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Solicitation No. - N° de l'invitation
W6399-21IC05
Client Ref. No. - N° de réf. du client
W6399-21-IC05

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-0-54215

Buyer ID - Id de l'acheteur
kin940
CCC No./N° CCC - FMS No./N° VME

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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 Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Standing Offer Reporting Requirements and Additional Certification Information.

1.2 Summary

- 1.2.1 This requirement is to establish a National Individual Standing Offer (NISO) for the Department of National Defence (DND) for accommodations and meals in Ottawa and Trenton locations.

It is the intention of the Crown to issue two (2) Standing Offers for each of the Locations. Should one Offeror provide the lowest evaluated price for both Locations, PWGSC will issue that Offeror (1) Standing Offer including those Locations. This could result in a minimum of two (2) Standing Offers for both locations.

Offerors do not have to submit an offer for all Locations. However, Offerors submitting an offer for any one Location must submit an offer for all years and all items for that Location.

The period for placing call-ups against the Standing Offer(s) will be from 2021-02-01 to 2022-02-01, with the irrevocable option to extend the term of the Standing Offer(s) by up to two (2) additional one-year periods.

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

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

1.3 Debriefings

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

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

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

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (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.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

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 Ontario 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:
TPSGC.oreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through an epost Connect message if the Offeror 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 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES () NO ()**

If so, the Offeror must provide the following information:

- a. name of former public servant;

-
- b. conditions of the lump sum payment incentive;
 - c. date of termination of employment;
 - d. amount of lump sum payment;
 - e. rate of pay on which lump sum payment is based;
 - f. period of lump sum payment including start date, end date and number of weeks;
 - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 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.

2.6 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically 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.

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The offer must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support and demonstrate compliance with the mandatory technical criteria.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately. If both locations are offered, compliance must be demonstrated for each location.

MTC #	Mandatory Technical Criteria	Instructions to Offerors
MTC 1.	Location (Annex "A", 3.1) The location of the accommodations must located within 30 km of CFB Trenton (K0K 3W0) and/or located in the National Capital Region (NCR).	The Offeror must clearly demonstrate compliance through the use of a standard commercial distance measurement tool or map.
MTC 2.	The contractor must provide up to 70 rooms (for Ottawa location) to accommodate up to 140 CAF members for each period and/or up to 40 rooms (for Trenton location) to accommodate up to 80 CAF members for each period. Each room must have a private full bathroom.	The Offeror must provide a detailed pamphlet, or description with photograph, indicating the number of rooms in the facility and that the rooms have a full private bathroom.
MTC 3.	The contractor must provide meals for up to 140 Canadian Armed Forces (CAF) members (for Ottawa location) and up to 80 meals for CAF members (for Trenton location) for each period and must comply with Appendix 1 and 2 to Annex "A".	The Offeror must provide a detailed pamphlet or description indicating the facilities possesses to meet the mandatory meal requirements.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Offerors must submit their financial bid in accordance with "Annex B", Basis of Payment.
- b) Offers must not contain any alteration to the Pricing Basis other than the addition of the Offeror's unit prices.
- c) Pricing must be provided for all items and all pricing periods for the location offered.
- d) Pricing must be firm, in Canadian currency, excluding applicable taxes, and must not be indexed or tied to an escalation factor. There must be no "black-out" dates when these rates are not offered.

4.1.2.2 Financial Evaluation

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded.

Each Location will be evaluated separately.

The Evaluated Price for each Location is calculated as follows:

For each item, the sum of the pricing for all Pricing Periods will be multiplied by the corresponding Annual Estimated Usage amount to determine the Extended Price of the Item.

The Evaluated Price of the Location will be the sum of all Extended Prices for all Items.

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offer and meet all mandatory technical and financial evaluation criteria to be declared responsive. The two (2) responsive offers with the lowest evaluated price of a Location will be recommended for issuance of a standing offer for that Location. Two standing offers will be issued per location and ranked by lowest price first.

It is the intention of the Crown to issue Two (2) Standing Offers for each Location listed in Annex "B" to satisfy this requirement. Should one (1) offeror provide the lowest evaluated price for multiple Locations, PWGSC will issue one (1) Standing Offer indicating all applicable Locations.

