

Item No.	Call-Up/contract No. Description	Value of the Call- Up/Contract	GST/HST
(A) Total Dollar Value Call-ups for this reporting period:			
(B) Accumulated Call-Up totals to date:			
(A+B) Total Accumulated Call-Ups:			

**NIL REPORT:** We have not done any business with the federal government for this period [       ]

PREPARED BY:

NAME:  
TELEPHONE NO.:  
SIGNATURE:

Solicitation No. - N° de l'invitation  
W0117-200025/A  
Client Ref. No. - N° de réf. du client  
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ca1140  
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## **ANNEX "D" 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);