This could result in a maximum of four (4) Standing Offers or a minimum of two (2) Standing Offers.

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.

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 Work 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 "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 alternate reporting 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 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 2021-02-01 to 2022-02-01.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two (2) additional periods of one (1) year, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority two (2) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Renee Davis
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 86 Clarence St, 2nd Floor
Kingston, Ontario, K7L 1X3

Telephone: 343-550-7805

E-mail address: Renee.Davis@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 DND Procurement Authority *[Note to Offerors: Canada will insert information at time of issuance of the Standing Offer]*

Name: _____
Title: _____
Address: _____
Telephone: _____
E-mail address: _____

The DND Procurement Authority is the representative of the department or agency whose responsibility is to process all individual call-ups against the Standing Offer and is responsible for the processing of payment of invoices for goods and /or services delivered.

6.5.3 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.

6.5.4 Offeror's Representative *[Note to Offerors: Please fill in required information]*

Name: _____
Title: _____

Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____
Procurement Business Number: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND).

6.8 Call-up Procedures

6.8.1 Ranking and Methodology for Standing Offers

- a. Multiple Standing Offers:
 - i. right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

6.9 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.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000.00 (Applicable Taxes included).

6.11 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 2010C (2020-05-28), General Conditions: Services (medium complexity) ;
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) the Offeror's offer dated _____ [Note to Offerors: Canada will insert information at time of issuance of the Standing Offer].

6.12 Certifications and Additional Information

6.12.1 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.

6.13 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.

6.14 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.

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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 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

[2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

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

6.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Call-up, the Contractor will be paid firm unit prices, as stipulated in the call-up, calculated in accordance with 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.

6.5.2 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12), Monthly Payment

6.5.3 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

e. Wire Transfer (International Only).

[Note to Offerors: Canada will insert or delete text, as per the Offer (Annex C), at time of issuance]

6.6 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.

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract

6.7 Insurance

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

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.

6.9 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](#)".

ANNEX "A"

STATEMENT OF WORK

1.0 SCOPE

This Statement of Work (SOW) defines the scope and deliverables for accommodations and meals.

2.0 BACKGROUND

The Department of National Defence (DND) has a requirement for up to 70 rooms to lodge up to 140 Canadian Armed Forces (CAF) members in Ottawa and up to up to 40 rooms to lodge up to 80 CAF members in Trenton areas. The accommodation could be required for multiple periods per year. Each period will consist of thirteen (13) nights.

3.0 LOCATION

3.1 The Contractor must have accommodations at one, or both, of the following locations:

- a) Location 1: Accommodations must be located within 30 kilometers of CFB Trenton (K0K 3W0).
- b) Location 2: Accommodations must be located in the National Capital Region (NCR).

[Note to Offerors: Applicable Location(s) for (3.1) will be inserted at time of Issuance of Standing Offer(s)]

4.0 REQUIREMENTS

Accommodations Ottawa: The contractor must provide up to 70 rooms to accommodate up to 140 CAF members for each period. The exact number of personnel will be confirmed 30 calendar days prior to each requirement.

Accommodations Trenton: The contractor must provide up to 40 rooms to accommodate up to 80 CAF members for each period. The exact number of personnel will be confirmed 30 calendar days prior to each requirement.

DND will be responsible for providing a list of the names for personal utilizing the accommodations at least 48 hours prior to the occupancy dates with the exception of unforeseen circumstances.

There must be no penalty charge for cancellations if 24 hours' notice is provided prior to the check-in date.

4.1 Janitorial Services: The Contractor must provide bed linen and towels exchange services for all rooms on demand. All dirty linen and towels will be left at the guest's room door. Clean bed linen and towels must be dropped at the guest's room door the same day it is requested

4.2 Meals: The contractor must provide three served meals per day (breakfast, lunch, dinner), and two (2) late snacks for up to 140 CAF members during each period.

4.2.1 All meals services must be provided in accordance with the standard, meal requirements and the standard portion size per meal (Appendix 2);

4.2.2 The Contractor must provide the proposed menu to DND for approval, no less than fifteen days prior to the commencement of service;

4.2.3 The Contractor must provide a minimum of three (3) meal options for all meals and provide a meal schedule upon the member's arrival;

4.2.4 Members must be able to adjust their next day meal orders on a daily basis;

4.2.5 The Contractor must also provide all meals in a disposable and transportable individual container;

4.2.6 Late snacks must be served with dinner services to CAF members;

4.2.7 The Contractor must deliver the meals to each guest room door (breakfast, lunch, supper) during the following pre-set times:

- i. Breakfast (0700-0900)
- ii. Lunch (1130-1300)
- iii. Supper (1700-1830)

4.2.8 Guests will leave dirty dishes after each meal outside their guest room. The Hotel must pick up dirty dishes 3 x per day using hotel staff.

4.2.9 All Hotel staff involved with food preparation and delivery are required to maintain the highest level of personal, food and equipment hygiene and maintain hygiene standards in accordance with applicable federal, provincial and municipal regulations, policy and advice.

4.3 Technical Requirements

4.3.1 The Contractor must provide high-speed standard wireless internet (Wi-Fi) in the rooms at no additional cost;

4.3.2 Rooms must be equipped with at least one twin or double bed in each single occupancy room;

4.3.3 For double occupancy, each room must be equipped with two twin or two double beds, a sofa bed or cot will not be acceptable;

4.3.4 Each bed must have clean, comfortable bedding;

4.3.5 Each room must have a private full bathroom with minimum of a toilet, sink, and shower; A minimum of one room must be available that is barrier free as defined by the Ontario Building Code.

4.3.6 Must provide one key to the room for each person;

4.3.7 Rooms must have a serviceable television with remote and cable;

4.3.8 Must have one mini fridge and telephone per room. Occupants will pay personal phone charges at time of check-out and billed directly to the occupant of the room;

4.3.9 Must have functioning heating and air conditioning unit;

4.3.10 Each room must have a minimum room dimension of 6 x5 m2;

4.3.11 Any damage to rooms must be reported to the identified Point of Contact (POC), as per section 4.5.1, for investigation;

4.3.12 Rooms must meet the local Hotel Industry standard for hygiene and sanitation;

4.3.13 Damage deposit. Inclusion of damage deposit must not be included in the funding formula or Standing Offer.

4.4 Incidental Charges

4.4.1 The Contractor must charge any incidentals, to the individual(s). Incidentals will not form part of this contract;

4.4.2 Incidentals are defined as:

- a. Telephone charges;
- b. Food and beverage charges;
- c. Minibar charges;
- d. Charges for damages; and
- e. Other incidentals that a CAF member can personally incur.

4.5 CONTRACTOR RESPONSIBILITIES

4.5.1 Point of Contact: The Contractor must provide a Point of Contact for a Logistic Coordinator: The Logistics Coordinator must be an on-site representative to discuss the coordination of all lodging and ration issues.

4.5.2 The Contractor must provide a contact number that can be used 24/7 for the on-site representative to respond to any DND inquiries.

4.6 DND SUPPORT

4.6.1 DND will provide Point of Contacts for questions or concerns.

APPENDIX 1 TO ANNEX "A"

STANDARD MEAL REQUIREMENTS

The following list outlines the standard meal requirements for all meal services provided by the Contractor:

BREAKFAST	Juice
	Fruit
	Breakfast entrée
	Breakfast meat or alternative
	Cheese or Yogurt
	Breakfast starch
	Breakfast vegetable
	Bread product
	Two beverages (See note 1)
	Condiments/Preserves
LUNCH	Soup
	Main Entrée
	Choice of freshly prepared protein dish, pasta, à la carte, or sandwich
	Starch
	Cooked vegetable
	Salad Bar
	Fruit
	Dessert
	Bread product
	Three beverages (See note 1)
	Condiments
DINNER	Soup
	Main Entrée dish
	Choice of freshly prepared protein dish, pasta or à la carte item
	Starch
	Cooked vegetable
	Salad Bar
	Fruit
	Dessert
	Bread product
	Three beverages (See note 1)
	Condiments
LATE SNACKS	Soup – either individual soup packages or as presented at dinner.
	Cookies/chips
	Juice Drinks
	Fruit

Note 1: Conditions Regarding Beverages

When required to provide more than one (1) type of beverage, the Contractor must ensure that at least one (1) of the beverages provided is milk.

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In situations where milk may not be appropriate for issue in a box lunch (hot weather conditions, diner allergies/requirements), either 2 x 250 ml juice/cold beverage or 1 x 400-500 ml container of juice/cold beverage must be substituted. The beverage is to be either placed inside the box lunch or stored in reusable coolers provided by the Contractor.

The following beverages are not considered to fulfill the standard meal requirements outlined in Appendix 1:

- Sports Drinks,
- Energy Drinks,
- Bottled water (flavoured, sparkling, fortified)
- If potable water is available in the Kitchen, bottled water is not required.

APPENDIX 2 TO ANNEX "A"

STANDARD PORTION SIZE PER MEAL

The following list outlines the standard requirements and portion sizes for all meals provided by the Contractor:

BREAKFAST	
Fruit	2x80g (raw)/person
Bacon	150 g cooked
Eggs	2/person
Sausage	150g cooked
Cheese	100g
Yogurt	175ml
Bread (white, brown, multi-grain)	2 slices/person
Breakfast vegetable (i.e. Beans, grits, etc.)	90g
Breakfast Starch (i.e. Potatoes, etc.)	100 g
Cereal (granola, corn flakes, bran flakes)	250g
Coffee	500 ml
LUNCH and DINNER	
Soup	250 ml
Steaks and chops (bone in)	250g (raw)
Chicken pieces (bone-in)	275g (raw)
Steak (boneless)	225 g (raw)
Boneless meat/poultry	210 g cooked (180 g raw)
Fish (steaks, fillet)	210 g (raw)
Fish (battered)	210 g (cooked)
Stews	300 g (cooked) (250 ml ladle)
Casserole dishes	300g (cooked) (250 ml ladle)
Pasta w/ sauce (main entrée)	210 g of pasta, 175 ml of sauce
Three decker sandwich	1 each (90 g of meat total)
Hamburger	1 each (167 g raw)
Hot dog	80 g (2 ea. @ 40 g or 1 ea. @ 80 g)
Pizza	1 each (1/6 of a 40 cm diameter pizza) 240 g
Tacos	2 each
Burritos	1 each (210g)
Submarine (21 cm long)	1 each (90 g sliced meat or 110 g mixed filling)
Sandwich	1 each
Sandwich filling - salad	110 g
Sandwich filling - sliced meat	90 g
Sliced meat – for cold plate	90 g
Starch Item - potatoes, rice, pasta	125 g (cooked) (2 ea. 125 ml spoon, 2 ea. #16 scoop)
Vegetables	90 g (125 ml spoon)
Salad Items	6" bowl or 8" plate
Canned fruit	175 ml
Fresh fruit (individual)	1 each

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Fresh grapes/berries/sliced fruits	125 ml or 90 g
Pudding	125 ml
Jell-O	125 ml
Ice cream	125 ml
Fruit yogurt	175 ml
Cake	1 piece (5 cm X 5 cm X 7 cm)
Pie	1 piece (1/8 of a 22 cm diameter pie)
Squares	1 piece (5 cm X 5 cm X 2.5 cm)
1 Cookies (7.5 cm diam.)	2 each
Cookies (12.5 cm diam.)	1 each
Doughnuts / Sweet Buns	1 each
Bread	1 slice
Dinner Roll	1 each

LATE SNACKS	
Soup – either individual soup packages or as presented at dinner.	250 ml
Cookies/chips	100 g
Juice Drinks	250 ml
Fruit	2x80g (raw)/person

BEVERAGES	
Juice	250 ml
Milk (2%, 1%, skim, choc, non-dairy)	250 ml
Fruit Drinks	250 ml
Pop	250 ml
Hot Beverages - various types of tea, coffee (regular and Decaffeinated)	250 ml

ANNEX "B"

BASIS OF PAYMENT

The Offeror must provide accommodation, and meals services in accordance with Annex "A" – Statement of Work at the following rates.

Cost for all services stipulated in Annex "A" – Statement of Work, **must be included price**.

Basis of payment will be firm daily rate, applicable taxes are extra.

Pricing Periods:

Year 1: 2021-02-01 to 2022-02-01.

Year 2 (Option): 2022-02-02 to 2023-02-01.

Year 3 (Option): 2023-02-02 to 2024-02-01.

Pricing Basis – W6399-21IC05 – Accommodations and Meals					
Item #	Description	Estimated Yearly Usage	Year 1	Year 2 (Option)	Year 3 (Option)
1	Accommodations (Single Occupancy) in accordance with Annex "A" – Statement of Work for Trenton Location during low occupancy period from 1 September to 31 May	28 Days	\$_____/person per day	\$_____/person per day	\$_____/person per day
2	Accommodations (Double occupancy) in accordance with Annex "A" – Statement of Work for Trenton Location during low occupancy period from 1 September to 31 May	14 Days	\$_____/per room per day	\$_____/per room per day	\$_____/per room per day
3	Accommodations (Single Occupancy) in accordance with Annex "A" – Statement of Work for Ottawa Location during low occupancy period from 1 September to 31 May	70 Days	\$_____/person per day	\$_____/person per day	\$_____/person per day

Pricing Basis – W6399-21IC05 – Accommodations and Meals

Item #	Description	Estimated Yearly Usage	Year 1	Year 2 (Option)	Year 3 (Option)
4	Accommodations (Double Occupancy) in accordance with Annex "A" – Statement of Work for Ottawa Location during low occupancy period from 1 September to 31 May	28 Days	\$_____/per room per day	\$_____/per room per day	\$_____/per room per day
5	Accommodations (Single Occupancy) in accordance with Annex "A" – Statement of Work for Trenton Location during high occupancy period from 1 June to 31 August	14 Days	\$_____/person per day	\$_____/person per day	\$_____/person per day
6	Accommodations (Double Occupancy) in accordance with Annex "A" – Statement of Work for Trenton Location during high occupancy period from 1 June to 31 August	14 Days	\$_____/per room per day	\$_____/per room per day	\$_____/per room per day
7	Accommodations (Single Occupancy) in accordance with Annex "A" – Statement of Work for Ottawa Location during high occupancy period from 1 June to 31 August	26 Days	\$_____/person per day	\$_____/person per day	\$_____/person per day
8	Accommodations (Double Occupancy) in accordance with Annex "A" – Statement of Work for Ottawa Location during high occupancy period from 1 June to 31 August	14 Days	\$_____/per room per day	\$_____/per room per day	\$_____/per room per day
9	Meals in Accordance with Appendix 1 and Appendix 2 to Annex "A" for Trenton location	98 Days	\$_____/person per day	\$_____/person per day	\$_____/person per day

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Pricing Basis – W6399-21IC05 – Accommodations and Meals

Item #	Description	Estimated Yearly Usage	Year 1	Year 2 (Option)	Year 3 (Option)
10	Meals in Accordance with Appendix 1 and Appendix 2 to Annex "A" for Ottawa location	180 Days	\$_____/person per day	\$_____/person per day	\$_____/person per day

Estimated Usages:

The volumetric data included in this pricing schedule are provided for offer evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this Pricing Basis does not represent a commitment by Canada that Canada's future usage of the services/items described in the Request for Standing Offer will be consistent with this data.

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ANNEX “C” 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).

ANNEX "D"

STANDING OFFER REPORTING REQUIREMENTS

Send to the Standing Offer authority named herein.

Use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer Title		Standing Offer #	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Work Description (Item # ,Quantity)	Date of Order	Date of Delivery	Value of Order (not including HST)

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ANNEX "E"

ADDITIONAL CERTIFICATION INFORMATION

1. Board of Directors

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

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

Director Name/Position - _____

2. Procurement Business Number (PBN)

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

Procurement Business Number - _____

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